



**Combined
Committee of the Whole
& City Council
Meeting Agenda
May 26, 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 26, 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: May 12, 2026

I. Committee of the Whole

- | | | |
|---|--|----------------------|
| 1. | Discussion of City Property Located at 402 South Main Street | Informational |
| 2. | Consent Agenda Discussion | Informational |
| II. New Business - Public Comment to be Heard with Agenda Item | | |
| 1. | Proclamation Recognizing May as "National Treatment Court Month"
Mayor to present Proclamation declaring May as "National Treatment Court Month." | Proclamation |
| 2. | Proclamation Recognizing May 17-23, 2026 as "National Public Works Week"
Proclamation recognizing Bentonville Public Works during "National Public Works Week" May 17-23, 2026. The theme this year is "Rooted in Service, Powered by Community." | Proclamation |
| 3. | Resolution to Enter into an Agreement for Renewal of Cyber Security Services
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Heartland Business Systems for Renewal of Cyber Security Services through participation in TIPS Contract #220105. No budget adjustment is needed. | Resolution |
| 4. | Resolution Setting a Public Hearing for a Right of Way Vacation (VAC26-0002)
Resolution to set a Public Hearing for June 9, 2026 for a Right of Way Vacation located at Lot 209 of the Original Town of Bentonville Subdivision (VAC26-0002). | Resolution |
| 5. | Resolution Setting a Public Hearing for a Right of Way Vacation (VAC26-0005)
Resolution to set a Public Hearing for June 9, 2026 for a Right of Way Vacation located at Lot 76 of the Bentonville Original Subdivision (VAC26-0005). | Resolution |
| 6. | Resolution Setting a Public Hearing for a Right of Way Vacation (VAC26-0011)
Resolution to set a Public Hearing for June 9, 2026 for a Right of Way Vacation located at Lots 3, 5, 6 and 10 of Orchard Addition (VAC26-0011). | Resolution |
| 7. | Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0013)
Resolution to set a Public Hearing for June 9, 2026 for a Utility Easement Vacation located at Lot 7, Block 2 of Scoggan Subdivision (VAC26-0013). | Resolution |
| 8. | Resolution Awarding Bid IFB-26-31 to Emery Sapp & Sons, Inc. for Asphalt Materials
Resolution to award bid IFB-26-31 to Emery Sapp & Sons, Inc. per the unit prices attached for the purchase of asphalt materials as required for street surface repairs and street resurfacing. The purchase of Asphalt Materials will be for use by the Street Department on an as needed basis through the end of 2026. Emery Sapp & Sons, Inc. was the lowest bid received. No budget adjustment is needed. | Resolution |
| 9. | Resolution Awarding Bid IFB-26-33 to Innovative Roadway Solutions LLC, for 2026 Mastic Seal | Resolution |

Resolution to award bid IFB-26-33 2026 (Mastic Sealer for City of Bentonville Streets) to Innovative Roadway Solutions, LLC per the unit prices attached. This is a budgeted item. Innovative Roadway Solutions, LLC was the sole bid received. No budget adjustment is needed.

10. **Resolution Approving Amendment #1 with Olsson Inc. for SW 2nd & 'O' Drainage Improvements** **Resolution**

Staff recommends approval of an amendment to Olsson's contract for SW 2nd & O Drainage Improvements. This amendment will revise the contract scope to modify existing design to reduce overall storm sewer network to approximately 200-feet in length to truncate along the eastern side of O Street at an up-well junction. This is to reduce the construction estimate to within previous budget as directed by City Council. No budget adjustment is needed.

11. **Resolution Calling for a Special Election for the City Council Vacancy of Ward 1, Position 2** **Resolution**

A Resolution calling for a special election to replace Council Member Gayatri Richardson.

III. Utility Board

1. **Resolution Authorizing Shewmaker Phase 1 Amendment #4 - Construction Administration Services** **Resolution**

Staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 4, in the amount of \$602,604.00 for engineering administration services for the Shewmaker Basin Interceptor Improvements - Phase 1. This project includes the installation of 6,700 linear feet of the 24" interceptor from the North Lift Station to MH320-3331 just north of Tiger Boulevard. The project is funded by the ALWF loan. Utility Board approved 3-0. No budget adjustment is needed.

2. **Resolution Authorizing Change Order #1 - 48" Water Transmission Line Relocation - Construction** **Resolution**

A Resolution authorizing the Mayor and City Clerk to accept change order #1 in the amount of \$212,171.18 from Garney for the construction changes on the 48" Transmission Main Relocation associated with ARDOT project 090512 Hwy 112 relocation. The change order includes a Highway reroute removal, pipe casing installation and temporary fencing. The change order adds 41 days to the schedule due to pipe design and manufacturing delays. Utility Board approved 3-0. No budget adjustment is needed.

IV. Planning

1. **Property Line Adjustment - Lot 25, Block 7 of Clark's Second Addition - 304 SW B Street (PLA26-0008)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 1 And 2, Block 7 Of Clark's Second Addition And A Portion Of The Alley Vacated By Ordinance 87-88 Creating New Lot 25, Block 7 Of Clark's Second Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lots 23 & 24, Block 2 of Lincoln & Rice Addition - 102 NE F Street (PLA26-0011)**

Ordinance*

The Planning Commission voted 6-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Lots 20 And 21, Block 2 Of Lincoln And Rice Addition Creating New Lots 23 And 24, Block 2 Of Lincoln And Rice Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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


Budget Impact Notes for Consideration (Optional):

PROCLAMATION

- WHEREAS:** Treatment courts have been restoring lives and families for more than three decades; and
- WHEREAS:** There are now more than 4,000 treatment courts nationwide; and
- WHEREAS:** Treatment Courts are the cornerstone of justice reform sweeping the nation; and
- WHEREAS:** Treatment Courts have served over 1.5 million individuals; and
- WHEREAS:** Treatment Courts are now recognized as the most successful criminal justice intervention in our nation's history; and
- WHEREAS:** City of Bentonville is in the 15th year of our DWI Court program, having had 72 participants in the program and 36 graduates to date. The graduates represent 800+ hours of treatment; and
- WHEREAS:** Treatment Courts save an average of \$6,000 for every individual they serve; and
- WHEREAS:** Treatment Courts reduce crime and significantly improve substance use treatment outcomes at less expense than any other criminal justice strategy; and
- WHEREAS:** Treatment Courts improve education, employment, housing and financial stability, promote family reunification, reduce foster care placements and increase the rate of addicted mothers delivering babies who are fully drug free; and
- WHEREAS:** Treatment Courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against addiction and crime; and
- WHEREAS:** Treatment Courts demonstrate that when one person rises out of addiction and crime, we all rise.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of May 2026, as "**National Treatment Court Month**" in the City of Bentonville, Arkansas, in honor of the Treatment Courts, the team members and the participants who strive to address substance abuse and keep our City and citizens safe.

Given this 26th 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: 2026 marks the 66th annual National Public Works Week; and

WHEREAS: Public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Bentonville; and

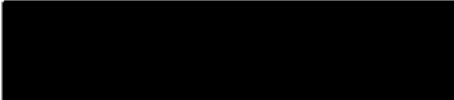
WHEREAS: These infrastructures, facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers, and employees at all levels of government, and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment, electricity supply, solid waste systems, public buildings, and other facilities essential for our citizens; and

WHEREAS: In Bentonville, public works superheroes help keep communities strong by providing an infrastructure of services in transportation, water, wastewater, stormwater treatment, electric service, public buildings and spaces, parks and grounds, emergency management, first responders, solid waste, and right-of-way management; and

WHEREAS: It is in the public interest for the citizens, civic leaders, and children in Bentonville to gain knowledge and maintain ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the week of May 17 - 23, 2026 as "**National Public Works Week**" in the City of Bentonville, Arkansas. With the theme, "Rooted in Service, Powered by Community." I encourage the community to observe this week with appropriate programs, ceremonies and activities.

Given this 26th 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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo

To: Mayor Stephanie Orman, City Council

From: Dennis Hayes, IT Director

cc: Patrick Johndrow, Bonnie Bridges, Purchasing Manager.

Date: 5/13/2026

Re: Resolution to enter into an agreement with Heartland Business Systems for renewal of Cyber Security Services

Attached is the service agreement from Heartland Business Systems, who partners with Arctic Wolf to provide managed cyber security monitoring detection and response. This service is part of the IT Department's initiative to protect our assets and data from cybersecurity threats.

This memorandum serves to formally justify the continuation of cybersecurity services with Arctic Wolf for Managed Detection and Response (MDR)

Services provided in five main categories for 2026 Agreement:

- Managed Detection and Response (Real time monitoring of city network for cyber threats).
- Managed Risk (Network scans to find potential issues and vulnerabilities).
- Monthly Meetings with Arctic Wolf & HBS regarding Cybersecurity Status.
- 1 Year of system log files for governance and compliance.
- Professional services for creating documentation and processes for cyber security.

This is our fifth year of use, and we are finding the services excellent and a huge benefit to the city.

Justifications

Competitive Bidding

Arctic Wolf & HBS Services are provided through the **TIPS** cooperative purchasing program, which has already met competitive bidding requirements in accordance with state procurement laws.

Proven Performance and Familiarity with Our Environment

Arctic Wolf has developed detailed institutional knowledge of our systems, users, and operational workflows. This familiarity allows for faster and more accurate threat detection and response. Transitioning to a new vendor would result in the loss of this contextual understanding and introduce unnecessary risk during the onboarding period.

Integration with Existing Systems

Arctic Wolf's services are deeply integrated with our current infrastructure, including cloud-based email, endpoints, and on-premise assets. Their telemetry, log collection, and alerting systems are fully configured and operational. Replacing these would involve considerable time (months), resources, and the potential for service gaps.

Operational Continuity and Risk Minimization

Given the constant and evolving nature of cybersecurity threats, continuity is critical. Switching vendors at this time would result in service disruption and create a gap in our incident response capabilities. Arctic Wolf provides a continuous and stable security posture that supports our operational needs.

Given the critical nature of cybersecurity, the established performance of Arctic Wolf and HBS, and the risks associated with service disruption or onboarding a new provider, it is in the best interest of the city to continue the current relationship. As such I recommend proceeding with the renewal of services with Arctic Wolf and HBS.

Respectfully,

Dennis Hayes
IT Director

City of Bentonville

The Interlocal Purchasing System

Purchasing Made Personal



Printed: May 13, 2026

www.hbs.net



Heartland Business Systems LLC

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM

PO AND QUOTE MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER
ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

PAYMENT TO

ADDRESS **1700 Stephen Street**
CITY **Little Chute**
STATE **WI**
ZIP **54140**

TIPS CONTACT

NAME **Charlie Martin**
PHONE **(866) 839-8477**
FAX **(866) 839-8472**
EMAIL **tips@tips-usa.com**

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

SERVING STATES

AZ | AR | IL | IA | KS | MI | MN | MO | NE | OK | TX | WI

Overview

HBS provides complete, local, end-to-end technology solutions. We assist with any technology need, solve problems, and exceed expectations. At every level of the company, we are committed to providing high-quality services to each of our clients. With multiple locations in the Midwest, HBS serves commercial, public sector and small to medium business with results-driven information technology services. Everything we do is to help clients achieve their full potential. We are committed to developing long-term trusting relationships with clients large or small, across all industries. We help clients achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts.

AWARDED CONTRACTS

"View EDGAR Doc" on Website

Contract	Commodity	Exp Date	EDGAR
220105	Technology Solutions Products and Services	05/31/2027	Yes

CONTACTS BY CONTRACTS

220105

Name	Title	Phone	Email
Brad Ellingsworth	General Manager - Missouri/Arkansas	(417) 343-0265	bellingsworth@hbs.net
Jennifer Bricker	Solutions Consultant	(870) 530-1444	jbricker@hbs.net
Mallary Zajicek	Admin	(920) 788-7720	mzajicek@hbs.net
Carrie Evers	PO	(920) 788-7720	ar@hbs.net
Wendy Kesler	Inside Sales Rep-Teal Lead	(630) 390-3004	wkesler@hbs.net
Jared Klein	Financial Analyst	(800) 236-7914	jklein@hbs.net

Statement of Work

Bentonville, City of

**VIRTUAL CHIEF INFORMATION
SECURITY OFFICER (VCISO)**

SOW Prepared By:

Sam Karnatz

Senior Solutions Consultant

Heartland Business Systems, LLC

Fayetteville, AR Office

Phone: 479-332-6952

skarnatz@hbs.net



Overview

This Statement of Work (“SOW”) reflects the services and material to be provided by Heartland Business Systems, LLC, (hereinafter referred to as “HBS”) for Bentonville, City of (hereinafter referred to as “Client”).

Founded in 1990, HBS is a premier provider of technology integration, consulting, infrastructure, business automation, cybersecurity, and networking solutions. HBS aligns our customers’ business objectives with technology to help them achieve their full potential by providing end-to-end customized technology solutions backed by a local team of highly skilled experts. HBS employs technical engineers and business consultants throughout the United States with 14 offices within the Midwest, servicing customers within the education, government, healthcare, and corporate markets.

For over 10 years, our Cybersecurity Practice has dedicated and experienced teams that provide the following:

- **Incident Response** – Incident Response & Remediation, Incident Response Retainers, Digital Forensics, and other response and technical recoverability processes.
- **Penetration Testing** – Vulnerability Assessments, Penetration Testing, Virtual Security Engineer and a wide range of technical security solutions.
- **Governance, Risk, and Compliance** – Security Risk Assessments, Virtual CISO, BC/DR/IR Planning, Tabletop Exercises, Policy and Procedure writing, IT Audits, Vendor Management, Risk Management, Compliance and Readiness Consulting, and cybersecurity mitigation.
- **Security Operations Center (SOC)** – Managed XDR, Managed Vulnerability Scanning, Managed Security Awareness Training, and other security operations solutions.

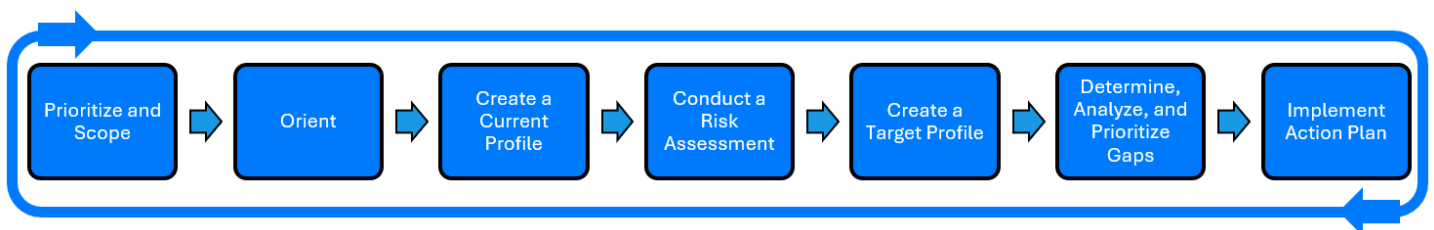
Scope

HBS will provide the following services (hereinafter referred to as the “Scope”):

Virtual Chief Information Security Officer (vCISO)

The HBS vCISO service provides a HBS Information Security Consultant who partners with and provides cybersecurity leadership and guidance to your organization. As your vCISO, HBS will help strengthen your organization’s security program by guiding, developing, and executing a plan that addresses your unique security needs while enhancing the overall risk response and security posture. The overall goal of the vCISO engagement is to assist Client in meeting security expectations, implement and grow the information security program, meet compliance requirements (regulatory or best practices), and ensuring that the organization creates an informative and robust information security program that meets the organizations risk appetite.

The role of a vCISO may encompass various responsibilities such as the evaluation of the organization's security posture, identification of vulnerabilities, and creation of strategies to mitigate risks and mature the organization. Your vCISO will be flexible and is able to adapt to the evolving cybersecurity landscape, offering tailored solutions to address Clients specific needs. Additionally, they bring an array of experience from working across different industries, providing diverse perspectives and insights that benefit the organization's security posture, and are backed by an entire cybersecurity team.





Through recurring meetings, the goal of the vCISO is to serve as a strategic partner, helping Client navigate complex cybersecurity challenges. As part of the ongoing consultation and guidance provided for the buildout of the information security program, the HBS Information Security Consultant / vCISO is able to help create and enhance the following aspects for Client:

- **Risk Management** – Assist in the creation of a comprehensive Information Security and Risk Management Program. Identify, assess, and prioritize potential risks to the organization's security and develop strategies to mitigate these risks, considering factors such as vulnerabilities in systems, evolving threat landscapes, regulatory requirements, and business objectives. Provide guidance and assist Client with compliance with relevant laws, regulations, and industry standards. Establish governance frameworks and perform and/or oversee audits to ensure the organization meets required security standards and maintains a strong ethical and legal standing. This may include performing an IT general controls audit or an IT risk assessment based off of a standardized and widely accepted framework.
- **Governance and Compliance** – Update and/or develop incident response plans to effectively address security issues or incidents. This may include establishing plans, processes, protocols and workbooks for detecting, containing, and responding to cyber threats. Other activities could include performing tabletop exercises, and creating and implementing security policies, procedures, and controls to minimize risk exposure.
- **Security Consulting** – Provide general consulting services on standards set forth by data privacy laws, safeguarding of Client data, health care laws, or other regulations that apply to the organization. Foster a culture of cybersecurity awareness throughout the organization by assisting with the development/enhancements of the training programs, conducting workshops, workforce development and awareness campaigns to educate employees about best practices, potential threats, and their role in maintaining a secure environment. Assist with the creation of a third-party risk management program and conduct vendor due diligence reviews. Provide guidance and assistance towards data management and data classification standards.
- **Technical Assessments & Technology Implementation Guidance** – Assist with the evaluation and deployment of security technologies that align with the organization's needs. Stay updated on emerging cybersecurity trends, innovations, and threats, adopting new technologies or upgrading existing ones to stay ahead of potential risks.

Deliverables

The following are the deliverables HBS will provide to Client (herein referred to as “Deliverables”) for this Project: Any change to the Deliverables listed below will require a Change Order.

#	Deliverable	Contracted Hours
1	vCISO to perform security related tasks and projects as defined during the engagement.	48

Out of Scope

The following areas are considered out-of-scope for this SOW:

- Onsite engagement and travel.
- Security Incident response of any kind.
- Work outside of normal business hours (8am-5pm CST)
 - Afterhours work is billed at 1.5 times the normal billable rate.
- Witness Testimony – participation as a witness in any civil, criminal, or administrative court proceeding, including depositions, interviews, and attorney conferences, is limited to 16 hours per year.
- Security Operations Center services of any kind.



- Security Engineering services of any kind.
- Project management is not included in this project.

Client Responsibilities:

- Make appropriate personnel available for meetings and interviews as required.
- Make all appropriate and requested documentation available in a timely fashion.
- Provide documentation and knowledge transfer of supporting policies and procedures.
- Provide cyber insurance policy documentation, where applicable.
- Provide technical documentation and topographical maps of the network and data infrastructure, where applicable.
- Provide an inventory of business-critical processes, software, and technical assets.
- Coordinate data gathering and scheduling efforts with internal stakeholders.
- Provide access to technical systems, where necessary.
- Assistance with testing and validation.

HBS Responsibilities:

- Will inform the designated Client representative or project lead of the timeframe(s) for project launch, analysis, and deliverables.
- Will assign a senior consultant to act as the engagement manager and be available for communication with the Client during the length of the engagement.
- Will provide final reports, as outlined in the scope.

Pricing

Client agrees to compensate HBS for providing the Deliverables as stated in Quote #404222.

Service and equipment identified in this SOW does not include any taxes that may be applicable. Any such taxes shall be specified on an invoice as a separate line item.

The term of this agreement is for a full 12-month period. Client agrees to pay the full amount of services for 12 monthly payments.

For existing HBS Clients that are renewing their service, this agreement begins upon the completion of the current agreement's term which ends on 6/12/2026.

Client may elect to add additional hours as needed on a Time & Material or a project basis for services above and beyond the identified time, role, or responsibilities of this agreement.

This engagement will cease at the completion of the contract. If more hours were consumed than contracted for at the end of this engagement, an invoice will be sent for the overage at the standard Time & Material Rate for the Cybersecurity Consultant VII work role. Hours must be utilized within the engagement term.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a Change Order executed by the parties before any such work can be performed. Any additions, deletions, or modifications to the Agreement, regardless of change to project value, require a Change Order.



Additional Requirements and Conditions

- HBS and Client will both ensure that adequate resources, for which each respective party is responsible, are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Client personnel.
- Engineer, Inside Sales Rep, Solutions Consultant shall provide updates to Client regarding the project. Inside Sales Rep, Solutions Consultant shall be the Client's primary contact for any questions regarding billing.
- Any potential dependencies discovered prior to or during implementation will be communicated to Client and HBS to determine impact to the timing, scope and pricing for the project, and the parties shall utilize the Change Order process as necessary.

Working Conditions and Access

The items listed below shall apply to the extent applicable:

- Client will provide a Single Point of Contact with decision making ability to interface with HBS. This person is responsible for signing off on Scope of Work and Change Order documents throughout the project.
- Client will provide Subject Matter Experts (SMEs) when required by project personnel and/or project activities. If delays in the project timeline are a result of delayed access to SME personnel or any other Client delays, Client may be subject to additional charges.
- Client will provide HBS with access, including all password and logins, to required existing network or system assets listed in the scope.
- Client will provide HBS with proper access and workspace areas at Client locations that includes internet, physical and remote access to in scope infrastructure or systems.
- Client will allow the HBS engineer to connect their computer to Client network in order to perform their duties. HBS will allow Client to examine said notebook for current anti-virus software, if needed.
- Client will provide adequate access and credentials required for the assessment of all components or systems listed in the scope.
- Client will provide remote access prior to, and throughout, the project if required.
- Client will have working Internet access available where the work will be performed.
- Client is responsible for resolving problems outside the SOW that are beyond the control of HBS. These shall include but not be limited to software/firmware bugs, vendor engineering support cases, hardware failures, telecommunication circuits, server issues, desktop issues, the acts or omissions of any third party, or any other occurrence not caused by HBS. HBS can assist with these out-of-scope issues through the Change Order process or on a time and materials basis.

Testing, Notification and Change Control

- Client will provide advanced notification of any network outages or changes during the implementation period.
- Client will assist with the creation of and perform user acceptance testing and post-migration end-point validations.
- HBS and Client will provide 48-hour notification of any schedule changes.
- Client will assist with the design, testing and validation of the project Deliverables.
- Client and HBS agree that work shall progress when Client staff is not available to participate.

Permission to Perform Security Testing

Certain laws prohibit any unauthorized attempt to test or penetrate computer systems. Client acknowledges and authorizes all HBS consultants engaged on this project to perform the security services described above. Furthermore, the



Client acknowledges that all services provided under this statement of work constitute authorized access to Client's information systems.

HBS security consultants will perform security testing that could unintentionally be disruptive to the targeted system(s), or be provided access to confidential information. Testing will include network-based vulnerability identification, along with patch/hotfix and configuration checking. Client acknowledges and agrees to the following:

- Client certifies they have the legal right to agree to these terms and conditions for the IP addresses and URL's provided to HBS.
- Client authorizes HBS to perform security testing and exploitation of Client's selected network assets, as defined above.
- The various reconnaissance and network testing will likely produce alerts by network and host-based intrusion detection systems.
- Large amounts of log messages may be generated resulting in excessive log file disk space consumption.
- The operational availability of the Client's systems and network may be temporarily degraded or halted during the testing.
- While rare, it is possible that computer systems and/or network devices may become unresponsive or crash as a result of testing. This will require the Client to "reset" the system.
- Client agrees to accept all risks associated with these services and accepts all responsibility for the consequences of a system failure that may be caused by these services.

Terms

Binding Agreement. This SOW describes the professional services and/or products, and results to be provided by HBS. Upon execution, this SOW shall be contractually binding on the parties. The HBS Standard Terms and Conditions located at <http://www.hbs.net/standard-terms-and-conditions> are also incorporated herein and made part of this Agreement.

Order of Precedence. Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions shall be resolved by giving priority and precedence in the following order:

- Statement of Work
- Standard Terms and Conditions

Work Hours. All professional services work will be completed during the normal business hours of 8:00 am – 5:00 pm Monday - Friday Central Time. Any work occurring after 5:00 pm or before 8:00 am or on weekends is subject to a bill rate of 1.5 times the normal rate, unless the parties agree otherwise in writing. In the event that any change to the above-stated work hours is required, whether due to shipping or delivery delays or any other reason, the parties shall utilize the Change Order process.

General. No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this project and SOW. HBS shall not be responsible for any delay caused by the Client or its vendors or contractors, equipment or shipping delays, or any other occurrence not caused by HBS. This SOW is not subject to termination without cause or for convenience.

Confidentiality. Each party may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this SOW.

Arctic Wolf + vCISO Renewal Due 6/12/26 (Year 2 of 2)

Quote #404222 v3



Prepared For:

Bentonville, City of
Dennis Hayes
1000 SW 14th Street
Bentonville, AR 72712

P: (479) 271-3127
E: dhayes@bentonville.ar.gov

Prepared By:

Fayetteville, AR Office
Sam Karnatz
3775 N Mall Ave Suite 4
Fayetteville, AR 72703

P: 4793326952
E: skarnatz@hbs.net

Date Issued:

05.11.2026

Expires:

06.05.2026

TIPS

TIPS - 220105

Arctic Wolf Standard Renewal	Price	Qty	Ext. Price
Arctic Wolf Plus User License - Gold (MDR & MR) - Term: 2026-06-13 - 2027-06-12	\$159.71	750	\$119,782.50
Arctic Wolf Plus Server License - Gold (MDR & MR) - Term: 2026-06-13 - 2027-06-12	\$153.82	200	\$30,764.00
Arctic Wolf Managed Detection & Response Log Retention: 1 year - Term: 2026-06-13 - 2027-06-12	\$6.00	970	\$5,820.00
Arctic Wolf MDR Data Explorer - Term: 2026-06-13 - 2027-06-12	\$6.65	970	\$6,450.50
Arctic Wolf 200 Series Sensor - Term: 2026-06-13 - 2027-06-12	\$1,653.52	2	\$3,307.04
Arctic Wolf MDR Office 365 user license - Term: 2026-06-13 - 2027-06-12	\$12.34	750	\$9,255.00
Arctic Wolf Internet App Service License - Term: 2026-06-13 - 2027-06-12	\$329.12	20	\$6,582.40
Arctic Wolf JumpStart Retainer - Term: 2026-06-13 - 2027-06-12	\$4,878.05	1	\$4,878.05
Arctic Wolf Managed Security Awareness Plus - Term: 2026-06-13 - 2027-06-12	\$0.00	750	\$0.00
Arctic Wolf Security Operations Warranty - \$1M (Enrollment Required) - Term: 2026-06-13 - 2027-06-12	\$0.00	1	\$0.00
Arctic Wolf Aurora Base Platform - Term: 2026-06-13 - 2027-06-12	\$0.00	1	\$0.00
Subtotal			\$186,839.49

Virtual Chief Information Security Officer	Price	Qty	Ext. Price
Virtual Chief Information Security Officer / 12 Month Term / 36 Hours If more hours were consumed than contracted for, an invoice will be sent for the overage at the standard Time & Material Rate.	\$16,080.00	1	\$16,080.00
Subtotal			\$16,080.00

Non-Returnable/Non-Refundable Language

Client understands that all orders for Arctic Wolf are final when accepted by Arctic Wolf. No cancellations, returns, exchanges or refunds are allowed. Invoicing will align with subscription term dates. Client agrees to pay the total amount for the subscription and support services in accordance with the terms specified above. Arctic Wolf terms may be found at <https://arcticwolf.com/terms/>

Billing Cycle : Annual
Committed Terms : 12
Quote Term : 12
Number of Payments : 1
Public Sector Contract : TIPS
Order Type : Renewal
Transaction Type : Resale

End User Terms: *The Net Total price for each item in the table above will increase by 8.0% on (i) the annual anniversary of the Subscription Start Date or (ii) the

end of any prepaid, in full multi-year Committed Term (the "Increase"). Thereafter, pricing for any subsequent renewals is as set forth in the Agreement.

Arctic Wolf's delivery of the products, services, and Solutions described herein are governed by the applicable Agreement located at <https://arcticwolf.com/terms> (or such other agreement executed by Arctic Wolf and the end user). The terms of this Order Form are Confidential Information and may not be disclosed except as otherwise provided in the applicable Agreement.

Term and Renewal: This Agreement shall be in effect for the Subscription Term or Term, as applicable, specified in the Supplemental Product Terms or on an Order Form, and any renewal thereof. Unless otherwise set forth on the Order Form or the applicable Supplemental Product Terms, any Subscription Term will automatically renew in its entirety at the end of the initial Term for the same period of time as the initial Subscription Term, but in no event more than a twelve (12) month term, and subject to the then-current terms and applicable price at the time of renewal; provided however, if either party would like to opt out of automatic renewal or reduce subscription scope, then such party must notify the other party no less than sixty (60) days prior to the expiration of the then-current Subscription Term or Term, as applicable.

Arctic Wolf Security Operations Warranty: (If applicable) The Security Operations Warranty is an industry-leading benefit offered to eligible Arctic Wolf customers that helps them with recovery and remediation funds should they experience a security incident covered by the program. Upon finalization of this Order Form and for initial enrollment in the Service Warranty, Customer will receive a link with an embedded token from Arctic Wolf's third-party service provider, Cysurance. CUSTOMER MUST ENROLL IN THE SERVICE WARRANTY AND RECEIVE AN ENROLLMENT CONFIRMATION EMAIL TO BE ELIGIBLE FOR THE SERVICE WARRANTY. Execution or acceptance of this Order Form DOES NOT constitute enrollment in the Service Warranty. If this is a renewal Order Form that qualifies for the Service Warranty, Customer's initial enrollment in the Service Warranty will continue. The Subscriber Terms can be found at <https://arcticwolf.com/terms/subscriber-terms/>

Quote Summary	Amount
Arctic Wolf Standard Renewal	\$186,839.49
Virtual Chief Information Security Officer	\$16,080.00
Total:	\$202,919.49

This Quote does not include any federal or state prevailing wage rates, unless specifically noted. If this project requires compliance with any federal or state prevailing wage laws, the customer must immediately notify Heartland in writing prior to acceptance so that Heartland can provide an updated Quote. Any modifications made after the project commencement will result in additional charges and delays.

This quote may not include applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges. Final applicable sales tax, telecommunications taxes, shipping, handling, and delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice, and may be changed by HBS at any time up until shipment. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2022.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2026.v1.0

Acceptance	
<p>Fayetteville, AR Office</p> <div style="background-color: black; width: 100px; height: 40px; margin: 10px auto;"></div> <p>Sam Kamatz</p> <hr/> <p>Signature / Name</p> <hr/> <p>05/11/2026</p> <hr/> <p>Date</p>	<p>Bentonville, City of</p> <hr/> <p>Signature / Name</p> <hr/> <p>Initials</p> <hr/> <p>Date</p>

Journal Entry Arctic Wolf Renewal 2026

Account Ty	Organizati	Object	Year	Line	Quantity	Amount	Description
IT	101050	43310	2026	250	1	\$91,313.77	Cyber Security Monitoring & Prevention Services
Street	203810	43310	2026	290	1	\$20,291.95	Cyber Security Monitoring & Prevention Services
Utility Billir	503530	43310	2026	80	1	\$91,313.77	Cyber Security Monitoring & Prevention Services
						\$202,919.49	

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, FOR RENEWAL OF CYBER SECURITY SERVICES, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED TWO THOUSAND NINE HUNDRED NINETEEN DOLLARS AND FORTY-NINE CENTS (\$202,919.49); AND FOR OTHER PURPOSES.

WHEREAS, the IT Department needs to renew the cyber security services provided by Heartland Business Systems;

WHEREAS, this purchase is made pursuant to TIPS Contract #220105 which is compliant with the City's Purchasing Policy; and

WHEREAS, no budget adjustment is needed

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Heartland Business Systems, for cyber security renewal, in an amount not to exceed two hundred two thousand nine hundred nineteen dollars and nineteen cents (\$202,919.49);

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:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

TYPE



Street Vacation

NW 3RD ST

NE 3RD ST

N MAIN ST

NE A ST

PROPOSED
ROW
VACATION



VAC26-0002
Proposed ROW Vacation
N. Main St



RESOLUTION NO. _____

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

WHEREAS, a petition was filed with the City Council of Bentonville, Arkansas by 216 and 220 North Main LLC requesting street right of way vacation (VAC26-0002) within the City of Bentonville, Arkansas be vacated, which said right of way easement is described as follows:

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

COMMENCING at a 5/8-inch rebar being the Northwest Corner of a right-of-way dedication as designated in plat instrument #L201810373;
THENCE along the North Line of said dedication, South 88°13'48" East, 2.31 feet to the POINT OF BEGINNING;
THENCE continuing along said South 88°13'48" East, 5.51 feet to a set 5/8-inch rebar at the Northwest Corner of Lot 209 of the Bentonville Original subdivision per Plat Instrument #L201810373;
THENCE along the West Line of said Lot 209, South 01°28'36" West, 88.74 feet to the Southwest Corner of said Lot 209;
THENCE along the South Line of the Right-of-Way dedication conveyed in #L201810373, North 88°17'13" West, 5.54 feet;
THENCE North 01°29'38" East, 88.74 feet to the POINT OF BEGINNING, containing 494 square feet or 0.01 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing June 9, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

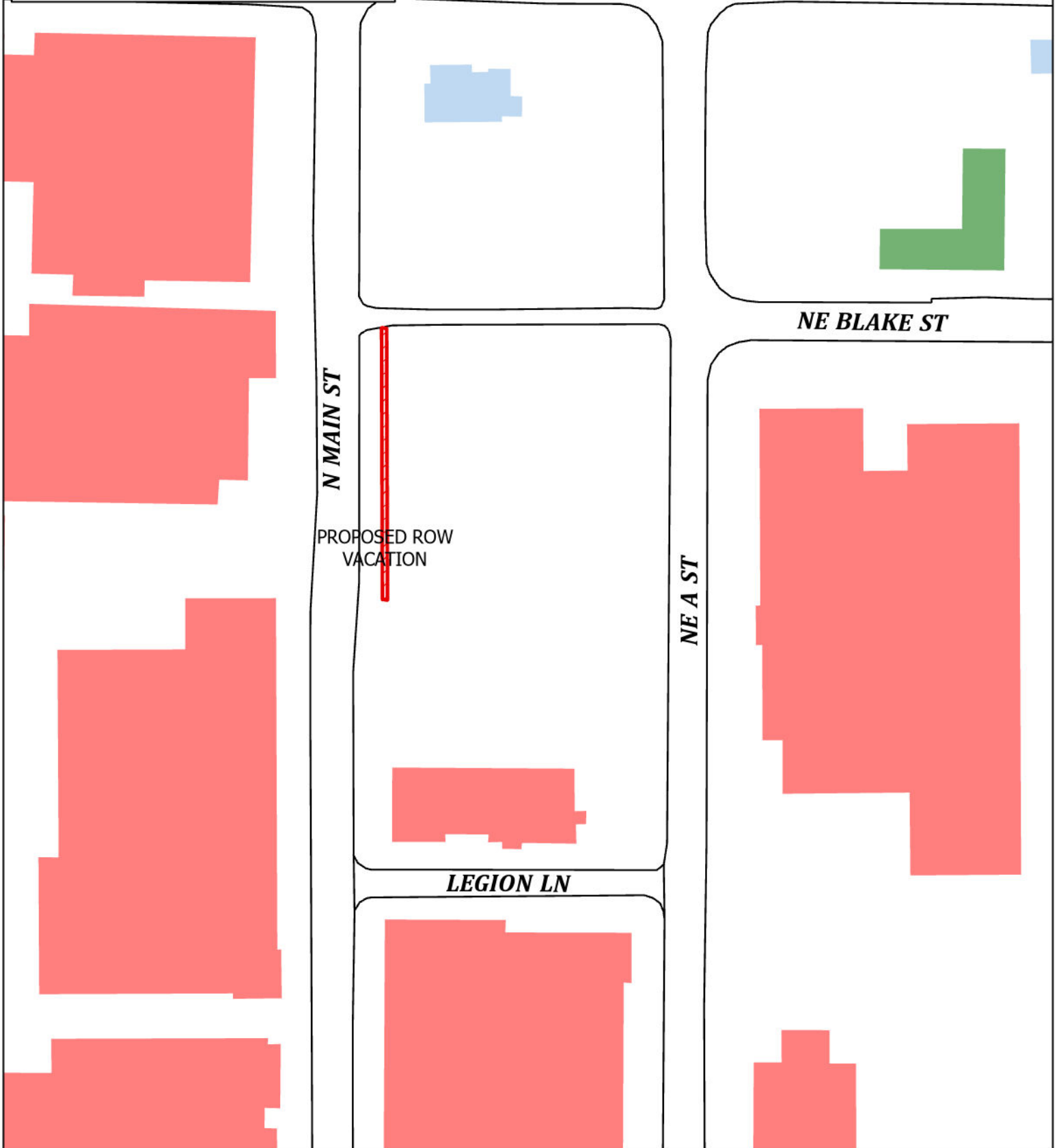
City Hall

305 SW A Street Bentonville, AR 72712

TYPE



Street Vacation



N MAIN ST

NE 3RD ST

NE BLAKE ST

NE A ST

LEGION LN

PROPOSED ROW
VACATION



VAC26-0005
Proposed ROW Vacation
N. Main St



RESOLUTION NO. _____

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

WHEREAS, a petition was filed with the City Council of Bentonville, Arkansas by 216 and 220 North Main LLC requesting a right of way vacation (VAC26-0005) within the City of Bentonville, Arkansas be vacated, which said right of way easement is described as follows:

A tract of land located in Section 30, Township 20 North, Range 30 West, also being the Right-of-Way dedication depicted in Plat Book 4 Page 247 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 LS1789 set at the Southwest Corner of the West half of Lot 76 of the Bentonville Original Subdivision;
THENCE along the South Line of the Right-of-Way dedication conveyed in Plat Book 4 page 247, North 87°50'51" West, 3.32 feet;
THENCE along the West Line of said dedication, North 01°29'38" East, 169.11 feet;
THENCE departing said West Line along the North Line of said dedication, South 88°19'27" East, 2.93 feet to the Northwest corner of a part of Lot 76 of the Bentonville Original Subdivision;
THENCE along the West Line of said part of Lot 76, South 01°20'58" West, 169.14 feet to the **POINT OF BEGINNING**, containing 525 square feet or 0.01 acres, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described right of way easement is set for a hearing June 9, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

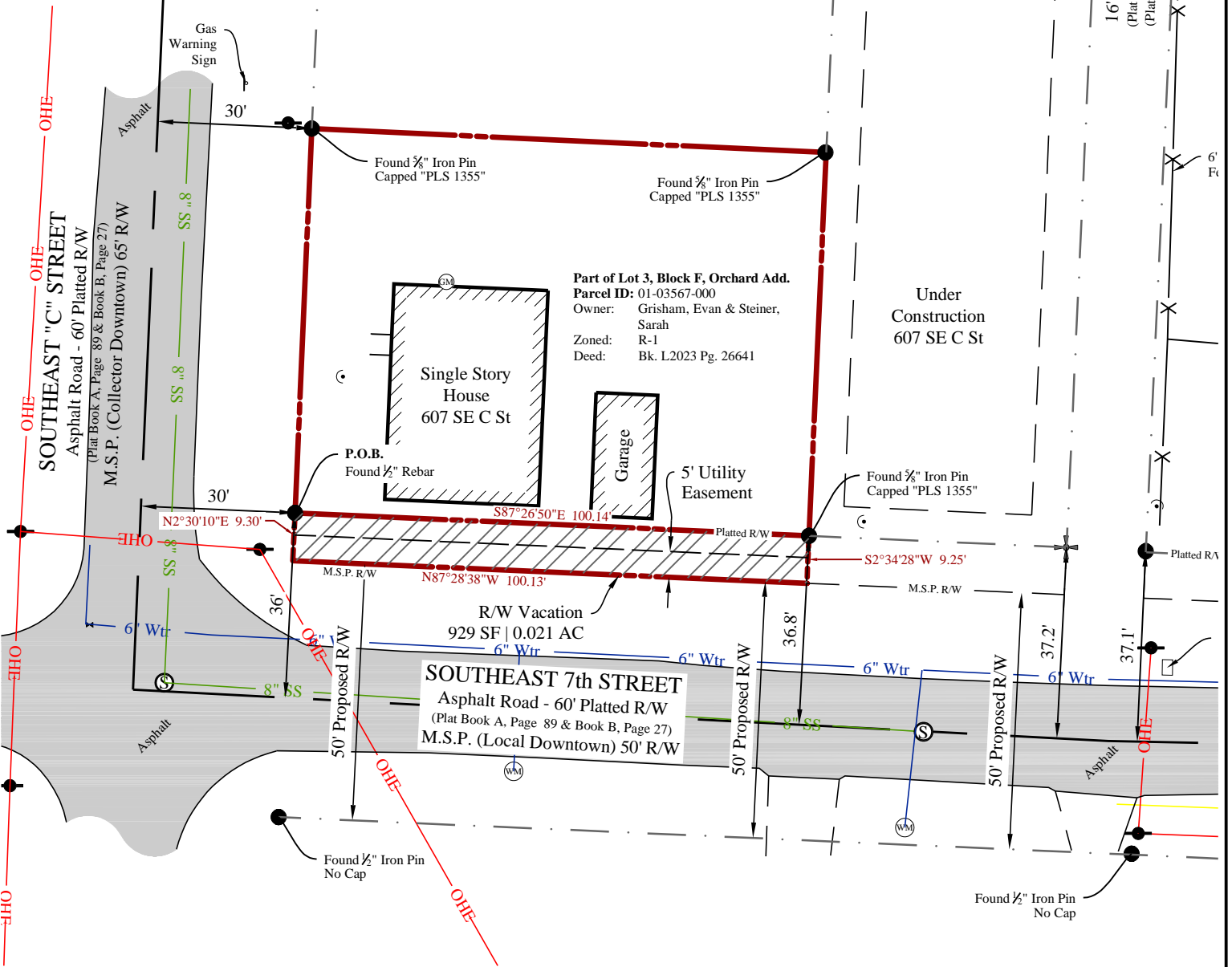
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Part of Lot 3, Block F Right of Way Vacation Exhibit



Part of Lot 3, Block F, Orchard Add.
Parcel ID: 01-03567-000
Owner: Grisham, Evan & Steiner, Sarah
Zoned: R-1
Deed: Bk. L2023 Pg. 26641

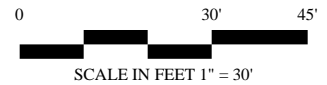
SOUTHEAST 7th STREET
 Asphalt Road - 60' Platted R/W
 (Plat Book A, Page 89 & Book B, Page 27)
 M.S.P. (Local Downtown) 50' R/W

Part of Lot 3 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows:

Beginning (P.O.B) at the Southwest Corner of Lot 3, Block F, Orchard Addition as shown on Plats Recorded in Book A, Page 89, Book B, Page 27, being the intersection of the North Right-of-Way of SE 7th Street and the East Right-of-Way of SE C Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence South $87^{\circ}26'50''$ East, 100.14 feet, along said North Right-of-Way; thence departing said North Right-of-Way, South $2^{\circ}34'28''$ West, 9.25 feet; thence North $87^{\circ}28'38''$ West, 100.13 feet; thence North $2^{\circ}30'10''$ East, 9.30 feet to the Point of Beginning (P.O.B.)

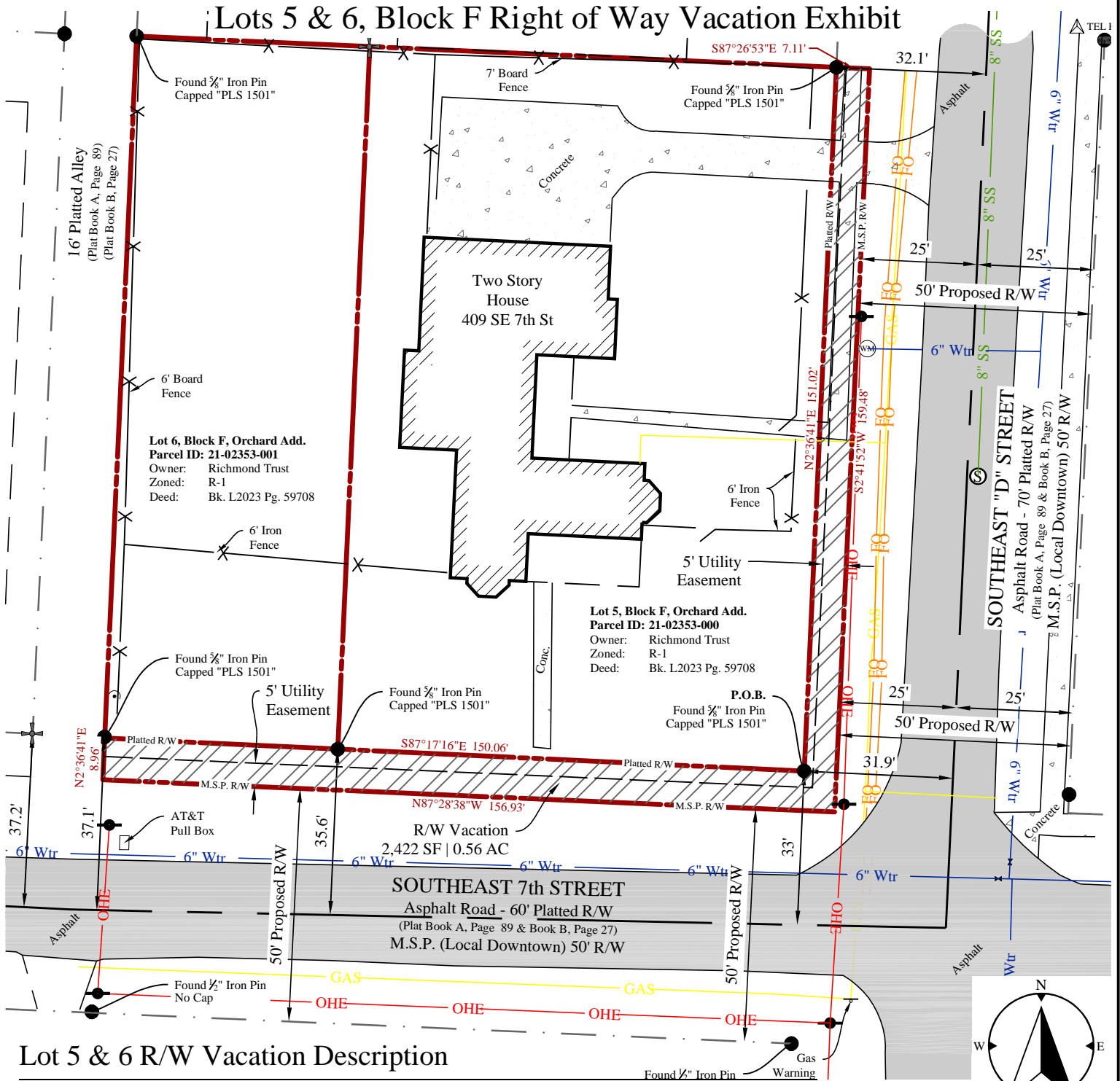
Contains 929 square feet or 0.021 acres of land, more or less.



Civil Engineering Inc.
 BENTONVILLE, AR 72712

DRAWING No: Block F Exhibits
DRAWN BY: Jon
ISSUE DATE: 04/28/2026
SHEET 01 of 01

Lots 5 & 6, Block F Right of Way Vacation Exhibit

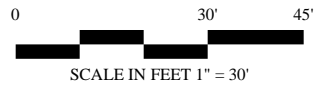
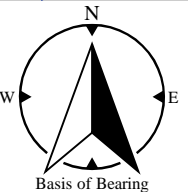



Lot 5 & 6 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows:

Beginning (P.O.B) at the Southeast Corner of Lot 5, Block F as shown on Lot Split, Recorded in Book 2013, Page 67, being the intersection of the North Right-of-Way of SE 7th Street and the West Right-of-Way of SE D Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence North 2°36'41" East, 151.02 feet, along said West Right-of-Way; thence departing said West Right-of-Way, South 87°26'53" East, 7.11 feet; thence South 2°41'52" West, 159.48 feet; thence North 87°28'38" West, 156.93; thence North 2°36'41" East, 8.96 feet, to the intersection of said North Right-of-Way and the East Right-of-Way of a 16' Ally as shown Plats Recorded in Book A, Page 89, Book B, Page 27; thence South 87°17'16" East, 150.06 feet, along said North Right-of-Way to the Point of Beginning (P.O.B.)

Contains 2,422 square feet or 0.056 acres of land, more or less

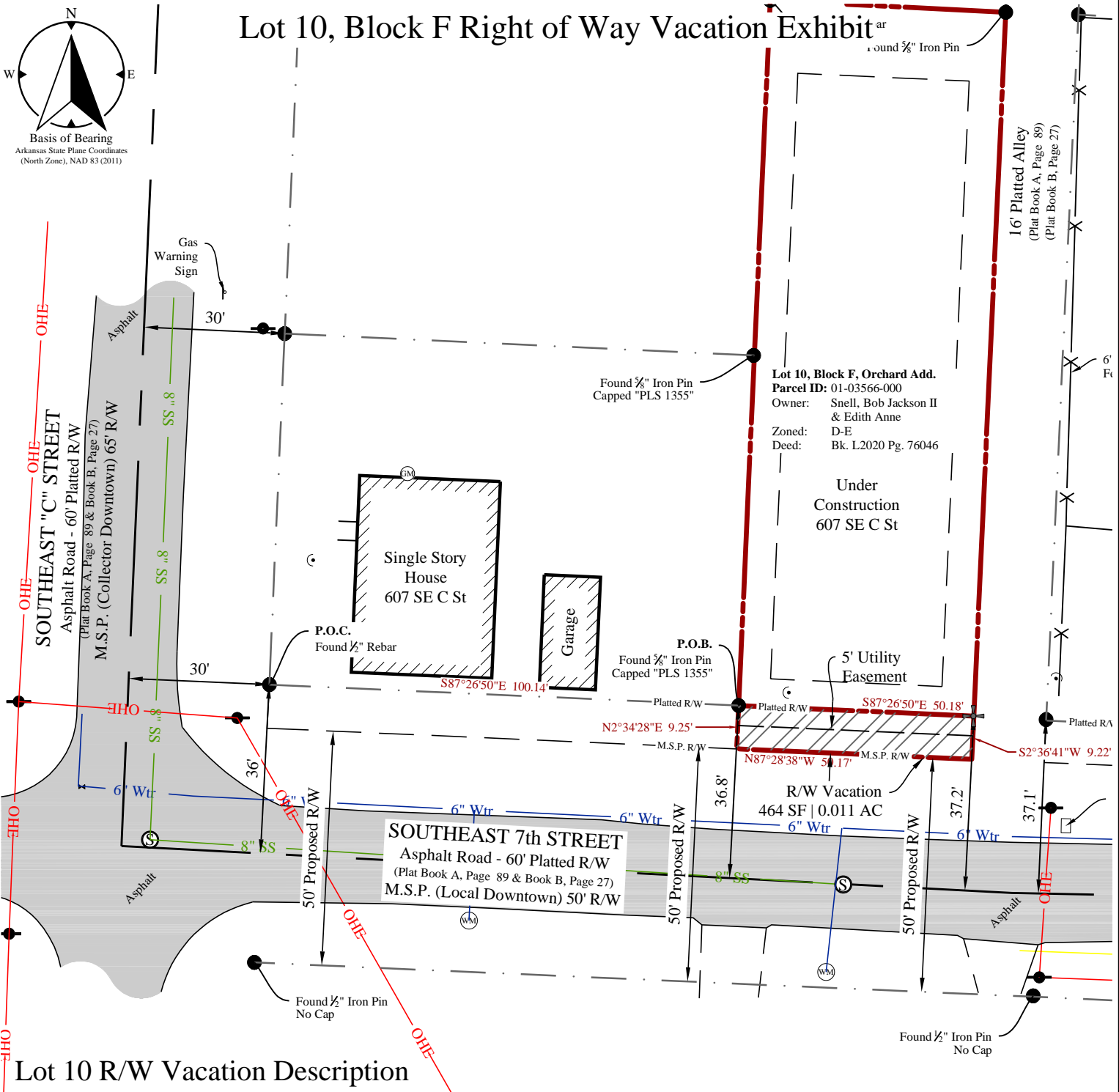




Civil Engineering Inc.
BENTONVILLE, AR 72712

DRAWING №: Block F Exhibits
DRAWN BY: Jon
ISSUE DATE: 04/28/2026
SHEET 01 of 01

Lot 10, Block F Right of Way Vacation Exhibit

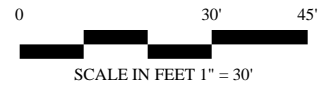


Lot 10 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows:

Commencing (P.O.C) at the Southwest Corner of Lot 3, Block F, Orchard Addition as shown on Plats Recorded in Book A, Page 89, Book B, Page 27, being the intersection of the North Right-of-Way of SE 7th Street and the East Right-of-Way of SE C Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence South 87°26'50" East, 100.14 feet, along said North Right-of-Way to the Point of Beginning (P.O.B.); thence South 87°26'50" East, 50.18 feet, to the intersection of said North Right-of-Way and the West Right-of-Way of a 16' Alley as shown Plats Recorded in Book A, Page 89, Book B, Page 27; thence departing said North Right-of-Way, South 2°36'41" West, 9.22 feet; thence North 87°28'38" West, 50.17 feet; thence North 2°34'28" East, 9.25 feet to the Point of Beginning (P.O.B.)

Contains 464 square feet or 0.011 acres of land, more or less.



Civil Engineering Inc.

BENTONVILLE, AR 72712

DRAWING No: Block F Exhibits
 DRAWN BY: Jon
 ISSUE DATE: 04/28/2026

SHEET 01 of 01

RESOLUTION NO. _____

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

WHEREAS, a petition was filed with the City Council of Bentonville, Arkansas by Jonathan Berry requesting a right of way vacation (VAC26-0011) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

Part of Lot 3 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows:

Beginning (P.O.B) at the Southwest Corner of Lot 3, Block F, Orchard Addition as shown on Plats Recorded in Book A, Page 89, Book B, Page 27, being the intersection of the North Right-of-Way of SE 7th Street and the East Right-of-Way of SE C Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence South 87°26'50" East, 100.14 feet, along said North Right-of-Way; thence departing said North Right-of-Way, South 2°34'28" West, 9.25 feet; thence North 87°28'38" West, 100.13 feet; thence North 2°30'10" East, 9.30 feet to the Point of Beginning (P.O.B.)

Contains 929 square feet or 0.021 acres of land, more or less.

Lot 5 & 6 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows:

Beginning (P.O.B) at the Southeast Corner of Lot 5, Block F as shown on Lot Split, Recorded in Book 2013, Page 67, being the intersection of the North Right-of-Way of SE 7th Street and the West Right-of-Way of SE D Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence North 2°36'41" East, 151.02 feet, along said West Right-of-Way; thence departing said West Right-of-Way, South 87°26'53" East, 7.11 feet; thence South 2°41'52" West, 159.48 feet; thence North 87°28'38" West, 156.93; thence North 2°36'41" East, 8.96 feet, to the intersection of said North Right-of-Way and the East Right-of-Way of a 16' Ally as shown Plats Recorded in Book A, Page 89, Book B, Page 27; thence South 87°17'16" East, 150.06 feet, along said North Right-of-Way to the Point of Beginning (P.O.B.)

Contains 2,422 square feet or 0.056 acres of land, more or less

Lot 10 R/W Vacation Description

Part of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section 32, Township 20 North, Range 30 West of the Fifth Principal Meridian, Benton County, Arkansas. Being more particularly described as follows: Commencing (P.O.C) at the Southwest Corner of Lot 3, Block F, Orchard Addition as shown on Plats Recorded in Book A, Page 89, Book B, Page 27, being the intersection of the North Right-of-Way of SE 7th Street and the East Right-of-Way of SE C Street as shown on Plats Recorded in Book A, Page 89, Book B, Page 27; thence South 87°26'50" East, 100.14 feet, along said North Right-of-Way to the Point of Beginning (P.O.B.); thence South 87°26'50" East, 50.18 feet, to the intersection of said North Right-of-Way and the West Right-of-Way of a 16' Ally as shown Plats Recorded in Book A, Page 89, Book B, Page 27; thence departing said North Right-of-Way, South 2°36'41" West, 9.22 feet; thence North 87°28'38" West, 50.17 feet; thence North 2°34'28" East, 9.25 feet to the Point of Beginning (P.O.B.)

Contains 464 square feet or 0.011 acres of land, more or less.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described right of way easement is set for a hearing June 9, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

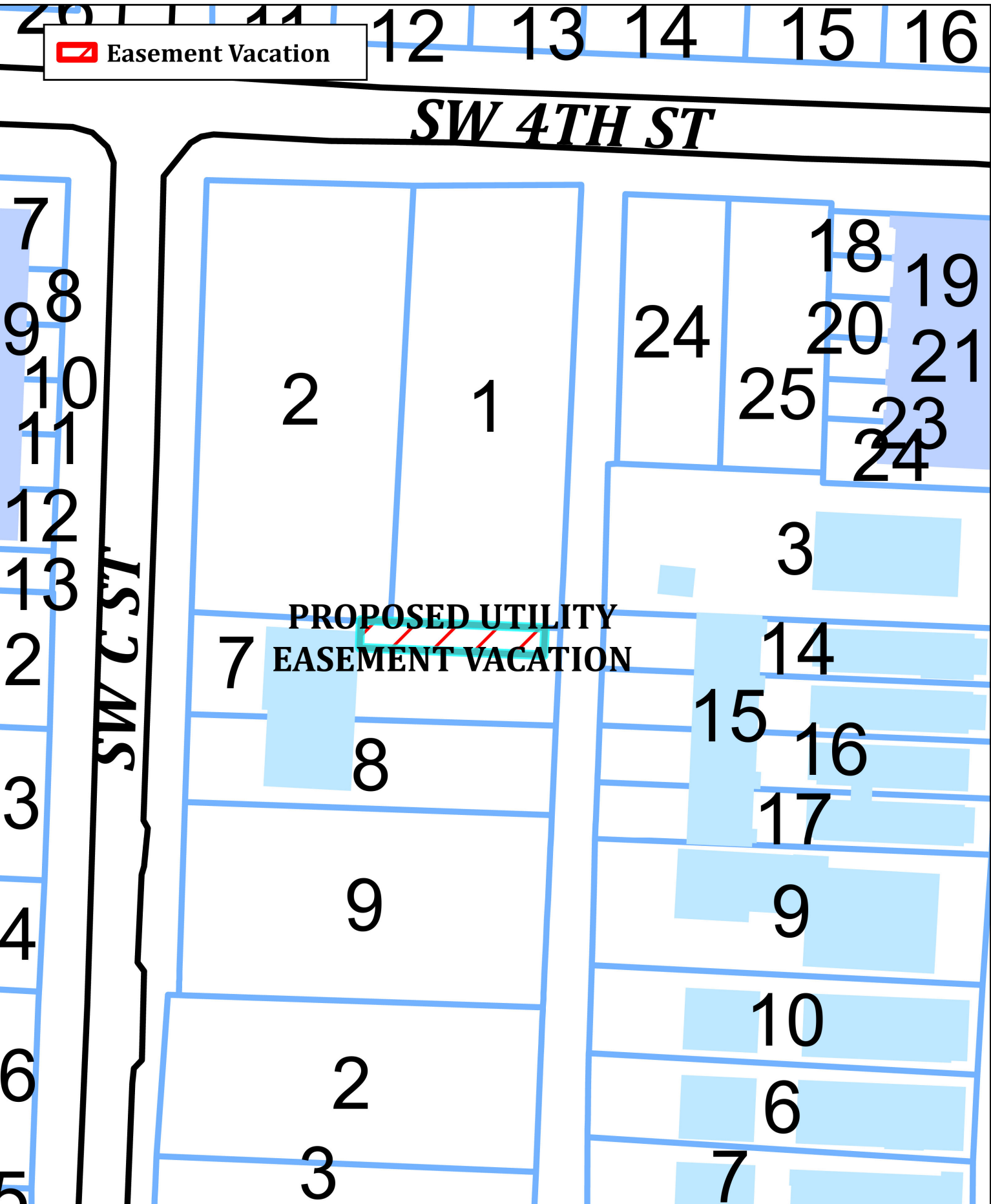
Budget Impact Notes for Consideration (Optional):

 Easement Vacation

SW 4TH ST

SW C ST

**PROPOSED UTILITY
EASEMENT VACATION**



VAC26-0013
Vacation
Tucker SW C ESMT VAC/RED



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by TUCKER, KEVIN & KATHERINE requesting a utility easement vacation (VAC26-0013) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A PART OF LOT 7, BEING A LOT SPLIT OF LOT 1 IN BLOCK 2 OF SCOGGAN SUBDIVISION, A SUBDIVISION IN BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT L202052374 BEING FURTHER DESCRIBED AS:

COMMENCING FROM A CONSTRUCTION NAIL AT THE NE CORNER OF LOT 7; THENCE ALONG THE NORTH LINE OF SAID LOT N 87°40'21" W A DISTANCE OF 5.73' TO A POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE S 02°19'11" W A DISTANCE OF 10.00' TO A POINT; THENCE N 87°40'21" W A DISTANCE OF 66.99' TO A POINT; THENCE N 02°19'39" E A DISTANCE OF 10.00' TO A POINT ON SAID NORTH LINE; THENCE ALONG SAID NORTH LINE S 87°40'21" E A DISTANCE OF 66.99' TO THE POINT OF BEGINNING, CONTAINING 670 SQ. FEET, 0.02 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing June 9, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT									
FORMAL SEALED BID TABULATION									
Date of Bid Opening:	5/5/26	Time of Bid Opening: 1:00 p.m			1:00 PM		IFB-26-31		
Solicitation Title: Asphalt Materials									
Bidders:				Grant Garrett Excavating, Inc		APAC-Central, Inc		Emery Sapp & Sons, Inc	
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	4200	Ton	ACHM 9.5MM Superpave PG 64 - 22 (NO RAS): per AHTD 2014 Specifications Section 407	\$88.00	\$369,600.00	\$77.92	\$327,264.00	\$72.27	\$303,534.00
2	1000	Ton	ACHM 12.5MM PG 70 - 22 surface course shall be as set forth under Section 700.06 of the City of Bentonville Municipal Code for a collector street classification	\$91.00	\$91,000.00	\$85.61	\$85,610.00	\$71.00	\$71,000.00
3	1	Lump Sum	Start Up Price for Plant – Estimated One (1) Event each year	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	1	Hour	Provider Delivery – Cost per Hour(Estimated for 12 hours per day)	\$110.00	\$110.00	\$110.00	\$110.00	\$117.71	\$117.71
Total Bid Price				\$460,710.00		\$412,984.00		\$374,651.71	
purchasing@bentonvillear.com - (479) 271-3115									
TABULATION VERIFICATION									



Michelle Gaudern
Purchasing & Compliance Specialist III



Daniel Clardy
Street Department Manager

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-26-31 TO EMERY SAPP & SONS, INC. FOR THE PURCHASE OF ASPHALT MATERIALS AS REQUIRED FOR STREET SURFACE REPAIRS AND STREET RESURFACING; AND FOR OTHER PURPOSES.

WHEREAS, Emery Sapp & Sons, Inc. is the lowest qualified bidder for bid IFB-26-31;

WHEREAS, the purchase of Asphalt Materials will be for use by the Street Department on as needed basis through the end of 2026; 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 authorized to enter into an agreement with Emery Sapp & Sons, Inc. for the purchase of asphalt materials as required for street surface repairs in an amount not to exceed the amount previously approved in the 2026 Budget for said purposes;

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	5/12/26	Time of Bid Opening:	1:30 PM	IFB-26-33
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Solicitation Title: Mastic Sealer

Innovative				BIDDER 1			
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price		
1	102,105	SY	Mastic Sealer, As Specified	\$2.94	\$300,188.70		
2	572	LF	Thermoplastic Pavement Marking Yellow 4"	\$4.00	\$2,288.00		
3	70	LF	Thermoplastic Pavement Marking White 12"	\$12.00	\$840.00		
4	132	LF	Thermoplastic Pavement Marking White 24"	\$24.00	\$3,168.00		
5	1	LS	Maintenance of Traffic, As Specified in Sec. 603 of the AHTD 2014 Edition	\$30,000.00	\$30,000.00		
Total Bid Price				\$336,484.70			

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

TABULATION VERIFICATION



Michelle Gaudem
Purchasing Agent



Daniel Clardy
Street Manager

RESOLUTION NO. _____

A RESOLUTION AWARDED BID IFB-26-33 TO INNOVATIVE ROADWAY SOLUTIONS LLC, IN THE AMOUNT OF THREE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS AND SEVENTY CENTS (\$336,484.70), FOR MASTIC SEALER FOR CITY OF BENTONVILLE STREETS; AND FOR OTHER PURPOSES.

WHEREAS, Innovative Roadway Solutions LLC is the lowest qualified bidder for bid IFB-26-33;

WHEREAS, the purchase of Mastic Sealer is for City of Bentonville Streets; 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 authorized to enter into an agreement Innovative Roadway Solutions LLC for the purchase of Mastic Sealer for City of Bentonville Streets in the amount of Three-Hundred Thirty-Six Thousand Four-Hundred Eighty-Four Dollars and Seventy Cents (\$336,484.70).

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



LETTER AGREEMENT AMENDMENT NO. 1

Date: April 16, 2026

This AMENDMENT (“Amendment”) shall amend and become a part of the Letter Agreement for Professional Services dated July 20, 2021, between the City of Bentonville, Arkansas (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services for the following Project (the “Agreement”):

PROJECT DESCRIPTION AND LOCATION

Project is located at: SW 2nd Street and SW O Street, Bentonville, Arkansas

Project Description: Stormwater Improvements (MUNIS #21EN0020)

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson’s Scope of Services under the Agreement is amended by adding and/or subtracting services specifically described below:

The original Project Scope was completed in January 2023, and Project was placed on hold. In first quarter of 2025, Project was activated again. Several updates to plans were required after coordinating with utility companies and property Owners for easement acquisition.

Additionally, in early 2026, the Client requested a revision to previously completed stormwater improvement designs. This new request was to try and reduce design to lower proposed construction costs.

The Project shall be designed according to the Client design criteria per Stormwater Management and Drainage Manual. If a building or street cannot be adequately protected to meet criteria or it is determined to be not cost-effective to do so, Olsson shall meet with the Client to discuss location and design alternatives available. For those areas not meeting Client criteria, Client shall provide a waiver of criteria requirements. Labor rates and expenses have been updated to reflect 2026 rates. Other specific Scope changes are discussed herein.

Phase 100 – Project Management – No Additional Scope

Phase 200 – Project Meetings – No Additional Scope

Phase 300 – Public Engagement – No Additional Scope

Phase 400 – Utility Coordination – No Additional Scope

Phase 500 – Survey Services – No Additional Scope

Phase 600 – Geotechnical Exploration – No Additional Scope

Phase 700 – Environmental

Task 704 – Nationwide Permit

Olsson has provided the following services:

- Submitted Nationwide Permit for Section 404 Permit with United States Army Corps of Engineers (USACE)
- Performed stream and wetland assessment prior to completing Nationwide Permit application

Olsson shall submit Short Term Activity Authorization (STAA) to the State of Arkansas.

Phase 800 – Traffic Studies – No Additional Scope

Phase 900 – Alternative Analysis – No Additional Scope

Phase 1000 – Concept Design (30 Percent Plans) – No Additional Scope

Phase 1100 – Preliminary and Right-of-Way Design (60 Percent Plans) – No Additional Scope

Phase 1200 – Design Phase

Task 1208 – 2025 Evaluation of Secondary Alternate and Update to Plans

Olsson has provided the following services:

- Performed utility potholing to identify depth of utility crossings, staking locations of utility conflicts prior to vacuum truck arriving at Project site
- Modified Project design to accommodate utilities and avoid relocations, where possible. Project drawings, specifications, and estimates shall be updated accordingly.
- Evaluated an alternative alignment to eliminate remaining easements, coordinating with Property Owners and Client and providing guidance on options to move forward with and without the easement

Task 1209 – 2026 Evaluation of Secondary Alternate and Update to Plans

Olsson shall provide the following services:

- Modify existing design to reduce overall storm sewer network to approximately 200-feet in length to truncate along the eastern side of O Street at an up-well junction near current design location of JB-135. Purpose of this is to reduce length and projected construction fees.
- Perform updates to Project drawings, specifications, and estimates shall be updated accordingly

Phase 1300 – Right-of-Way Acquisition – No Additional Scope

Phase 1400 – Bidding – No Additional Scope

Phase 1500 – Construction Phase Services

To incorporate Scope of Services included in this Amendment, the following reduction in Scoped activities are proposed. The following items being struck through shall be removed from previously accepted Scope of Services to maintain a net zero budget change.

Construction Phase Services – The Project Scope of Services includes pre-construction preparation, construction staking, observation and administration, materials testing, post-construction documentation, and Project closeout. Estimated fee is based on 120 calendar days.

Task 1501 – Construction Staking Services (one time) – No Additional Scope

Task 1502 – Construction Administration

Olsson shall provide the following services:

- Assist Client in planning and conducting a pre-construction meeting
- Perform review of shop drawings and materials submittals and issue back to Contractor
- Professional review and coordination throughout construction, including periodic attendance at progress meetings, schedule reviews, dealing with Contractor and utility issues, issuance of field orders, work change directives, change orders, and review and approval of Contractor's pay applications
- Receive Contractor requests for interpretation or clarification on intent of contract specifications during construction and issue responses as required. Coordinate with Client, communication of such responses to prime Contractor.
- ~~• Determine whether or not the contractor is generally adhering to the specifications and plan documents, and schedule through on going observations.~~
- ~~• Report to City, giving opinions and suggestions based on the observations regarding defects or deficiencies in the contractor's work and relating to compliance with the contract documents.~~
- ~~• Prior to final walk through submit to the contractor a list of items observed to require completion or correction.~~
- Review of final documentation including final pay estimate, final change order, and punch list review
- Record Drawings based on plan markups provided by Contractor and Client

Task 1503 – Landscaping Construction Services – No Additional Scope

Task 1504 – Construction Observation and Materials Testing – Client Observation Only

- ~~• Construction Observer(s) to review plans and construction documents and set up appropriate field documentation books.~~
- ~~• Perform full and part time construction observation and document the work in progress.~~
- ~~• compile a daily diary that documents weather conditions, contractor(s) construction activity, contractor's personnel, equipment utilized, and discovered irregularities in the materials used or quality of work performed.~~

- ~~Determine the contractor's compliance with the contract and specifications and reject work and/or materials that are not in compliance.~~
- ~~Provide observation and documentation of the project traffic control and detour signage and communicate deficiencies to the contractor.~~
- When notified by Client, Olsson shall provide construction materials testing and reporting in accordance with testing frequencies outlined in Article 800 of the Client's Minimum Standard Specifications for Streets and Arkansas Department of Transportation Local Public Agency Manual, including concrete air, slump and cylinders; soil and base rock proctors and Atterberg limits; aggregate gradations and deleterious substances; soil density testing; aggregate base rock density testing; storm sewer trenches; asphaltic concrete density testing by nuclear gauge; and asphalt content of hot mix asphalt

Task 1505 – Project Closeout

- ~~Certification of Project – ENGINEER shall provide a certification that the project has been constructed in accordance with the Record Drawings.~~
- As-built survey – Olsson shall conduct a survey of completed Project to verify as-built condition. Survey shall include roadway centerline, all storm drainage related elements such as top and inverts of drainage structures, verification of culvert dimensions and pipe diameters, top of any berms and any detention basins. Curbs, sidewalks, multi-use paths, driveway and other roadway elements shall not be surveyed unless a design change was made during construction.
- Record Drawings – Olsson shall prepare record drawings reflecting information gathered during s-built survey and from markups provided by Contractor

Task 1506 – Letter of Map Revision – NOT INCLUDED IN THIS SCOPE

Upon Client request, Olsson shall provide the below in a supplemental Agreement:

DELIVERABLES:

Olsson shall provide the below to Client:

- Project Management Meeting notes
- Design memorandum (memo)
- Electronic plan submittals for concept, preliminary and final designs
- Opinions of probable construction costs with each submittal
- Contract documents and specifications for final design submittal
- Two recorded presentations
- Geotechnical report
- Environmental review memo
- Signed option or purchase agreement and/or final signed conveyance deed
- Appraisal report for each acquisition
- Plan and Quality Management Plan
- Final Call Log and Matrix
- Title policies (if applicable)
- ~~Construction Reports~~
- Record Drawings

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: Upon Notice to Proceed (NTP)

Anticipated Completion Date: One Year from NTP

COMPENSATION


For this Scope of Services modification, previous Scope and fee for services were developed in 2021. This Scope of Services Amendment shall include updating to current 2026 Olsson billing rates for Scope.

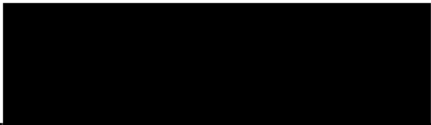
No change in overall Project budget shall be required.

TERMS AND CONDITIONS OF SERVICE

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Lee Beshoner, P.E., CFM
Group Leader

By 
Dennis Birge, P.E.
Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT NO. 1 WITH OLSSON INC. FOR SW 2ND & 'O' DRAINAGE IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, staff recommend approval of an amendment to Olsson's contract for SW 2nd & O Drainage Improvements;

WHEREAS, this amendment will revise the contract scope to modify existing design to reduce overall storm sewer network to approximately 200-feet in length to truncate along the eastern side of O Street at an up-well junction.; and

WHEREAS, no budget adjustment is needed.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into Amendment No. 1 with Olsson Inc. for SW 2nd & 'O' Drainage Improvements;

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

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

PASSED and APPROVED this _____ day of _____, 2026

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$	
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

**A RESOLUTION CALLING FOR A SPECIAL ELECTION
FOR THE VACANT POSITION OF COUNCIL MEMBER,
WARD 1, POSITION 2**

WHEREAS, Council Member Gayatri Richardson resigned her position as Council Member for Ward 1, Position 2 and the Council confirmed her resignation April 28, 2026, and

WHEREAS, there is more than one year remaining on former Council Member Richardson's term, and

WHEREAS, the City of Bentonville has a population according to the most recent Federal decennial census of more than 50,000.

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

Section. 1. The Council has determined that former Council Member Richardson's position shall be filled by special election to occur on November 3, 2026, with the filing period to begin on July 29, 2026 at 12:00 Noon and to end at 12:00 Noon on August 5, 2026, and with the ballot position draw set on August 24, 2026 at 4:00 p.m., subject to confirmation of those dates by the County Clerk of Benton County, and with such other procedures related to the election to be determined by the County Clerk of Benton County, the Benton County Election Commission, and any other appropriate officials according to law. The dates listed herein shall be subject to being reset by the described officials to comply with the law so that the special election can be conducted at the earliest practical date.

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
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
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue
		\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BENTONVILLE, ARKANSAS
Project No. 2302097**

CONTRACT AMENDMENT NO. 04

This Contract Amendment No. 4 (“Amendment”), effective on the date last written below, shall amend the original contract between the City of Bentonville, Arkansas (“Owner”) and Garver, LLC (“Garver”), dated August 20, 2024, referred to in the following paragraphs as the “Agreement.”

The Agreement is hereby modified as follows:

EXHIBIT A – SCOPE OF SERVICES

1. The attached hereto Exhibit A-4 is to be included, in its entirety, as a part of Exhibit A of the Agreement.

Exhibit B – Compensation Schedule

2. The attached hereto Exhibit B-4 is to be included, in its entirety as a part of Exhibit B of the Agreement.

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

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

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



CITY OF BENTONVILLE, ARKANSAS

GARVER

By: _____
Signature

By: _____


Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Mayor

Title: Water Team Leader

Date: _____

Date: 05/12/2026

Attest: _____

Attest: _____




EXHIBIT A-4 AMENDED SCOPE OF SERVICES

Project Overview

Generally, Amendment No. 04 is providing additional professional engineering services for the Bentonville Sewer Improvements and Master Plan. These services include construction and administration support for the Phase 01 Shewmaker Interceptor project. This project includes the improvement of approximately 6,700 linear feet of the existing 12" VCP interceptor from the North Lift Station to MH 320-3331, at the interceptor junction south of NE Tiger Blvd, to 24-inch PVC.

Phase 01 Services

1. Construction Services – Phase 01

The proposed fee for Construction Phase Services is based on a 335-calendar-day construction contract performance time. Substantial completion is expected to take 275 days. If it appears the construction time will extend beyond the time established in this Agreement, the Owner and Garver will negotiate an additional fee to cover expenses associated with continuing the agreed upon scope of work.

During the construction phase of work, Garver will accomplish the following:

1.A Engineering Construction Administration

Project Management and Project Progress

- a. Facilitate the preconstruction meeting. Garver will prepare the meeting agenda and prepare and distribute the meeting minutes. Assume meeting is being held in-person at the Bentonville Water Utilities office.
- b. Issue a Notice to Proceed letter to the Contractor.
- c. When authorized by the Owner, prepare an assumed maximum of five (5) change orders for changes in the work from those originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner and Garver will agree upon an adjustment in contract value to be executed via contract amendment prior to work commencing.
- d. Maintain a set of working drawings, details, change orders, and RFIs. Working drawings will be based on field observation and information provided by the contractor as part of their required as-built record keeping.
- e. Attend bi-weekly Construction Progress meetings with construction team and owner.



Pay Requests, Submittal Reviews, RFI's, Schedule Review

- a. Garver shall use Procore as the primary means to access, manage, and submit, without limitation, drawings and specifications, requests for information (RFIs), submittals, meeting minutes, coordination drawings, change orders and change directives, punch list and quality control items, invoicing, and all other project-related documentation.
- a. Evaluate and respond to construction material submittals and shop drawings. It is assumed there will be no more than 50 submittals. Garver will coordinate with the Owner prior to reaching the assumed limit regarding how to proceed.
 - Each submittal and shop drawing review includes the original submittal and shop drawing review and an assumption of one (1) resubmittal review for a total of one hundred (100) reviews overall. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the Project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.
- b. Issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (responding to RFIs) regarding the construction contract documents. It is assumed there will be no more than 15 RFI's. Garver will coordinate with the Owner prior to reaching the assumed limit regarding how to proceed.
- c. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.
- d. Communication and review of the contractor's construction schedule for adherence to the project schedule specifications. The proposed fee is based on a 3-hour review each month for 11 months.



1.B Resident Project Representative

Engineering Field Visits

- a. Garver's Engineer of Record or construction inspection/engineering team member associated with this project, will conduct bi-weekly site visits (anticipated to be twenty-two (22)) to the construction site to consult with the Owner and Contractor concerning progress, coordination, resolving field issues and verification of the necessity of a RFI or change order. These visits are separate from the Contractor Progress meetings. It is understood that the course of construction may dictate more or fewer visits in a given week.
- b. Provide documentation of purpose of visit and any discussions or decisions, in addition to the Observers Daily Report.

Construction Representation and Observation

- a. Provide 1.5 full-time resident construction services for the 335-calendar-day construction contract performance time required to cover multiple crews operating at the same time that are anticipated for the contractor to meet contract schedule. The proposed fee is based on approximately 9 hours per day, 5 days per week to match expected contractor work schedules for a total of 3,115 hours.
- b. Resident construction services will be provided by Garver's Resident Project Representative and an additional observer for when activities in the field warrant additional assistance, who will provide or accomplish the following:
 - Maintain a Project diary (daily reports) which will contain information pertinent to each site visit and construction activities for that day. These reports will be sent to the Owner and uploaded to the Owner's Procore job management software on a weekly basis. Daily report will generally include:
 - a. Daily activity of contractors and equipment onsite
 - b. Daily weather conditions, rainfall totals or other events that affect progress
 - c. BMP installations and compliance.
 - d. Installed pay items ready for payment, reviewed with contractor
 - e. Materials testing observed in the field
 - f. Directives given to the contractor or other critical conversations
 - g. Documentation delays or issues such as non-conforming work
 - h. Log of daily photos taken during the day's activities
 - Photo log and document pre-construction conditions and combine with required pre-construction condition documentation from contractor.
 - Contact the contractor immediately should non-conforming work be found, document the findings and track the issue until the work has been corrected.
 - Contact the Owner and Engineer immediately and follow-up via email about any issues with safety conditions.
 - Coordinate with the firm providing construction materials to schedule tests, notify the Owner and Garver to observe testing.
 - Review results from the materials testing firm for contract compliance and share with the appropriate parties. Schedule retest with the contractor as needed.
 - Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.



- Coordinate with contractor to review payment applications quantities and expectations, prior to a formal payment application being requested.
- Utilizing Procore, review the Contractor's progress payment and make recommendations to the Engineer and Owner for completed work and in compliance with the contract.
- Collaborate with BWU inspector on concerning installation practices and testing procedures.
- Coordinate testing with the BWU inspector and contractor

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor and Owner of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Owner shall be notified of deficiencies prior to a stop work order being given. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Project Closeout and Record Drawings

- a. Participate in substantial and final completion project walkthrough, prepare punch list, review final project closeout documents, and review and sign final pay request.
- b. Provide communication when action items required for final close out have been completed (or approved as the situation dictates).
- c. Prepare and furnish record drawings per BWU specifications, based on Contractor as-built redlines. Submit digital file in PDF and AutoCAD formats, of the record drawings to the Owner
- d. Deliverables to the Owner:
 - Provide PDF digital copies of Daily Rports, approved submittals, testing reports, and other construction related documentation.
 - Provide all project related documents not previously uploaded to the owners project software.
 - Provide as-built record drawings per BWU specifications, in PDF and AutoCAD formats, based on as-built survey data to the Owner.
 - Provide updated ICM sewer model per as-built drawings.

1.C Construction Materials Testing

Materials Testing

- a. Through a subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owners'



requirements. The subcontract will be time and materials with a Not to Exceed Amount.

- b. Testing covers the following:
 - Concrete testing shall be performed for fifteen (15) manholes, as designated by the Engineer, assuming up to fifteen (15) site visits. The first two (2) manholes constructed shall each include an additional concrete test cylinder for determination of three (3)-day compressive strength.
 - Compaction testing for 2 roadway crossings. This will include 1 Modified Proctor for use in the analysis. Testing will be conducted at least on the 1st lift and every 2nd or 3rd lift thereafter with visual compaction confirmation on non-tested lifts. Assuming 6 visits to cover material testing on each roadway crossing.
 - Reports associated with each test and result.
- d. Garver will review concrete and asphalt mixes, submitted by contractor, prior to pour. Garver and Material Testing Firm will review concrete load tickets for compliance with mix design.
- e. Garver and Material Testing Firm will coordinate all testing's required with contractor and applicable City department inspector.

2. Extra Work Not Included

The following items are not included under this agreement but will be considered as extra work:

- A. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval
- B. Tree survey by a certified arborist
- C. Storm drainage design for street improvements
- D. Profiling of street improvements
- E. Subsurface Utility Engineering (SUE) as part of construction services.
- F. Submittals or deliverables in addition to those listed herein
- G. Design of any utility's relocation other than the water and wastewater segments listed
- H. Traffic Control Plan design/redesign, outside those accounted for in the For Construction documents.
- I. Completion of a National Environmental Policy Act (NEPA) document
- J. Conducting a quantitative air quality analysis or air quality modeling
- K. Conducting a noise impact analysis
- L. Conducting threatened or endangered species surveys
- M. Obtaining Section 7 clearance from USFWS
- N. Preparation of a detailed habitat assessment report
- O. Developing a cultural resources mitigation plan
- P. Developing a Memorandum of Agreement (MOA) or completion of mitigation stipulations related to a MOA
- Q. Section 404 Individual Permit and any mitigation planning beyond the requirements identified with a Section 404 NWP, including on-site and/or off-site permittee responsible mitigation
- R. Individual water quality certification
- S. Phase I or II Environmental Site Assessment
- T. Coordination with FEMA for preparation/submittal of a CLOMR and/or LOMR, including



- Section 7 clearance for documenting “no take”
- U. Environmental Handling and Documentation, including mitigation plans or other work related to environmentally or historically (culturally) significant items

Extra Work will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and Garver.



**EXHIBIT B - 4
(AMENDED COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Project Management	\$15,062.00	Hourly Rate + Expenses
Historical Data Review	\$4,953.00	
Baseline Development	\$25,533.00	
Collection System Assessment	\$111,070.00	
Capital Improvements Plan Development	\$64,020.00	
Critical Project Conceptual Design	\$173,862.00	
TOTAL FEE	\$394,500.00	
AMENDMENT NO. 01		
Project Management – Phase 01	\$64,540.00	Hourly Rate + Expenses
FEMA / No-Rise Certificate – Phase 01	\$13,270.00	
Survey – Phase 01	\$88,350.00	
Property Acquisition Documents (5 properties max) – Phase 01	\$34,540.00	
Geotechnical Investigation – Phase 01	\$9,430.00	
Environmental Services – Phase 01	\$64,140.00	
Basis of Design Report	\$35,350.00	
Preliminary Design – Phase 01	\$122,660.00	
Final Design – Phase 01	\$108,660.00	
Bidding Services – Phase 01	\$19,250.00	
TOTAL FEE	\$560,190.00	
AMENDMENT NO. 02		
Early Tree Clearing Package – Phase 01	\$72,932.00	Hourly Rate + Expenses
TOTAL FEE	\$72,932.00	
AMENDMENT NO. 03		
Project Management - Phase 02	\$127,570.00	Hourly Rate + Expenses
FEMA No-Rise Certification - Phase 02	\$26,820.00	
Survey – Phase 02	\$120,336.00	
Property Acquisition Documents (20 properties max) – Phase 02	\$270,125.00	
Geotechnical Investigation – Phase 02	\$52,451.00	
Environmental Services – Phase 02	\$53,230.00	
Preliminary Design – Phase 02	\$512,750.00	
Final Design – Phase 02	\$691,920.00	
Bidding Services – Phase 02	\$61,550.00	
TOTAL FEE	\$1,916,752.00	



AMENDMENT NO. 04			
Construction Services – Phase 01		Hourly Rate + Expenses	
<u>1.A Engineering Construction Administration</u>			
Project Management/Project Progress Meetings	\$35,448.00		
Pay Requests/Submittals/RFI's/Schedule Review	\$34,837.00		
<u>1.B Construction Observation</u>			
Engineering Field Visits	\$33,875.00		
Construction Representation/Observation	\$456,000.00		
Project Closeout/Record Drawings	\$25,944.00		
<u>1.C Construction Materials Testing</u>			
Materials Testing	\$16,500.00		
TOTAL FEE	\$602,604.00		
TOTAL AMENDED CONTRACT FEE			
TOTAL FEE	\$3,546,978.00		Hourly Rate + Expenses

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver’s personnel (may include contract staff classified at Garver’s discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is estimated to be \$394,500.00 + \$560,190.00 + \$72,932.00 + \$1,916,752.00 + \$602,604.00 for a total fee of \$3,546,978.00. The agreed upon rates will be increased annually with the first increase effective on or about July 1, 2026. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded.



**EXHIBIT B-3
AGREED UPON RATES**

Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 113.00
E-2	\$ 164.00	RS-2	\$ 149.00
E-3	\$ 188.00	RS-3	\$ 211.00
E-4	\$ 220.00	RS-4	\$ 290.00
E-5	\$ 268.00	RS-5	\$ 362.00
E-6	\$ 329.00	RS-6	\$ 446.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 170.00	ES-1	\$ 113.00
P-2	\$ 213.00	ES-2	\$ 142.00
P-3	\$ 265.00	ES-3	\$ 181.00
P-4	\$ 296.00	ES-4	\$ 214.00
P-5	\$ 333.00	ES-5	\$ 269.00
Designers		ES-6	\$ 345.00
D-1	\$ 128.00	ES-7	\$ 431.00
D-2	\$ 146.00	ES-8	\$ 487.00
D-3	\$ 174.00	Project Controls	
D-4	\$ 208.00	PC-1	\$ 115.00
D-5	\$ 256.00	PC-2	\$ 152.00
Technicians		PC-3	\$ 194.00
T-1	\$ 103.00	PC-4	\$ 248.00
T-2	\$ 124.00	PC-5	\$ 303.00
T-3	\$ 151.00	PC-6	\$ 392.00
T-4	\$ 195.00	PC-7	\$ 491.00
Surveyors		Management / Administration	
S-1	\$ 63.00	AM-1	\$ 82.00
S-2	\$ 84.00	AM-2	\$ 104.00
S-3	\$ 113.00	AM-3	\$ 145.00
S-4	\$ 161.00	AM-4	\$ 186.00
S-5	\$ 203.00	AM-5	\$ 227.00
S-6	\$ 237.00	AM-6	\$ 295.00
S-7	\$ 280.00	AM-7	\$ 378.00
S-8	\$ 353.00	M-1	\$ 552.00
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 305.00		
2-Man Crew (GPS Survey)	\$ 301.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 152.00		
C-3	\$ 186.00		
C-4	\$ 240.00		
C-5	\$ 289.00		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SHEWMAKER PHASE 1 AMENDMENT #4 WITH GARVER ENGINEERING, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED TWO THOUSAND, SIX HUNDRED FOUR DOLLARS (\$602,604.00), FOR ENGINEERING ADMINISTRATION SERVICES FOR THE SHEWMAKER BASIN INTERCEPTOR IMPROVEMENTS; AND FOR OTHER PURPOSES.

WHEREAS, staff request that the mayor and city clerk enter into an agreement with Garver Engineering, for Amendment # 4;

WHEREAS, the parties have negotiated an amendment to said agreement in an amount of Six hundred two thousand, six hundred four dollars. (\$602,604.00); for engineering design services for the Shewmaker Basin Interceptor Improvements – Phase 1.

WHEREAS, this project includes the installation of 6,700 linear feet of the 24" interceptor from the North Lift Station to MH320-3331 just north of Tiger Boulevard. The project is funded by the ALWF loan;

WHEREAS, no budget adjustment is needed.

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

Section 1: the Mayor and City Clerk are authorized to execute said Amendment with Garver Engineering in an amount not to exceed Six hundred two thousand, six hundred four dollars. (\$602,604.00);

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:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):



Change Order Request

PROJECT:	<u>48-Inch Water Transmission Line Relocation</u>	PROJECT NUMBER
OWNER:	<u>ARDOT & City of Bentonville, Arkansas</u>	<u>ARDOT #090512</u>
ENGINEER:	<u>Olsson Inc.</u>	<u>023-03244</u>
CONTRACTOR:	<u>Garney</u>	<u>7518</u>

SUMMARY OF CHANGE ORDER REQUEST VALUES FROM ATTACHED TABULATIONS

		Requested Additional Calendar Days:	41
COR #	Engineering Directive #	Description	Extended Cost
	FO 01.1	Shoofly Removal - Boring Under HWY 112 (207.42LF)	No Cost Change
	FO 01.2	Install 13LF of 48" Steel Pipeline	\$ 7,995.00
	FO 01.3	Tract 10 - SOD	\$ 38,604.94
	FO 01.4	Tract 8 - Temporary Fencing	\$ 7,687.84
	FO 01.5	Tract 12 - Temporary Fencing	\$ 21,568.24
	FO 01.6	Tract 19 - Temporary Fencing	\$ 54,046.85
	FO 01.7	BMP Revisions	\$ (5,136.00)
	FO 01.8	Install 15LF of Trenchless Crossing	\$ 48,000.00
	FO 01.9	Install 95LF of Open Cut Casing Pipe	\$ 76,548.15
	FO 01.10	Select Fill Embankment	\$ 62,856.16
	FO 01.11	Osage Creek Crossing	\$ (100,000.00)
TOTAL:			\$ 212,171.18

Original Contract Value	\$	15,308,195.00
Value of Previously Approved Change Orders	\$	-
Change Order Total	\$	212,171.18
New Contract Value	\$	15,520,366.18

Contractor: Garney Construction
 Date: February 4, 2026

By: [REDACTED]
 (SIGNER NAME)

By: _____
 Date

By: _____
 Date

Approved for Payment by
(ENGINEER NAME)

Approved for Payment by
(OWNER NAME)

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CHANGE ORDER WITH GARNEY IN THE AMOUNT OF TWO HUNDRED TWELVE THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS AND EIGHTEEN CENTS (\$212,171.18), FOR THE CONSTRUCTION CHANGES ON THE 48" TRANSMISSION MAIN RELOCATION ASSOCIATED WITH ARDOT PROJECT 090512 HWY 112 RELOCATION; AND FOR OTHER PURPOSES.

WHEREAS, this change order is necessary and includes a Highway reroute removal, pipe casing installation and temporary fencing;

WHEREAS, to formally account that the change order adds 41 days to the schedule due to pipe design and manufacturing delays, Utility Board approved 3-0; 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 Garney, in the amount of Two hundred twelve thousand one hundred seventy-one dollars and eighteen cents (\$212,171.18);

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



Consent Agenda Item [PLA26-0008](#)

For the Planning Commission meeting on May 26, 2026

Details

Property Line Adjustment, Part Of Lots 1 and 2, Block 7 Of Clark's Second Addition And A Portion of the Alley Vacated By Ord. 87-88, Creating Lot 25, Block 7 of Clark's Second Addition. 304 Southwest B Street, PLA26-0008.

This plat is dedicating a 10-foot utility easement along the west property line and a 2-foot utility easement near the south-east corner.



PC Item

SW 3RD ST

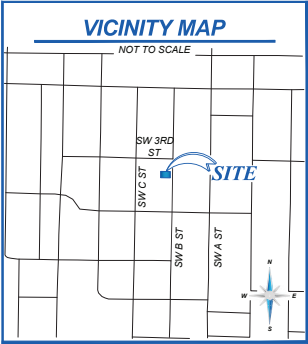
SW B ST

Creating Lot 25
Block 7 Clark's
Second Addt.



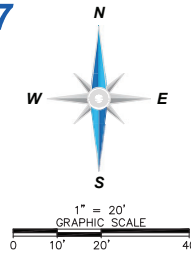
PLA26-0008
Creating Lot 25 Block 7 Clarks Second Addt
304 SW B ST





PROPERTY LINE ADJUSTMENT OF PART OF LOT 1 & 2, BLOCK 7 CREATING LOT 25, BLOCK 7 OF CLARK'S SECOND ADDITION

LOCATED IN: SECTION 31, TOWNSHIP 20 NORTH, RANGE 30 WEST
304 SOUTHWEST B STREET, BENTON COUNTY, BENTONVILLE, ARKANSAS 72712



RECORD DESCRIPTION

LIMITED LIABILITY COMPANY WARRANTY DEED L201924383.
PARTS OF LOTS 1 AND 2, BLOCK 7 CLARK'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, RUN THENCE WEST 90 FEET, THENCE NORTH 50 FEET, THENCE EAST 90 FEET, THENCE SOUTH TO THE POINT OF BEGINNING. SUBJECT TO ANY RIGHTS-OF-WAY, DEDICATIONS, EASEMENTS OR MINERAL RESERVATION OF RECORD.

SURVEY DESCRIPTION

NEW LOT 25:
PART OF LOTS 1 AND 2, BLOCK 7 AND A PORTION OF THE ALLEY VACATED PER ORDINANCE NO. 87-88, CLARK'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR MARKING THE NORTHEAST CORNER OF LOT 19, BLOCK 7 OF SAID CLARK'S SECOND ADDITION, AND THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST B STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 02°13'40" WEST 100.08 FEET TO A FOUND 5/8" REBAR CAPPED "PLS 1005" BEING THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 02°13'40" WEST 58.16 FEET TO A SET 5/8" REBAR CAPPED "1532 MYERS 1826", THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 87°24'39" WEST 90.10 FEET TO A FOUND 5/8" REBAR, THENCE NORTH 02°25'32" EAST 58.16 FEET TO A FOUND 1/2" REBAR IN CONCRETE, THENCE SOUTH 87°24'39" EAST 89.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.120 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHT-OF-WAYS OF RECORD.

UTILITY EASEMENT #1
PART OF LOT 1, BLOCK 7 AND A PORTION OF THE ALLEY VACATED PER ORDINANCE NO. 87-88, CLARK'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR BEING THE NORTHEAST CORNER OF LOT 19, BLOCK 7 OF SAID CLARK'S SECOND ADDITION AND THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST B STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE NORTH 87°24'39" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 02°13'40" WEST 28.04 FEET, THENCE NORTH 87°13'40" WEST 6.16 FEET, THENCE NORTH 02°13'40" EAST 28.02 FEET, THENCE SOUTH 87°24'39" EAST 6.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.005 ACRES, MORE OR LESS.

UTILITY EASEMENT #2
PART OF LOT 1, BLOCK 7 AND A PORTION OF THE ALLEY VACATED PER ORDINANCE NO. 87-88, CLARK'S SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR BEING THE NORTHEAST CORNER OF LOT 19, BLOCK 7 OF SAID CLARK'S SECOND ADDITION AND THE WEST RIGHT-OF-WAY LINE OF SOUTHWEST B STREET, THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 02°13'40" WEST 100.08 FEET TO A FOUND 5/8" REBAR WITH CAP "PLS 1005", THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE NORTH 87°24'39" WEST 5.00 FEET, THENCE SOUTH 02°13'40" WEST 28.04 FEET, THENCE SOUTH 02°13'40" WEST 14 FEET TO THE TRUE POINT OF BEGINNING, THENCE SOUTH 02°14'15" WEST 7.97 FEET, THENCE NORTH 87°24'39" WEST 6.16 FEET, THENCE NORTH 02°13'40" EAST 7.99 FEET, THENCE SOUTH 87°13'40" EAST 6.16 FEET TO THE POINT OF BEGINNING, CONTAINING 0.001 ACRES, MORE OR LESS.

MISCELLANEOUS NOTES

STATE RECORDING NUMBER:
500-200-30W-0-31-140-04-1532

COMPLETED FIELD WORK:
FEBRUARY 25, 2026

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED L201924383
2. SURVEY PLAT FILED IN DEED RECORD Q AT PAGE 502.

BASES 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 SURVEY 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."

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.

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

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

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

WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.

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

ZONING INFORMATION

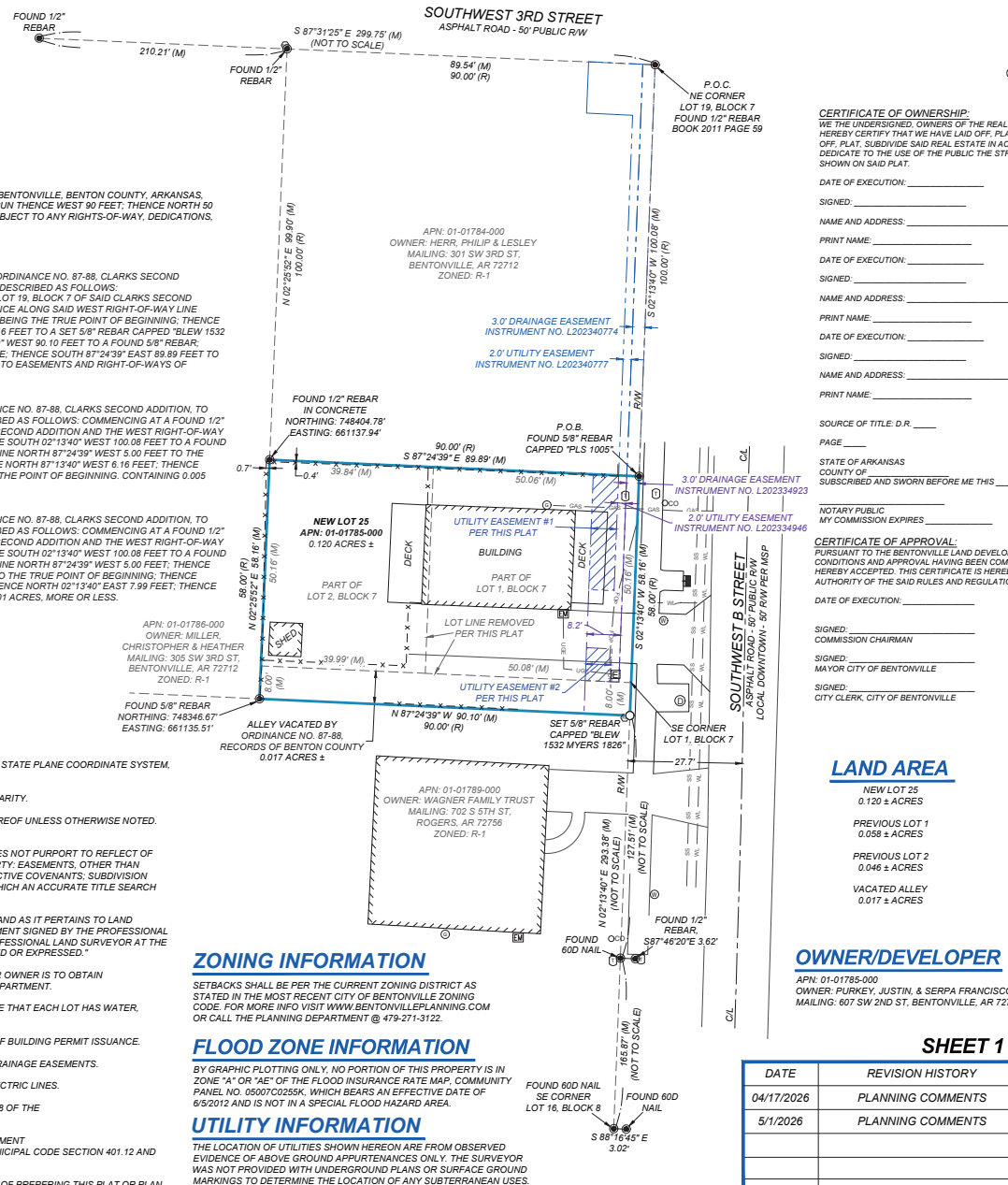
SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE COMMUNITY PANEL NO. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 6/5/2012 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.



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 AND ADDRESS: _____
PRINT NAME: _____
DATE OF EXECUTION: _____
SIGNED: _____
NAME AND ADDRESS: _____
PRINT NAME: _____
DATE OF EXECUTION: _____
SIGNED: _____
NAME AND ADDRESS: _____
PRINT NAME: _____

SOURCE OF TITLE: D.R. _____
PAGE _____
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: _____
COMMISSION CHAIRMAN
SIGNED: MAYOR CITY OF BENTONVILLE
SIGNED: CITY CLERK, CITY OF BENTONVILLE

LAND AREA

- NEW LOT 25
0.120 ± ACRES
- PREVIOUS LOT 1
0.058 ± ACRES
- PREVIOUS LOT 2
0.046 ± ACRES
- VACATED ALLEY
0.017 ± ACRES

OWNER/DEVELOPER

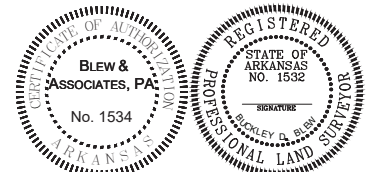
APN: 01-01785-000
OWNER: PURKEY, JUSTIN, & SERPA FRANCISCO
MAILING: 607 SW 2ND ST, BENTONVILLE, AR 72712

SHEET 1 OF 1

DATE	REVISION HISTORY	BY
04/17/2026	PLANNING COMMENTS	TPN
5/1/2026	PLANNING COMMENTS	ANC

LEGEND & SYMBOLS

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (AS NOTED)
- ⊙ GAS METER
- ⊕ ELECTRIC METER
- ⊕ ELECTRIC BOX
- ⊕ WATER METER
- ⊕ CLEAN OUT
- ⊕ TELEPHONE PEDESTAL
- ⊕ CURB INLET
- ⊕ FIBER OPTIC VAULT
- ⊕ STORM MANHOLE
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- BOUNDARY LINE
- - - - - RIGHT-OF-WAY LINE (R/W)
- - - - - CENTERLINE (CL)
- x - x - x - FENCE LINE
- UG --- UNDERGROUND ELECTRIC LINE
- FOF --- UNDERGROUND FIBER OPTIC LINE
- SS --- SANITARY SEWER LINE
- GAS --- UNDERGROUND GAS LINE
- WL --- UNDERGROUND WATER LINE
- EASEMENT LINE



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 _____

BLEW & ASSOCIATES, P.A.
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
OFFICE: 479-443-4506 - FAX: 479-582-1883
SURVEY@BLEWINC.COM
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 26-1680	SURVEY DRAWN BY: ANC - 2/27/2026
SURVEY REVIEWED BY: TPN	SCALE: 1" = 20'
FOR THE USE AND BENEFIT OF: JUSTIN PURKEY & FRANCISCO SERPA	
CITY OF BENTONVILLE PROJECT NO: PLA26-0008	

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 1 AND 2, BLOCK 7 OF CLARK’S SECOND ADDITION AND A PORTION OF THE ALLEY VACATED BY ORDINANCE 87-88 CREATING NEW LOT 25, BLOCK 7 OF CLARK’S SECOND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA26-0008)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 1 AND 2, BLOCK 7 OF CLARK’S SECOND ADDITION AND A PORTION OF THE ALLEY VACATED BY ORDINANCE 87-88 creating new LOT 25, BLOCK 7 OF CLARK’S SECOND ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 19, 2026;

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

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

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

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

Section 1: That the property line adjustment of LOTS 1 AND 2, BLOCK 7 OF CLARK’S SECOND ADDITION AND A PORTION OF THE ALLEY VACATED BY ORDINANCE 87-88 creating new LOT 25, BLOCK 7 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



Property Line Adjustment - Lots 23 & 24, Block 2 of Lincoln & Rice Addition

102 NE F Street

PC Date: 5/19/2026

Staff Report Details

Project Number	(PLA26-0011)
Applicant / Current Owner	Blew & Associates / McDowell, John C & Dawn V Trustees
Site Area	+/- [0.41] Acres
Current Zoning	DN-1, Downtown Low Density Residential (T3.1, Neighborhood Edge)
Requested Zoning	
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	
Related projects	

Property Description

Property Line Adjustment, Lots 20 and 21, Block 2 of Lincoln and Rice Addition, Creating Lots 23 and 24, Block 2 of Lincoln and Rice Addition. 102 Northeast F Street, PLA26-0011.

A property line adjustment of Lots 20 and 21, Block 2 of Lincoln and Rice Addition, creating Lots 23 and 24, Block 2 of Lincoln and Rice Addition. There are no dedications being made per this plat. This property line adjustment will give Lot 25 direct access to the 15-foot-wide public alley to the north.

Project Details

Relationship to the Community Plan

Public Comment

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

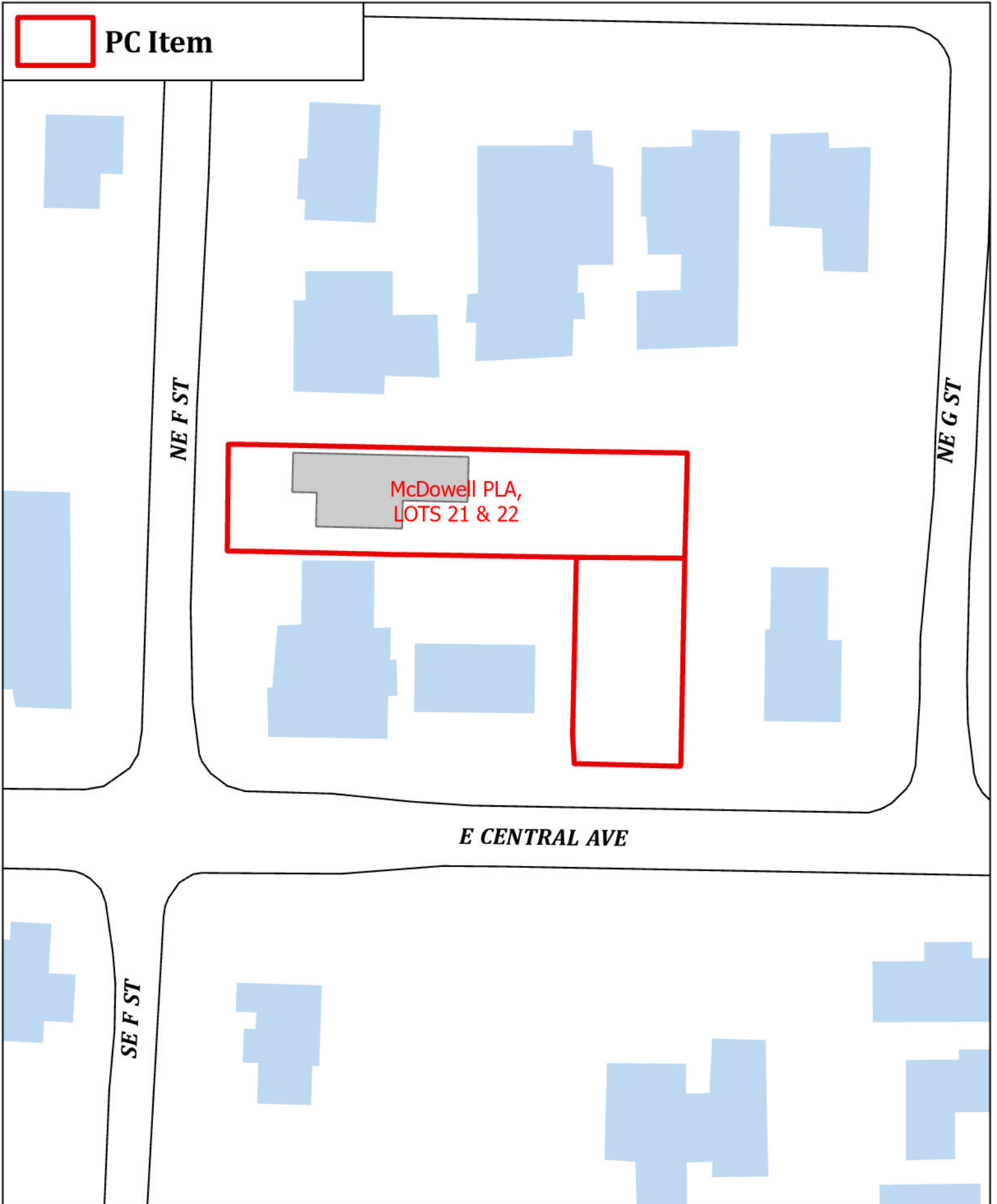
Analysis / Waivers

Conclusion

Additional Details



PC Item



PLA26-0011
Property Line Adjustment
102 NE F ST



SURVEY DESCRIPTION

PREVIOUS LOT 21, BLOCK 2 (DEED FILE NO. L202611586)
 LOT 21, BLOCK 2, LINCOLN AND RICE ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON A PROPERTY LINE ADJUSTMENT FOR PART OF LOTS 10-11 & 13 IN THE LINCOLN & RICE ADDITION CREATING LOTS 21 & 22, AS SHOWN ON PLAT RECORDED AS INSTRUMENT NO. L202266493, AND BEING ALL OF LOT 21, AND A PORTION OF LOTS 10 AND 11, BLOCK 2, LINCOLN & RICE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND CHISELED "X" MARKING THE SOUTHWEST CORNER OF LOT 18, BLOCK 2, OF THE LINCOLN & RICE ADDITION TO BENTONVILLE, ARKANSAS, AS RECORDED IN L201905248; THENCE N03°02'12"E 100.00 FEET TO A SET 5/8" CAPPED REBAR "1659" ON THE EAST RIGHT-OF-WAY LINE OF NORTHEAST F STREET, AND BEING THE TRUE POINT OF BEGINNING; THENCE N02°57'59"E 97.97 FEET TO A FOUND 1/2" REBAR; THENCE N87°31'12"E 68.03 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE S02°42'48"W 98.04 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE N87°31'12"E 68.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.154 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD, SUBJECT TO EASEMENTS, RIGHTS-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY, SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

PREVIOUS LOT 22, BLOCK 2 (INSTRUMENT NO. L202266493)
 A PORTION OF LOT 10 AND 11, OF BLOCK 2, LINCOLN & RICE ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND CHISELED "X" MARKING THE SOUTHWEST CORNER OF LOT 18, BLOCK 2 OF THE LINCOLN & RICE ADDITION TO BENTONVILLE, ARKANSAS, AS RECORDED IN FILE L201905248; THENCE S87°37'48"E 190.03 FEET TO A FOUND 1/2" CAPPED REBAR "1532"; THENCE N02°57'59"E 2.07 FEET TO A SET 5/8" CAPPED REBAR "1659"; BEING THE TRUE POINT OF BEGINNING; THENCE N02°57'59"E 97.97 FEET TO A FOUND 1/2" REBAR; THENCE N87°31'12"E 68.03 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE S02°42'48"W 98.04 FEET TO A SET 5/8" CAPPED REBAR "1659"; THENCE N87°31'12"E 68.03 FEET TO THE POINT OF BEGINNING, CONTAINING 0.154 ACRES, MORE OR LESS, AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 23, BLOCK 2
 PART OF LOT 21, BLOCK 2, LINCOLN AND RICE ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT ON FILE AS INSTRUMENT NO. L202266493, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT A FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF SAID LOT 21 LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTHEAST F STREET, THENCE ALONG SAID RIGHT-OF-WAY LINE N02°56'00"E 50.09 FEET TO A FOUND 5/8" REBAR; THENCE SAID EAST RIGHT-OF-WAY LINE S87°30'08"E 148.98 FEET TO A FOUND 2" ALUMINUM MONUMENT; THENCE S03°20'26"E 50.44 FEET TO A FOUND 1/2" REBAR; THENCE N87°30'15"W 74.57 FEET TO A FOUND 1/2" REBAR; THENCE N87°14'17"W 75.03 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 0.173 ACRES, MORE OR LESS AND SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

NEW LOT 24, BLOCK 2
 PART OF LOTS 21 AND 22, BLOCK 2, LINCOLN AND RICE ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT ON FILE AS INSTRUMENT NO. L202266493, ALSO BEING DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 5/8" REBAR MARKING THE SOUTHWEST CORNER OF LOT 21 OF SAID LINCOLN AND RICE ADDITION, LOCATED ON THE EAST RIGHT-OF-WAY LINE OF NORTHEAST F STREET, THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE ALONG THE SOUTH LINE OF SAID LOT 21 S87°14'17"E 75.03 FEET TO A FOUND 1/2" REBAR; THENCE N87°30'15"W 74.57 FEET TO A FOUND 1/2" REBAR MARKING THE TRUE POINT OF BEGINNING; THENCE DEPARTING FROM SAID SOUTH LINE N03°20'26"E 50.44 FEET TO A FOUND 2" ALUMINUM MONUMENT; THENCE S86°55'13"E 67.64 FEET TO A FOUND 1/2" REBAR WITH CAP "1532"; THENCE S02°37'52"W 147.62 FEET TO A SET 5/8" CAPPED REBAR "BLEW 1532 MYERS 1826" ON THE NORTH RIGHT-OF-WAY LINE OF CENTRAL AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE N87°27'25"W 68.40 FEET TO A SET 5/8" CAPPED REBAR "BLEW 1532 MYERS 1826"; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE N02°42'52"E 97.82 FEET RETURNING TO THE POINT OF BEGINNING, CONTAINING 0.232 ACRES, MORE OR LESS, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

MISCELLANEOUS NOTES

COMPLETED FIELD WORK: MARCH 17, 2026
 REFERENCE DOCUMENTS:
 1. DEED ORDINANCE NO. 2013-71 AND SURVEY PLAT RECORDED IN BOOK 2013, AT PAGES 48747-48748.
 2. SURVEY PLAT RECORDED IN BOOK 19, AT PAGES 483.
 3. SURVEY PLAT RECORDED IN FILE NO. L202266493.
 4. LOT SPLIT OF LINCOLN AND RICE ADDITION RECORDED IN BOOK 2013, AT PAGE 634.
 5. SUBDIVISION PLAT OF RICE & LINCOLN ADDITION TO BENTONVILLE, RECORDED IN PLAT BOOK "B", AT PAGE 106.
 6. PROPERTY LINE ADJUSTMENT PLAT OF LINCOLN AND RICE ADDITION RECORDED IN FILE L201905248.
 BASIS OF BEARING:
 THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE 14B93.
 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 OR 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.
 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 PLAN 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 COUNTY OF SAID LOTS.
 ALL UTILITIES HAVE BEEN FIELD VERIFIED.
 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. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
 ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20" CLEARANCES FROM ALL ELECTRIC LINES.
 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 PROJECT'S LINE ADJUSTMENT PLAT TO MUNICIPAL CODE SECTION 12.
 NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
 ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.

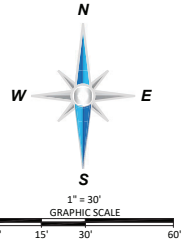
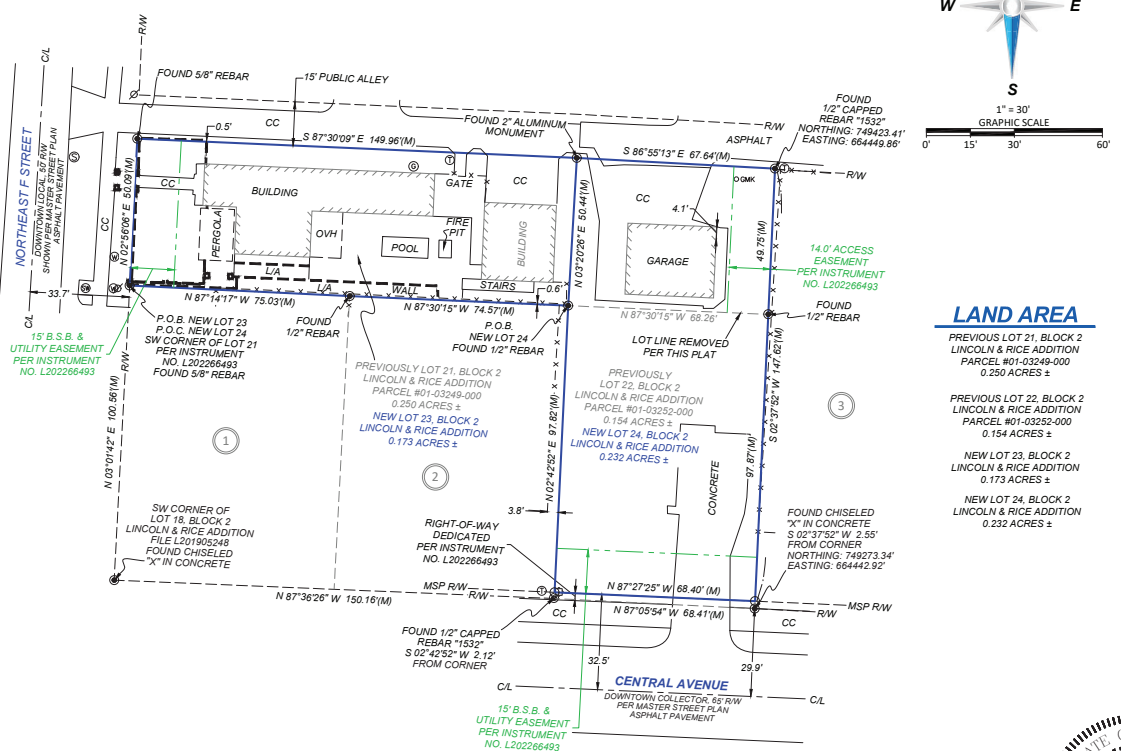
VICINITY MAP



CERTIFICATE OF FINAL APPROVAL:
 PURSUANT TO THE BENTONVILLE 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
 DATE OF EXECUTION: _____
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. AR 1532
 STATE OF ARKANSAS

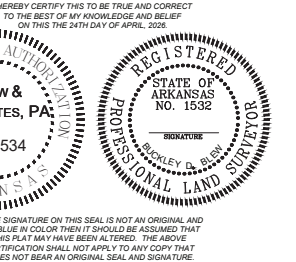
PROPERTY LINE ADJUSTMENT FOR LOTS 20 & 21, BLOCK 2 OF LINCOLN & RICE ADDITION, CREATING LOTS 23 & 24, BLOCK 2 OF LINCOLN & RICE ADDITION

102 NE F STREET, BENTONVILLE, BENTON COUNTY, ARKANSAS



LEGEND & SYMBOLS

- LAND AREA**
- PREVIOUS LOT 21, BLOCK 2 LINCOLN & RICE ADDITION PARCEL #01-03249-000 0.250 ACRES ±
 - PREVIOUS LOT 22, BLOCK 2 LINCOLN & RICE ADDITION PARCEL #01-03252-000 0.154 ACRES ±
 - NEW LOT 23, BLOCK 2 LINCOLN & RICE ADDITION PARCEL #01-03250-000 0.173 ACRES ±
 - NEW LOT 24, BLOCK 2 LINCOLN & RICE ADDITION PARCEL #01-03253-000 0.232 ACRES ±
- FOUND MONUMENT AS NOTED
 - SET 5/8" CAPPED REBAR "BLEW 1532 MYERS 1826"
 - POB POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - R/W RIGHT-OF-WAY
 - CL CENTERLINE OF ROAD
 - CC CONCRETE
 - LA LANDSCAPED AREA
 - B.S.S. BUILDING SETBACK
 - MSP MASTER STREET PLAN
 - SM STORM MANHOLE
 - SS SANITARY SEWER MANHOLE
 - OP OVERHEAD POWER POLE
 - WM WATER METER
 - TP TELEPHONE PEDESTAL
 - EB ELECTRIC BOX
 - GM GAS METER
 - UM UTILITY MANHOLE
 - OKM GAS UTILITY MARKER
 - ADJ ADJOINER INFORMATION IDENTIFIER
 - PROPERTY LINE
 - RIGHT-OF-WAY
 - CENTERLINE OF ROAD
 - EASEMENT LINE
 - FENCE



ZONING INFORMATION

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.

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

OWNER: ANTHONY & BRITANNY GUGGINA
 PHYSICAL ADDRESS: 102 NE F STREET, BENTONVILLE, AR 72712
 PARCEL NO. 01-03249-000
 OWNER: CHATSWORTH HOLDINGS LLC
 PHYSICAL ADDRESS: 707 E CENTRAL AVE, BENTONVILLE, AR 72712
 PARCEL NO. 01-03252-00

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. 05007C0255K, WHICH BEARS AN EFFECTIVE DATE OF 09/05/2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ADJOINER INFORMATION

- LOT 18, BLOCK 2 OF LINCOLN & RICE ADDITION HALL JAMES L JR & MARY MARGARET 701 E CENTRAL AVE, BENTONVILLE, AR 72712 PARCEL #01-03250-000
- LOT 14, BLOCK 2 LINCOLN & RICE ADDITION CHATSWORTH HOLDINGS LLC 703 E CENTRAL AVE, BENTONVILLE, AR 72712 PARCEL #01-03251-000
- LOT 11 AND 12, BLOCK 2 OF LINCOLN & RICE ADDITION CYPERT FAMILY REVOCABLE TRUST - JAMES D & GAYE A 711 E CENTRAL AVE, BENTONVILLE, AR 72712 PARCEL #01-03253-000

DATE	REVISION HISTORY	BY



3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
 EMAIL: SURVEY@BLEWINC.COM
 OFFICE: 479-463-4506 FAX: 479-562-1883
 WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 26-2764	SURVEY DRAWN BY: 04/07/2026 - BDM
SURVEY REVIEWED BY: TPN	SCALE: 1" = 30'
FOR THE USE AND BENEFIT OF: JOHN MCDOWELL	CITY OF BENTONVILLE PROJECT NO.: PLA26-0011

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 20 AND 21, BLOCK 2 OF LINCOLN AND RICE ADDITION CREATING NEW LOTS 23 AND 24, BLOCK 2 OF LINCOLN AND RICE ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PLA26-0011)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 20 AND 21, BLOCK 2 OF LINCOLN AND RICE ADDITION creating new LOTS 23 AND 24, BLOCK 2 OF LINCOLN AND RICE ADDITION to the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on May 19, 2026;

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

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

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

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

Section 1: That the property line adjustment of LOTS 20 AND 21, BLOCK 2 OF LINCOLN AND RICE ADDITION creating new LOTS 23 AND 24, BLOCK 2 OF LINCOLN AND RICE 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