



**Combined  
Committee of the Whole  
& City Council  
Meeting Agenda  
June 9, 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 June 9, 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 26, 2026**

**I. Committee of the Whole**

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

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

1. **Resolution to Recognize Chief Aaron "Ray" Shastid on his Retirement from the City** **Resolution**

Request that the City Council adopt a formal resolution recognizing, commending, and congratulating Chief Aaron "Ray" Shastid on his retirement from the Bentonville Police Department, effective June 19, 2026. This resolution recognizes Chief Shastid for over 26 years in law enforcement, including 23 years dedicated to the Bentonville Police Department and the citizens of Bentonville. It also wishes Chief Shastid health, happiness, and continued success in his future endeavors.

2. **Resolution Awarding Bid IFB-26-28 to Superior Auto Group for (1) Animal Services Vehicle** **Resolution**

Resolution awarding bid IFB-26-28 to Superior Auto Group in Siloam Springs, AR, in the amount of \$67,869.00, for the purchase of a 2027 Ram 2500 4x4 Crew Cab Truck to include all upfitting of emergency equipment and warranties. No budget adjustment is needed.

3. **Resolution Authorizing the Purchase of an E One Rescue Truck** **Resolution**

A Resolution authorizing the purchase of an E One Rescue Truck to replace a 2008, Pierce Heavy Rescue at the end of service life. No budgeted adjustment needed.

4. **Resolution to Exchange the Fire Apparatus Provided by Benton County** **Resolution**

A Resolution acknowledging the possession of a 2024 Fouts Brothers Fire Truck from Benton County and the release of the 2004 Pierce Fire Truck back to Benton County. No budget adjustment is needed.

5. **Resolution Entering an Agreement with Halff Associates Inc. for Design of NW 3rd Street Sidepath** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Halff, in the amount of \$211,000.00 for design services for the NW 3rd Street Sidepath, connecting the Elm Tree Trail to Coler Preserve. No budget adjustment is needed.

6. **Public Hearing and Ordinance Vacating a Right of Way (VAC26-0002)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Right of Way located at Lot 209 of the Original Town of Bentonville Subdivision (VAC26-0002).

7. **Public Hearing and Ordinance Vacating a Right of Way (VAC26-0005)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Right of Way located at Lot 76 of the Bentonville Original Subdivision (VAC26-0005).

8. **Public Hearing & Ordinance Vacating a Right of Way & Establishing a Utility Easement (VAC26-0011)** **Ordinance\***

Public Hearing and approval of an Ordinance vacating a Right of Way and establishing a Utility Easement located at Lots 3, 5, 6 and 10 of Orchard Addition (VAC26-0011).

9. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0013)** **Ordinance\***  
Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 7, Block 2 of Scoggan Subdivision (VAC26-0013).
10. **Resolution Setting a Public Hearing for an Access Easement Vacation (VAC26-0007)** **Resolution**  
Approve Resolution to set a Public Hearing for June 23, 2026 for an Access Easement Vacation located between Lot 74 and 169 of Original Town of Bentonville Subdivision (VAC26-0007).
11. **Resolution Setting a Public Hearing for a Right of Way Vacation (VAC26-0014)** **Resolution**  
Approve Resolution to set Public Hearing for June 23, 2026 for Right of Way Vacation of Crooked Road in the City of Bentonville (VAC26-0014).
12. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0029)** **Resolution**  
Approve Resolution to set a Public Hearing for June 23, 2026 for a Utility Easement Vacation located at Lots 16-18 of 2nd East Side Addition (VAC26-0029).
13. **Resolution Approving South Basin Phase 1, Amendment No. 1 - North Branch and Lift Station Engineering Services** **Resolution**  
A Resolution authorizing the Mayor and the City Clerk to enter into Amendment #1 with Black & Veatch, in the amount of \$3,012,902.00, expanding the scope of design for the North Branch of the South Basin. No budget adjustment needed.
14. **Resolution Approving an Agreement for East Battlefield and Adjacent Areas** **Resolution**  
A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Walter P. Moore & Associates, Inc. for the design and management of the East Battlefield and Central, East Battlefield, Water Tower Rd. Ph. III, and Adjacent Areas improvements. No budget adjustment is needed.

**III. Utility Board - June 2, 2026 Meeting Canceled**

**IV. Planning**

1. **Final Plat - Opal Park, Phase 1 - North of SW Regional Airport Blvd, west of Knotty Pine Rd (FP25-0011)** **Ordinance\***  
  
The Planning Commission voted 6-0, recommending approval.  
  
An Ordinance Accepting A Final Plat Of Opal Park, Phase 1 To The City Of Bentonville, Arkansas; And For Other Purposes.
2. **Rezoning - Costello - T2.1, Rural to T3.1, Neighborhood Edge - 3205 SW 2nd Street (RZ26-0028)** **Ordinance\***  
  
The Planning Commission voted 6-0, recommending approval.

- An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of T2.1, Rural To T3.1, Neighborhood Edge; And For Other Purposes.
3. **Rezoning - Barron Road, LLC - T2.1, Rural to T3.2, Neighborhood Transition - SW Barron Road (RZ26-0029)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

- An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of T2.1, Rural To T3.2, Neighborhood Transition; And For Other Purposes.
4. **Rezoning - Barron Road, LLC - T2.1, Rural to T4.2 Neighborhood Node - 5927 SW Barron Road (RZ26-0024)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

- An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of T2.1, Rural To T4.2, Neighborhood Node; And For Other Purposes.
5. **Rezoning - Edward L. and Imelda Frail Revocable Trust - T2.1, Rural to T4.2 Neighborhood Node, T3.1, Neighborhood Edge, and T3.2, Neighborhood Transition - South of Regional Airport / east of SW Lee Lane (Parcels #01-07968-005, 01-07968-000, 01-07968-002, 01-07968-019, 01-07968-013) (RZ26-0017)** **Ordinance\***

**The Planning Commission voted 6-0, recommending approval.**

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of T2.1, Rural To T4.2, Neighborhood Node, T3.1, Neighborhood Edge, And T3.2, Neighborhood Transition; 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$	
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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):*

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# City of Bentonville State of Arkansas

## RESOLUTION

CHIEF

# Aaron "Ray" Shastid

WAS BORN IN FONTANA, CALIFORNIA AND GRADUATED FROM ROGERS HIGH SCHOOL IN ROGERS, ARKANSAS IN MAY 1996 AND EARNED A BACHELOR'S DEGREE IN BUSINESS ADMINISTRATION FROM HARDING UNIVERSITY IN 2000; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID SERVED IN THE US MARINE CORPS RESERVE FROM 2003-2018 HOLDING NUMEROUS LEADERSHIP ROLES FROM PLATOON SERGEANT TO PLATOON COMMANDER WITH HIS LAST ASSIGNMENT AS THE SCOUT SNIPER PLATOON SERGEANT FOR 3RD BN 23RD MARINES 4TH MARINE DIVISION; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID BEGAN HIS 26 YEAR LAW ENFORCEMENT CAREER BY JOINING THE ROGERS POLICE DEPARTMENT IN ROGERS, ARKANSAS AS A POLICE OFFICER FROM 2000 TO 2003; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID JOINED THE BENTONVILLE POLICE DEPARTMENT ON FEBRUARY 24, 2003 AS A POLICE OFFICER, WHERE HE SERVED IN MANY ROLES TO INCLUDE FIELD TRAINING OFFICER, K9 HANDLER, SWAT TEAM COMMANDER, CRIMINAL INVESTIGATION SERGEANT OVER NARCOTICS UNIT AND GENERAL CID, PATROL SERGEANT, PATROL LIEUTENANT, AND ULTIMATELY OPERATIONS CAPTAIN; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID PRIORITIZED COMPREHENSIVE AND ONGOING TRAINING FOR ALL EMPLOYEES TO PROMOTE THE SAFETY OF BOTH LAW ENFORCEMENT PERSONNEL AND THE COMMUNITY, ENSURING OFFICERS REMAIN INFORMED OF THE LATEST LEGAL STANDARDS, PROFESSIONAL PRACTICES, TECHNOLOGICAL ADVANCEMENTS, AND EVIDENCE-BASED POLICING STRATEGIES TO ENHANCE PREPAREDNESS AND PROFESSIONALISM WITHIN THE DEPARTMENT; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID WAS APPOINTED TO LEAD THE BENTONVILLE POLICE DEPARTMENT AS CHIEF OF POLICE ON SEPTEMBER 30, 2021, ONE OF THE HIGHEST RESPONSIBILITIES AND ACHIEVEMENTS IN PUBLIC SAFETY; AND \_\_\_\_\_

WHEREAS, THROUGHOUT CHIEF AARON "RAY" SHASTID'S DISTINGUISHED CAREER, HE HAS SUCCESSFULLY COMPLETED NUMEROUS ADVANCED LEADERSHIP AND PROFESSIONAL DEVELOPMENT COURSES, MODERNIZED AND IMPLEMENTED COMPREHENSIVE DEPARTMENTAL POLICIES AND PROCEDURES, AND GUIDED THE DEPARTMENT THROUGH ITS FIRST ACCREDITATION BY THE COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES (CALEA), A NATIONALLY RECOGNIZED BENCHMARK REGARDED AS THE "GOLD STANDARD" IN PUBLIC SAFETY TO MEET NATIONALLY RECOGNIZED STANDARDS FOR PROFESSIONALISM, ACCOUNTABILITY, POLICIES, PROCEDURES, OPERATIONS, AND PUBLIC SAFETY PRACTICES; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID HAS SUCCESSFULLY OVERSEEN AND MANAGED NUMEROUS CRITICAL INCIDENTS THROUGHOUT HIS CAREER WITH PROFESSIONALISM, SOUND JUDGMENT, AND CALM LEADERSHIP UNDER PRESSURE, ENSURING THE SAFETY OF OFFICERS AND THE PUBLIC WHILE MAINTAINING ORDER, ACCOUNTABILITY, AND PUBLIC CONFIDENCE DURING HIGH-PRESSURE SITUATIONS; AND \_\_\_\_\_

WHEREAS, CHIEF AARON "RAY" SHASTID AS CHIEF OF THE BENTONVILLE POLICE DEPARTMENT, HAS CONTINUED TO FAITHFULLY SERVE UNTIL HIS RETIREMENT AND, THROUGH HIS COUNTLESS ACTIVITIES AND ACCOMPLISHMENTS, DELIVERED TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE AN UNPARALLELED LEVEL OF PROFESSIONALISM AND SERVICE. \_\_\_\_\_

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CHIEF AARON "RAY" SHASTID FOR HIS 23 YEARS OF DEDICATED SERVICE TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS. \_\_\_\_\_

GIVEN THIS 9th day of June, 2026, in Bentonville, in the Great State of Arkansas, in the United States of America.

\_\_\_\_\_  
Stephanie Orman, Mayor

\_\_\_\_\_  
Malorie Marrs, City Clerk





**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$	
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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:	5/19/26	Time of Bid Opening:	1:00 PM	IFB-26-28
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Solicitation Title: Replacement Truck Animal Services

		Innovative	Superior Automotive			
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	
1	1	EA	2026 or Newer Ram 2500 4x4 Crew Cab Truck or Equivalent	\$67,869.00	\$67,869.00	
<b>Total Bid Price</b>				\$67,869.00		

[purchasing@bentonvillear.com](mailto:purchasing@bentonvillear.com) - (479) 271-3115

TABULATION VERIFICATION



Michelle Gaudern  
Purchasing Agent



Shannon Gahnam  
Animal Services Manager

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDDING BID IFB-26-28 TO SUPERIOR AUTOMOTIVE GROUP FOR THE PURCHASE OF ONE (1) 2027 RAM 2500, FOR THE BENTONVILLE ANIMAL SERVICES DEPARTMENT, IN THE AMOUNT OF SIXTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-NINE DOLLARS (\$67,869.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Superior Automotive Group was the only responsive bidder for bid IFB-26-28;

**WHEREAS**, this contract covers the purchase of one (1) 2027 Ram 2500 4x4 Crew Cab Truck, to include all upfitting of emergency equipment and warranties, as specified, for the City of Bentonville Animal Services Department; and

**WHEREAS**, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Superior Automotive Group, in the amount of sixty-seven thousand eight hundred sixty-nine dollars (\$67,869.00) for the purchase of one (1) 2027 Ram 2500 4x4 Crew Cab Truck, for the City of Bentonville Animal Services Department;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

\_\_\_\_\_  
**Stephanie Orman, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Malorie Marrs, CITY CLERK**



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

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**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):*

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**FIRE APPARATUS PROPOSAL**

=====

DATE: April 13, 2026

This proposal has been prepared for:

**BENTONVILLE FIRE DEPARTMENT**

**BENTONVILLE, ARKANSAS**

:

UNIT QUANTITY	MODEL	PRICE
1	E-One All Aluminum Cyclone 20 ft side staircase heavy rescue with Cummins X10 450 hp motor per enclosed specifications specifications.	\$1,306,055.

Delivery will be FOB Bentonville Arkansas, approximately 850 calendar days after receipt of order.  
Price is firm for 30 calendar days under **HGAC contract FS12-23 or Source well contract 082025-RVG** .

Company: BANNER FIRE EQUIPMENT, INC.

By: *Tom Pour*

Title: Apparatus Sales



## **INCLUDED ITEMS**

Delivery of unit to Bentonville  
Factory Inspection Trip  
Installed wifi router  
Stokes basket( 2piece)  
Warn 9k winch  
Folding cone set  
Folding wheel chocks  
16ft Duo safety roof ladder  
Amkus Rescue package 4/13/26

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH BANNER FIRE EQUIPMENT, INC., FOR THE PURCHASE OF ONE (1) E-ONE RESCUE TRUCK, IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED SIX THOUSAND FIFTY-FIVE DOLLARS (\$1,306,055.00) PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Fire Department requests to enter into an agreement with Banner Fire Equipment, Inc. to purchase one (1) E-One Rescue Truck;

**WHEREAS**, this purchase is through participation in the HGAC cooperative purchasing contract, FS12-23 which is compliant with the City’s Purchasing Policy; and

**WHEREAS**, this is a budgeted item.

**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 Banner Fire Equipment, Inc. to purchase one (1) E-One Rescue Truck through participation in the HGAC cooperative purchasing contract, FS12-23, in the amount of one million three hundred six thousand fifty-five dollars (\$1,306,055.00);

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**

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<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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 AUTHORIZING THE EXCHANGE OF THE FIRE APPARATUS PROVIDED BY BENTON COUNTY, FOR THE BENTONVILLE FIRE DEPARTMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Bentonville Fire Department requests approval to exchange the Fire Apparatus provided by Benton County;

**WHEREAS**, the City of Bentonville Fire Department will be taking possession of a 2024 Fouts Brothers Fire Truck (VIN# 1HTMKAZR85H107814);

**WHEREAS**, a 2004 Pierce Truck (VIN# 1HTMKAZR85H107814) will be released back to Benton County; and

**WHEREAS**, there is no cost for this request to exchange.

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

Section 1: The City of Bentonville Fire Department may take possession of a 2024 Fouts Brothers Fire Truck (VIN# 1HTMKAZR85H107814) and release the 2004 Pierce Truck (VIN# 1HTMKAZR85H107814) back to Benton County;

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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):*

# Memo



To: Mayor Orman and City Council  
From: David Wright, Parks and Recreation Director  
Date: May 26, 2026  
Re: Agreement with Halff for NW 3<sup>rd</sup> Street Sidepath

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Earlier this year, Citizens who reside near NW 3<sup>rd</sup> Street visited the Traffic and Signage Committee Meeting to discuss multiple issues regarding a new stop sign and crosswalk intersection on NW 3<sup>rd</sup> Street. The issues included traffic backup, noise and general confusion.

When the TS&S Committee discussed the problem, there was agreement that the best long-term solution included relocating the stop sign(s) and pedestrian crossing from Cross Creek Drive to the intersection at Peach Orchard Road. The solution is to provide bike and pedestrian infrastructure in the areas where gaps are currently or are soon to occur.

With the Elm Tree Trail soon being under construction in this area, there will be sidewalk / trail gap from Elm Tree to Coler Grove. This action not only solves the current issue for our residents but establishes a long-term connection providing safe access to / from the Elm Tree Elementary School, Applegate Trail and parks like Coler Mountain Bike Preserve and Gateway Park.

This project is for the design of a side path running from Elm Tree to Coler Preserve. We hope to launch this design and potentially include construction funds in the 2027 budget proposal.

Funding for this project is included in the 2026 Budget under T1 Trail Project Funding.

If you have any questions, regarding this item, please contact me at 479.271.6813, or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).

*Attachments:*  
*Agreement for Services*  
*Project Site Map*

May 15, 2026

Project No. (AVO): 64768.001

City of Bentonville  
Mr. David Wright  
Bentonville, AR 72712

RE: NW 3rd Street Sidepath

Dear Mr. David Wright,

At Halff, we improve lives and communities by turning ideas into reality. We appreciate the opportunity to partner with the City of Bentonville on the NW 3rd Street Sidepath, a key connection that will safely link the Coler Mountain Bike Preserve to the communities to the west, including Elm Tree Elementary School students.

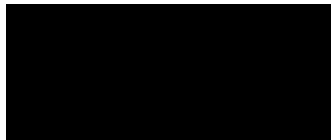
We are pleased to submit this Scope of Services for survey, design and permitting of an approximately 3,000 LF, 12-foot-wide sidepath, retaining walls, and intersection improvements at NW 3<sup>rd</sup> and Peach Orchard Rd. This project will provide a safe and efficient path for pedestrians and cyclists along NW 3<sup>rd</sup> Street.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A Project Exhibit (**Attachment C**) is also included.

Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by the Consultant and the Client.

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,



Jacob Shy  
Director, Planning and Landscape Architecture  
jshy@halff.com  
Cell: 479-466-1766

## ATTACHMENT A

### PROFESSIONAL SERVICES FOR NW 3rd Street Sidepath

#### PURPOSE

Halff (CONSULTANT) shall provide Landscape Architecture and Engineering Services for the NW 3rd Street Sidepath, to the City of Bentonville (CLIENT). The purpose of the PROJECT is to provide construction documents for a safe and efficient concrete sidepath that will connect Coler Mountain Bike Preserve and the community to the west.

#### SCOPE

The PROJECT includeS survey, design and permitting of a 12' wide concrete sidepath along NW 3<sup>rd</sup> street in Bentonville, Arkansas. Improvements are anticipated to include an approximate 3,000 LF, 12-foot-wide sidepath, retaining walls, and intersection improvements at NW 3<sup>rd</sup> and Peach Orchard Rd.

The CONSULTANT will provide structural engineering for the retaining walls and footings, as well as traffic study and report for a four way stop condition at the intersection of NW Peach Orchard Rd and NW 3<sup>rd</sup> street. CONSULTANT will engage a sub-consultant for geotechnical exploration and reports to support retaining wall and footing design.

The following elements are anticipated to be included in the construction documents:

- Cover Sheet
- General Notes
- Existing Conditions and Demolition Plans
- Sidepath Plan and Profile(s)
- Grading and Drainage Plans
- Structural Drawings for Retaining Walls and Foundations
- Maintenance of Traffic (MOT) Plan, if required based on construction method
- Construction Details
- Technical Specifications
- Opinion of Probable Construction Costs (OPCCs) at 30%, 60% and 100% completion

## ASSUMPTIONS

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone project consisting of tasks described below for the design of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Funding support services, including preparation of graphics and exhibits, are not included in this Scope of Services. This service may be provided but will be considered an Additional Service, billed hourly.
3. Property acquisition shall be coordinated and/or paid for by the CLIENT, per separate contract.
4. The PROJECT will follow ADA design requirements as applicable.
5. The PROJECT will follow AASHTO design guidelines as applicable.
6. The CLIENT shall provide available existing information and base-map data, including, but not limited to:
  - Utility record drawings and/or condition assessments
  - Property, right-of-way, and easement information.

CONSULTANT may rely upon the accuracy and completeness of information provided by CLIENT and other. Any errors, omissions, or conflicts in provided data may result in additional services.

7. CLIENT shall be responsible for coordination with third parties, including agencies, utility owners, and stakeholders, and for distributing submittals. CONSULTANT will support permitting and coordination efforts as described in this Scope; however, CONSULTANT is not responsible for delays, conflicting comments, or requirements imposed by third parties.
8. CONSULTANT will supplement available data with publicly available information (aerial imagery, GIS, record drawings, etc.) outside limits of survey. Such information is approximate and intended for planning purposes only.
9. Meetings will be held virtually or at CONSULTANT's office unless otherwise noted. Additional meetings beyond those identified in this Scope may require additional services.
10. Utility main design, relocation, and detailed utility coordination are not included. If required, these services will be addressed through an amendment.
11. Stormwater design is based on available drainage information and assumes a feasible discharge point can be identified. Significant revisions due to downstream constraints, permitting requirements, or regulatory agency direction may require additional services.

*Halff takes a deliberate and thoughtful approach to every proposal, tailoring our scope and fees to precisely match the client's current needs. As a result, any services requested beyond the defined scope of this agreement will require a formal amendment, which may include additional fees and/or adjustments to the project schedule.*

## **PHASE 1 – DESIGN SUPPORT SERVICES**

### **TASK 1.1 – PROJECT KICK-OFF MEETING**

#### **Project Kick-off Meeting:**

CONSULTANT will attend one (1) virtual or in-person project kick-off meeting with the CLIENT (determined by CLIENT) to confirm project goals, objectives, budget, schedule, and program of proposed improvements. Notes will be prepared by the CONSULTANT to document items discussed and decisions made and will be provided to attendees.

- Project Kick-Off Meeting – One (1) Virtual or in-person meeting (3 Hours maximum duration, inclusive of travel time)

#### **Task 1.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Project Kick-Off meeting notes.

### **TASK 1.2 – CONCEPT COORDINATION**

#### **CONCEPTUAL DESIGN:**

CONSULTANT will prepare up to two (2) conceptual alignments for review with the CLIENT. Concepts will be based on available GIS data, aerial imagery, as-built information (as available), and CLIENT direction.

- Centerline Concepts – maximum of two (2) original concepts or two (2) adjustments based on client comment.

#### **CONCEPTUAL COORDINATION:**

CONSULTANT will attend up to two (2) virtual or in-person meetings with the CLIENT and other stakeholders, as directed by the CLIENT, to review conceptual alignments and document feedback.

#### **Task 1.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- Digital PDF copy of the Concepts.
- Digital PDF copy of meeting notes, if requested.

### **TASK 1.3 – PROJECT MANAGEMENT / COORDINATION**

#### **Project Management Coordination, Communications, and Reporting:**

CONSULTANT may provide monthly reports to the CLIENT in 8.5"x11" format, delivered electronically, which will detail the current progress, highlight any outstanding issues, and address future concerns, if requested. This may be combined with the monthly invoice. Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT. Monthly reporting is not assumed unless requested by the CLIENT.

## **PHASE 2 – SURVEY DATA COLLECTION AND BASE MAP PREPARATION**

CONSULTANT will conduct a boundary and topographic survey along NW 3rd Street in Bentonville. The variable-width corridor will begin at the intersection of NW Elm Tree Road and NW 3rd Street, extending along the north side of NW 3rd Street to the intersection with Peach Orchard Road. From that point, the corridor will continue along both the north and south sides of NW 3rd Street to the project terminus, for an overall length of approximately 3,250 linear feet.

The corridor will extend 50 feet from the centerline of NW 3rd Street within the defined topographic limits. An additional topographic area is included east of Cross Lane on the north side of NW 3rd Street, as depicted on Exhibit A.

### **Topographic Survey**

CONSULTANT will collect topographic data on a 50-foot grid where terrain and site conditions allow. All visible and relevant ground features necessary to generate an accurate Digital Terrain Model (DTM) will be captured.

A utility locate request (one-call) will be submitted, and any utilities marked at the time of survey will be located. All above-ground appurtenances within the defined corridor will be surveyed. Storm and sanitary sewer structures will be located, and invert elevations will be obtained where accessible.

A survey control network will be established and adjusted to support the corridor survey.

Topographic data collection will be limited to accessible areas and will not include areas obstructed by fences or located within private backyards.

Trees measuring 8 inches or greater in diameter at breast height (DBH), as well as ornamental trees within the corridor, will be located.

### **Boundary Survey**

Boundary investigation will be sufficient to depict existing rights-of-way and easements affecting the corridor; however, this effort does not constitute full boundary resolution for all parcels.

For parcels within recorded subdivisions or additions, easements and rights-of-way will be based on the applicable recorded plats. For parcels not within a recorded subdivision, CONSULTANT will utilize a third-party title company to perform easement and right-of-way research. The cost for this research is included in the survey fee.

Boundary resolution and easement/right-of-way depiction will be limited to the following Benton County parcels:

01-08794-000; 01-08799-000; 01-05266-001; 01-05267-001; 01-00942-052; 01-17777-000; 01-17777-001; 01-00942-032; 01-00942-035; 01-07448-000; 01-07477-000; 01-10162-000; 01-18918-000; 01-00894-015; 01-18917-000; 01-08384-000; 01-08326-000; 01-08343-000; 01-08342-000; 01-08341-000; 01-08340-000; 01-08339-000; 01-08338-000; 01-08337-000; 01-08336-000; 01-08344-000; 01-05157-000; 01-05158-000; 01-05157-001; 01-18222-000.

### **Easement Exhibits**

If additional easement exhibits and legal descriptions are required for acquisition or dedication purposes, these services may be provided for an additional fee of \$1,500 per parcel.

### **Task 2.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *Topographic survey data suitable for design*

- *Tree survey (as defined above)*
- *Field and DTM AutoCAD drawings in Civil 3D format suitable for land development use*
- *Easement exhibits and descriptions (if authorized as an additional service)*

## **PHASE 3 – 30% SCHEMATIC DESIGN**

### **TASK 3.1 – SCHEMATIC DESIGN**

#### **(30%) Schematic Design:**

Based on input gathered from the kickoff meeting and site investigation, CONSULTANT will prepare one (1) 30% Schematic Design to communicate the intent of the PROJECT. The Schematic Design will include the layout of proposed improvements to demonstrate general compliance with applicable Federal, State, and local regulations. CONSULTANT will identify locations where exceptions to design standards may be required.

#### **Proposed Improvements:**

The (30%) Schematic Design shall include proposed improvements as identified in the PROJECT Scope and Assumptions sections and refined through coordination with the CLIENT. Design for improvements shall follow current CLIENT and regulatory design standards, unless directed otherwise by the CLIENT. In addition to the anticipated improvements described above, CONSULTANT's (30%) Schematic Design may contain the following base information:

- Project name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility/power poles, generators, and equipment.

*Utility locations and other existing features are based on available data and are approximate.*

#### **(30%) Schematic Design Submittal Milestone Preparation:**

CONSULTANT shall prepare the (30%) Schematic Design Package submittal milestone, including the following anticipated sheets, listed below:

- Cover Sheet
- General Notes
- Existing Conditions Sheet
- Demolition and Erosion Control Plan
- Preliminary Plan and Profiles
- Preliminary Overall Grading Plan

#### **Subsequent Submittal Milestones:**

**All Scope of Services following the (30%) Schematic Design Phase will not begin until the CLIENT has provided CONSULTANT with a Notice to Proceed (NTP) confirming the acceptance of the design.**

CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones.

#### **Task 3.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the 30% Submittal.*

## TASK 3.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

### **Preliminary (30%) Schematic Design OPCC:**

CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC) based on quantities indicated in the schematic plans and unit prices current at the time of preparation. Quantities and pricing are subject to change due to market conditions and factors beyond CONSULTANT's control. OPCCs are intended for budget purposes only.

### **Task 3.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing quantities and estimated bid costs.

## TASK 3.3 – SCHEMATIC VERIFICATION SITE VISIT

### **Site Visit/ corridor walk:**

Upon completion of 30% schematic plan and OPCC, a site visit will be performed to walk the corridor with CLIENT and review revised plan. Any revisions requested by the CLIENT during the site visit will be incorporated into the 60% Design Development submittal.

## **PHASE 4 – CONSTRUCTION DOCUMENTS**

***Prior to preparation of the Construction Documents package, the CLIENT shall acknowledge that the proposed design, established through previously submitted milestone packages and coordinated with all relevant stakeholders, entities, and agencies, is considered final. The CLIENT should not request design changes at this stage. The CONSULTANT reserves the right to request a contract modification, including an increase in budget and or schedule, if additional effort is required due to design changes requested after submission of the 30% Design Package.***

## TASK 4.1 – CONSTRUCTION DOCUMENTS

### **Construction Document Preparation:**

CONSULTANT shall prepare construction documents and technical specifications for the PROJECT. CONSULTANT will coordinate civil, structural and stormwater design elements into a single unified construction document package.

The 60% and 100% submittal milestones shall include the anticipated improvements identified in the PROJECT Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards, supplemented with ADA and AASHTO standards, as applicable. In addition to the anticipated improvements described above, CONSULTANT's 60% and 100% submittal milestones shall also contain the following base information:

- Project name; and if applicable, the street address, and lot and block description
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan
- Location of existing property lines and or ROW limits
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the project limits, including the location of utility power poles, generators, and equipment

### **Drawing Deliverable Review/Comment Resolution Meetings:**

After each submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review and Comment Resolution Meetings with the CLIENT to discuss submittal review

comments related to the PROJECT. The number of meetings shall not exceed two (2). Meeting objectives will include design feedback, comment review discussions, and identification of subsequent submittal deliverables. Notes may be taken by the CONSULTANT to document items discussed and decisions made.

- 60% Design Development – One (1) Virtual meeting (2-hour maximum duration)
- 100% Construction Documents – One (1) Virtual meeting (2-hour maximum duration)

**60% Design Development Submittal Milestone Preparation:**

CONSULTANT shall prepare the 60% Design Development Package submittal milestone, including the following anticipated documents:

- Cover Sheet
- General Notes
- Demolition and Erosion Control Plans and Details
- 60% Sidepath Plan and Profile Sheets
- 60% Structural Drawings of Retaining Walls
- 60% Intersection Layout Plans
- 60% Intersection Grading Plans
- Construction Details
- Preliminary Traffic Report
- Table of Contents for Technical Specifications

**100% Construction Documents Package Submittal:**

CONSULTANT shall prepare the 100% Construction Documents submittal milestone, including the following anticipated documents:

- Cover Sheet
- General Notes
- Demolition and Erosion Control Plans and Details
- 100% Sidepath Plan and Profile Sheets
- 100% Structural Drawings of Retaining Walls
- 100% Intersection Layout Plans
- 100% Intersection Grading Plans
- Construction Details
- Final Traffic Report
- Construction Specifications

CONSULTANT shall, at the request of the CLIENT, transmit electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for project-related use by CLIENT including project budgeting and coordination.

CONSULTANT's 100% Construction Package shall include the sealed and signed construction documents. CONSULTANT shall incorporate any remaining CLIENT, and/or stakeholder comments from the 60% Construction Documents review period before the final submittal.

**Task 4.1 Deliverables:**

Deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- *One (1) digital PDF copy of meeting notes.*
- *One (1) digital PDF copy of the Construction Documents and Project Manual.*
- *One (1) bound copy of the Construction Documents. (If requested)*
- *One (1) bound copy of the Project Manual. (If requested)*

## TASK 4.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)

CONSULTANT shall prepare Opinions of Probable Construction Cost (OPCC) at the 60% Design Development and 100% Construction Documents submittal milestones. OPCCs will be based on quantities indicated in the plans and unit prices current at the time of preparation. Quantities and pricing are subject to change due to market conditions and factors beyond CONSULTANT's control. OPCCs are intended for budget purposes only.

### **Task 4.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the 60% Opinion of Probable Construction Cost (OPCC)
- One (1) Digital PDF copy of the 100% Opinion of Probable Construction Cost (OPCC)

## **PHASE 5 – STRUCTURAL ENGINEERING**

CONSULTANT will provide structural design for the retaining walls, and associated foundations. Structural design will be prepared in coordination with the overall project design and incorporated into the unified construction document package described in Phase 4.

Structural design will be developed at the 60% Design Development and 100% Construction Documents submittal milestones and will include layouts, profiles, sections, and details necessary to support construction of the proposed improvements.

### **Phase 5 Deliverables:**

#### **60% Design Development Deliverables:**

- Structural layout plans for retaining walls, and footings
- Preliminary structural sections and details
- Coordination with civil grading and drainage design

#### **100% Construction Documents Deliverables:**

- Final structural plans, profiles, sections, and details for retaining walls, and footings
- Structural sheets incorporated into the final sealed construction document package

Structural design will be based on geotechnical information provided by Subconsultant.

## **PHASE 6 – GEOTECHNICAL ENGINEERING**

CONSULTANT will retain a qualified geotechnical engineering subconsultant to perform subsurface exploration and provide geotechnical recommendations in support of the PROJECT.

Geotechnical services are anticipated to include a limited subsurface investigation consisting of soil borings within the proposed retaining wall areas, laboratory testing, and preparation of a geotechnical report. The report is expected to provide recommendations for foundation design parameters for the retaining walls and footings, allowable bearing pressures, slab and subgrade preparation, earthwork and compaction requirements, trenching and backfill for utilities, and general site preparation considerations. Geotechnical site subsurface exploration will consist of seven test borings to a depth of 20 feet below present grades. During the advancement of each boring, disturbed samples will be collected using Standard Penetration Testing (SPT). Four SPT samples will be collected in the upper ten feet of each boring, followed by five-foot sampling intervals. In the borings for the longer retaining wall, geotechnical engineer anticipates encountering auger refusal material prior to reaching full depth. In this case, a five-foot rock core will be collected following auger refusal at each location for determination of rock quality.

CONSULTANT will coordinate the geotechnical scope, review the geotechnical report for general conformance with PROJECT needs, and incorporate applicable recommendations into the civil design documents.

Geotechnical services are based on a limited exploration program. Additional exploration, testing, or analysis requested by the CLIENT or required due to unforeseen subsurface conditions shall be considered an Additional Service.

**Phase 6 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *Geotechnical engineering report prepared by subconsultant.*

## **PHASE 7 – TRAFFIC ENGINEERING**

CONSULTANT will retain a qualified traffic engineering subconsultant to perform a focused traffic study and provide report recommendations for the PROJECT. Services are proposed to conduct a traffic study consisting of conducting traffic volume data counts, performing necessary analysis of traffic volume data for existing conditions and future 5-year (year to be discussed and agreed upon with the City) projected conditions utilizing the conceptual path crossing and pedestrian marking plan to be provided by CONSULTANT.

Tasks associated with this work are outlined as follows:

- Conduct and assemble hourly, 24-hour directional, typical weekday turning movement vehicle traffic volume at the intersection of N.W. 3rd Street and Peach Orchard Road.
- With input from CONSULTANT and the design team, determine weekday peak hours pedestrian volumes expected to be associated with the pedestrian crossing at the study location.
- Calculate traffic which can reasonably be expected to be attracted to the study intersection of N.W. 3rd Street and Peach Orchard Road, accounting for either future known development or background traffic volume growth year to be discussed and agreed upon with the City.
- Analyze the capacity and level of service for the study intersections for the AM, school PM and PM peak hours for the following conditions with 2-way Stop sign control vs 4-way Stop sign control:
  - Existing traffic conditions (with determined weekday peak hours pedestrian volumes expected to be associated with the pedestrian crossing at the study location).
  - Projected 5-year (year to be discussed and agreed upon with the City) traffic conditions to include completion of the trail crossing (with determined weekday peak hours pedestrian volumes expected to be associated with the pedestrian crossing at the study location).
- Provide summary of comparison of capacity and level of service results with 2-way Stop sign control vs 4-way Stop sign control at the study intersection of N.W. 3rd Street and Peach Orchard Road for the existing and projected traffic conditions.
- Advise CONSULTANT of appropriate traffic control at the study intersection of N.W. 3rd Street and Peach Orchard Road. This will include taking into account not only vehicle traffic operation, but also safety to expected pedestrians and bicyclists using the crosswalks at the study intersection.
- Prepare a written report describing analysis procedures, findings and recommendations, supported by data and calculations per City of Bentonville requirements.

**Phase 7 Deliverables:**

**60% Design Development Deliverables:**

- *Traffic Engineering plans and recommendations will be incorporated in to plan set.*

## **PHASE 8 – PERMITTING AND COORDINATION**

CONSULTANT will coordinate with the City of Bentonville permitting departments for the PROJECT. Services will include preparation and submittal of plans, attendance at meetings, and coordination of review comments. Project permitting will follow current City of Bentonville Large Scale Development process.

CONSULTANT will represent the CLIENT at meetings, including pre-filing conferences, review meetings, and Planning Commission meetings, as required. Up to five (5) meetings are anticipated.

*Approval timelines and agency review durations are outside the control of the CONSULTANT.*

## **PHASE 9 – BIDDING SERVICES**

CONSULTANT will conduct the bidding process on behalf of the CLIENT, including preparation and distribution of bid documents, advertisement for bids, and management of the bidding period. CONSULTANT will maintain the plan holders list, respond to contractor questions, and issue up to two minor addenda, as required. CONSULTANT is not including bid alternates in this fee, however bid alternates can be provided at additional cost, as requested.

CONSULTANT will facilitate receipt of bids, prepare bid tabulation, and evaluate bids for responsiveness. CONSULTANT will provide a recommendation of award to the CLIENT based on the lowest responsive and responsible bidder and assist with coordination through contract execution.

### **Phase 9 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Construction Plans and Specifications*
- *One (1) Digital PDF copy of all addenda issued during bidding*
- *One (1) Digital PDF copy of the plan holders list*
- *One (1) Digital PDF copy of the Bid Tabulation*
- *One (1) Digital PDF copy of the recommendation of award*

## BASIS OF COMPENSATION NW 3RD STREET SIDEPATH

The basis of compensation for the services below shall be as follows:

- A. **PHASE 1 – DESIGN SUPPORT SERVICES**
  - TASK 1.1 – PROJECT KICK-OFF MEETING
  - TASK 1.2 – CONCEPT COORDINATION
  - TASK 1.3 – PROJECT MANAGEMENT / COORDINATION
- B. **PHASE 2 – SURVEY DATA COLLECTION AND BASE MAP PREPARATION**
- C. **PHASE 3 – 30% SCHEMATIC DESIGN**
  - TASK 3.1 – SCHEMATIC DESIGN
  - TASK 3.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)
  - TASK 3.3 – SCHEMATIC VERIFICATION SITE VISIT
- D. **PHASE 4 – CONSTRUCTION DOCUMENTS**
  - TASK 4.1 – CONSTRUCTION DOCUMENTS
  - TASK 4.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)
- E. **PHASE 5 – STRUCTURAL ENGINEERING**
- F. **PHASE 6 – GEOTECHNICAL ENGINEERING**
- G. **PHASE 7 – TRAFFIC ENGINEERING**
- H. **PHASE 8 – PERMITTING AND COORDINATION**
- I. **PHASE 9 – BIDDING SERVICES**

Direct Costs (Estimated Reimbursable Expenses) \$2,000

Grand Total \$211,000.00

*The estimated fees established above, shall be considered lump sum. The fees will not be exceeded without prior approval from the client. Costs incurred will be carefully monitored during the progress of this project. Our services will be invoiced monthly, based on the work completed. Direct costs including printing and reproduction, postage, messenger service, and travel will be considered reimbursable.*

## ATTACHMENT B

### EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

#### GENERAL:

1. Any work not specifically included in the approved Scope of Services.
2. Revisions to the design after the Construction Documents have reached 60% completion, unless due to CONSULTANT's documented errors or omissions.
3. Redesign required due to scope changes, value engineering, budget constraints, CLIENT-directed revisions, or agency requirements.
4. Development or design of amenities not identified in the Scope of Services.
5. Design of areas beyond the defined project limits.
6. Creation of additional graphic materials not outlined in the scope.
7. Additional meetings beyond those identified in the Scope of Services.
8. Printing of drawings, specifications, or documents beyond those listed in deliverables.
9. Preparation of design alternatives or feasibility studies beyond those identified in Phase 1.
10. Negotiations or coordination with adjacent property owners or offsite stakeholders.

#### TECHNICAL / ENGINEERING:

11. Utility relocation design or detailed utility coordination beyond record information provided.
12. Subsurface Utility Engineering (SUE) Quality Levels A, B, or C.
13. Environmental services, including permitting, documentation, mitigation plans, or USACE Section 404 permitting.
14. Detailed traffic engineering studies or traffic control design beyond what is included in the Scope.
15. Work zone traffic control planning beyond Maintenance of Traffic plans included in the Scope.
16. Specialty tunnel systems, including waterproofing design, ventilation systems, or specialty structural systems not identified in the Scope.

#### SURVEY AND SITE:

17. Additional survey services beyond those described in Phase 2, including:
  - a. Survey outside project limits
  - b. Boundary research or resolution
  - c. Right-of-entry coordination
  - d. Geospatial survey services
  - e. Channel cross sections beyond defined limits
18. ALTA/NSPS Land Title Survey certification

#### CONSTRUCTION AND POST-DESIGN:

19. Construction administration services.
20. Construction staking services.
21. Value engineering services.
22. Permit, application, or impact fees.

#### PROJECT CONDITIONS AND CHANGES:

23. Redesign required due to changes in construction method, including phased construction or specialty installation methods.
24. Redesign required due to stormwater discharge limitations, regulatory requirements, or downstream constraints.
25. Splitting project documents into multiple phases, bid packages, or submittals not originally scoped.

## ATTACHMENT C PROJECT LOCATION AND LIMITS



**AGREEMENT FOR PROFESSIONAL SERVICES ON  
A DEFINED SCOPE OF SERVICES BASIS**

This Agreement for Professional Services (the "Agreement") is entered into by the City of Bentonville a **Municipal corporation** of the State of **Arkansas** ("Client"), duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation ("Halff") for the provision of professional engineering services by Halff to Client. Client and Halff may be collectively referred to as the "Parties" or individually as a "Party".

**WITNESSETH:**

For the mutual promises and benefits herein described, Client and Halff agree as follows:

- I. TERM OF AGREEMENT.** This Agreement shall become effective on the date of its execution by both Parties (the "Effective Date") and shall continue in effect thereafter until terminated as provided herein.
  
- II. HALFF'S SERVICES.** Halff shall provide to Client professional services as described in the scope of services attached hereto and fully incorporated herein as "**Exhibit A**" (the "Scope of Services").
  - a. **Independent Contractor Status.** Halff shall perform the services hereunder as an independent contractor and not as an agent or fiduciary of Client.
  
  - b. **Standard of Care.** Halff shall perform its services consistent with the professional skill and care ordinarily provided by members of the profession practicing in the same or similar locality under the same or similar circumstances (the "Standard of Care"). Nothing contained herein shall be construed to create any warranty or certification of any kind, and Halff shall not be required to provide any certification, assignment, or warranty. Upon written request and for a separate mutually agreed fee and fully executed contract amendment and at Halff's sole discretion, Halff may agree to provide certain specific written statements regarding its services. Such statements shall be in a form prepared by and acceptable to Halff and shall be requested with sufficient advance notice to allow Halff to review the documents and prepare a suitable statement.
  
  - c. **Timeliness of Performance.** Halff shall perform the Scope of Services as expeditiously as is consistent with the Standard of Care and the orderly progress of the project.
  
  - d. **Client Objection to Personnel.** If at any time after entering into this Agreement Client has a reasonable objection to any of Halff's personnel, or any personnel, professionals and/or consultants retained by Halff, Client shall notify Halff in writing of such objection providing reasonable details concerning Client's objections. Thereafter, Halff shall promptly propose substitutes to Client. Upon Client's mutual agreement, Halff's compensation shall be equitably adjusted to reflect any difference in Halff's costs occasioned by such substitution.
  
  - e. **Construction Estimates.** Client acknowledges and agrees that Halff's preparation of any estimate of probable construction costs, preliminary or otherwise, and any updated estimates of probable construction costs prepared by Halff, represent Halff's judgment as a design professional. Client further acknowledges and agrees that Halff has no control over the cost of labor, materials, or equipment; the Contractor's methods of calculating and estimating bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, Halff cannot and does not warrant or represent that bids or negotiated prices will not vary from Halff's estimate of probable construction costs (including any updates thereto) or from Client's budget or from any other estimate or evaluation, prepared or agreed to by Halff.
  
  - f. **Construction Observation.** Unless construction observation is specifically included in the Scope of Services, Client acknowledges and agrees that Halff's services do **not** include construction observation or review of any Third-party performance or other construction phase services. Client therefore assumes sole and complete responsibility for interpretation of all construction documents and construction activities and hereby waives any and all claims against Halff related to or resulting from the interpretation of construction documents, unauthorized modifications and construction errors and omissions.

- g. **Additional Services and Change Orders.** Any service(s) not specifically listed in the Scope of Services will be considered "Additional Services" and shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Additional Services or if the parties agree upon an additional lump sum payment for the Additional Services such lump sum shall be set forth in a writing signed by Client and Halff. All Additional Services, when requested, shall be authorized in writing by Client prior to Halff proceeding with any such Additional Services. In the event Client requests to modify the Scope of Services (a "Change Order"), such Change Order shall be mutually agreed upon in writing by Client and Halff prior to Halff proceeding with any such changes. Change Orders shall be billed on an hourly basis pursuant to the current hourly rates of the personnel performing such Services or if the parties agree upon an additional lump sum payment for the Change Order such lump sum shall be set forth in a writing signed by Client and Halff. Notwithstanding the foregoing, if circumstances or conditions that were not originally contemplated or known to Halff become known that affect the Services to be performed under any Task Order (including, without limitation, schedule, compensation, allocation of risks), Halff will inform Client and Client agrees to engage in good faith renegotiation of the Services. If revised Services cannot be mutually agreed upon, either Party shall have the right to terminate this Agreement.

### III. COMPENSATION AND PAYMENT TERMS.

- a. **Payment Terms.** Client agrees to pay monthly invoices or their undisputed portions within thirty (30) calendar days of receipt. Payment later than thirty (30) calendar days shall include interest at one percent (1%) per month or lesser maximum enforceable interest rate, from the date of the invoice until the date Halff receives payment. Interest is due and payable when the overdue payment is made. Any delay in an undisputed payment constitutes a material breach of this Agreement.
- b. **Suspension of Services due to Nonpayment.** It is understood and agreed by the Parties that Halff's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement, or any other remuneration from any third-party. Client agrees that performance of the services under this Agreement is contingent upon Client's timely payment of invoices. In the event Client is delinquent on its payment of invoices, after receiving a notification from Halff of nonpayment, Halff shall have the right to stop providing the Services and to terminate this Agreement effective immediately.
- c. **Fee and Cost Calculations.** Lump sum and time-related charges will be billed as specified in the Scope of Services. Unless stated otherwise in the Scope of Services, direct expenses, subcontracted services, and direct costs will be billed at actual cost plus a service charge of ten percent (10%). Mileage will be billed at current IRS rates. Rates used in the lump sum calculation(s), if applicable, are estimates and are not reflective of actual billing rates posted on invoices.
- d. **Disputed Invoices.** If Client reasonably disagrees with any portion of an invoice, Client shall notify Halff in writing setting forth in reasonable detail the nature of the disagreement, including the invoice date and number and the amount disputed. Claims for disputed amounts must be made within thirty (30) days of the date of the relevant invoice. Client waives the right to dispute an invoice or portion thereof not disputed within said thirty (30) day period.
- e. **Taxes.** The fees and costs stated in this Agreement exclude all sales, consumer, use and other taxes. Client agrees to fully reimburse Halff and its subcontractors for taxes paid or assessed in association with the services provided hereunder, whether those taxes were in effect as of the date of this Agreement or were promulgated after the date of this Agreement. This clause shall not apply to taxes associated with reimbursable or other Project related expenses, which shall be identified in the applicable invoice for reimbursement by Client.

**IV. CLIENT'S OBLIGATIONS.** Client agrees that it will (i) designate a specific person to act as Client's representative; (ii) provide Halff with all previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client that are relevant to Halff's services; (iii) provide access to property owned by Client and or any third-party as may be necessary for the performance of Halff's services for Client; (iv) make prompt payments in response to Halff's statements; and (v) respond in a timely manner to requests from Halff. Halff is entitled to rely upon and use, without independent verification and without liability, all information and services provided by Client or Client's representatives.

**V. TERMINATION.** Either Client or Halff may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Halff for Client's convenience shall only be utilized in good faith and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of the Scope of Services being performed by a third-party. Following Halff's receipt of such termination notice Client shall, within ten (10) calendar days of Client's receipt of Halff's final invoice, pay Halff for all services rendered and all costs incurred up to the date of Halff's receipt of such notice of termination.

**VI. OWNERSHIP OF DOCUMENTS.**

a. **Ownership by Client.** All sketches, computations, drawings, tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, and maps and other data prepared or obtained under the terms of the contract (collectively the "Deliverables") shall be electronically and physically delivered to and become the property of the City without restriction or limitation on their use. In the case of an agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. At the City's sole discretion, the items could become the property of the City.

Notwithstanding the foregoing, any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performed hereunder are and shall remain the sole and exclusive property of Engineer. Under no circumstances shall delivery of the Deliverables to Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose.

b. **Reuse of Deliverables.** Any reuse by Client, or by those who obtain said information from or through Client, without Engineer's involvement, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subcontractors or independent contractors or associates (collectively "Engineer's Affiliates").

c. **Indemnification for Reuse of Deliverables.** Not Used.

d. **Electronic Files.** Client agrees that differences may exist between the electronic files and the printed hard-copy original documents provided by Halff. In the event of a conflict between the signed original documents prepared by Halff and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

**VII. NOTICES.** Any notice or communication required or permitted to be given hereunder may be delivered to the Parties as designated below, or such other address as may be designated in writing from time to time in accordance with this Section VII. by (a) personal delivery; (b) overnight courier (signature required); or (c) U.S. Mail (registered or certified only), return receipt requested. Such notice will be deemed to be given on the date of actual receipt.

**To Halff:**  
**Halff Associates, Inc.**  
 Attn: Legal Department  
 2380 Performance Drive, Bldg. C, Suite 150  
 Richardson, TX 75082-4333  
 Telephone: 214-346-6200  
 With copies to [legalhelp@halff.com](mailto:legalhelp@halff.com)

**To Client:**  
**City of Bentonville**  
 Attn: \_\_\_\_\_  
 \_\_\_\_\_  
 Tele: \_\_\_\_\_  
 Email: \_\_\_\_\_

**VIII. INSURANCE.** Halff agrees to maintain during the life of this Agreement, and for a period of four (4) years following the termination or expiration thereafter, the minimum insurance set forth below. Halff shall submit to Client a certificate of insurance prior to commencing performance of the Services.

- a. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$2,000,000 per occurrence/aggregate.
- b. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- c. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law (including Longshoremen's and Harbor Workers' Act and the Jones Act). The employer's liability policy limit shall not be less than \$1,000,000.
- d. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
- e. Excess or Umbrella insurance with a limit not less than \$5,000,000 per occurrence/general aggregate.
- f. Halff shall name Client, its elected officials, directors, officers and employees as additional insureds for policies VIII.a. and VIII.b. To the extent allowed by each policy, Halff shall also provide a waiver of subrogation in favor of Client.

**IX. DISPUTE RESOLUTION.**

- a. "Dispute" means any controversy, claim (whether for damages, costs, expenses or other losses) or disagreement by and between the Parties, whether in contract, tort, statutory or common law, legal or equitable, now existing or hereafter arising under or in connection with this Agreement including the interpretation, performance or non-performance, or exercise of rights under any provision of this Agreement.
- b. **Negotiation.** In the event of a Dispute, the Parties agree that they shall first attempt to informally negotiate in good faith to resolve the Dispute through one or more meetings to be held between authorized representatives with decision-making authority from each Party for a period of not less than twenty-one (21) days. These informal negotiations are a condition precedent to both mediation and the institution of any legal or equitable proceedings, unless such meetings will infringe upon schedules defined by applicable statutes of limitation or repose in which case such meetings shall still be required, but the institution of said proceedings shall not be precluded for failure to meet this specific meeting requirement. All reasonable requests for information made by one Party to the other shall be honored. All negotiations and information exchanged between the Parties pursuant to this Section IX.b. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- c. **Mediation.** Excluding Disputes related to disputed and/or unpaid invoices which are not required to be mediated, if the Dispute cannot be resolved by negotiations pursuant to Section IX.b. above, the Parties shall endeavor to settle the Dispute by mediation under the then current construction industry mediation rules and procedures published by the American Arbitration Association ("AAA"). The Parties shall mutually agree on the mediator. If the Parties are unable to do so, or the agreed upon mediator is unwilling or unable to serve, AAA shall appoint a mediator. Costs associated with mediation shall be shared equally by Client and Halff. All reasonable requests for information made by one Party to the other shall be honored. The mediation and information exchanged between the Parties pursuant to this Section IX.c. shall be confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.
- d. **Litigation.** If the Dispute cannot be resolved by negotiation pursuant to Section IX.b. or mediation pursuant to Section IX.c., the Parties agree to submit to the exclusive venue and jurisdiction set forth in Section IX.e. below.
- e. **Governing Law and Jurisdiction.** This Agreement shall be administered under the substantive laws of the State of Arkansas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance, and enforcement. Exclusive jurisdiction and venue shall lie in any court of competent jurisdiction in Benton County, Arkansas.

**X. EXCLUSIVITY OF REMEDIES.** No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy or Dispute resolution method.

**XI. AGREED LIMITATIONS ON REMEDIES**

- a. **No Individual Liability.** Liability of an individual employee of Engineer shall be governed by applicable Arkansas law.
- b. **LIMITATION OF LIABILITY.** NOT USED.
- c. **Waiver of Consequential Damages.** The issue of consequential damages shall be governed by applicable Arkansas law.
- d. **Time Limit To Make A Claim.** The time for the Parties to make a claim under this Agreement shall be governed by applicable Arkansas law.

**XII. PROJECT ENHANCEMENT/BETTERMENT.**

- a. **Betterments.** If a component of the Project is omitted from Engineer’s Deliverables due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client to the extent such omission relates to any betterment, improvement or added value component (collectively a “**Betterment**”) added to the Project. Notwithstanding the foregoing, Engineer will be responsible only to the extent necessary to place Client in the same position it would have been but for Engineer’s breach or negligence, for the reasonable (i) retrofit expense, (ii) waste, or (iii) intervening increase in the cost of the Betterment furnished through a change order from Client. To the extent that unit pricing increases due to the addition of the Betterment, Client understands and agrees that such cost increases would only be applicable to newly identified Betterments, not increases in quantity of existing items.
- b. **Component Enhancements.** If it is necessary to replace a component of the Project due to the breach of this Agreement by Engineer or the negligence of Engineer, Engineer will not be liable to Client for any enhancement or upgrade of such component beyond that originally included in the Deliverables. In addition, if the component has an identifiable useful life that is less than the Project itself, the damages of Client shall be reduced to the extent that the useful life of the original component will be extended by the replacement thereof.
- c. **Betterment/Component Enhancement Exclusion.** IN THE EVENT OF A DISPUTE, THE PARTIES AGREE THAT ENGINEER’S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, AND EXPENSES THAT CREATE OR RESULT IN A BETTERMENT, COMPONENT ENHANCEMENT OR OTHER ADDED VALUE OR UPGRADE/ENHANCEMENT OF THE PROJECT RECEIVED BY CLIENT DUE TO ENGINEER’S BREACH OR NEGLIGENCE.

**XIII. ASSIGNMENT.** This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party.

**XIV. NO THIRD PARTY BENEFICIARIES.** This Agreement is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

**XV. WAIVER.** Any failure by the Parties to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Parties may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**XVI. SEVERABILITY.** Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XVII. INTEGRATION.** This Standard Form of Agreement, Exhibit A, Exhibit B and each duly authorized and executed Task Order, are fully incorporated herein and represent the entire understanding of Client and Engineer and supersedes

and replaces all prior, contemporaneous and subsequent agreements, negotiations, representations, warranties, understandings, statements, promises, or inducements, whether oral or written, regarding the matters contained herein. No prior, contemporaneous, or subsequent communications, whether oral, written, electronic or other form, shall be of any force or effect with respect to the matters covered herein. Any amendments or modifications to this Agreement shall only be effective if made in writing and signed by both Parties.

**XVIII. SIGNATORIES.** Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**IN WITNESS WHEREOF**, the Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**Halff Associates, Inc.**



**Client: City of Bentonville, Arkansas**

**Print Name:** Jacob ShyVP - Director

**Print Name:** \_\_\_\_\_

**Title:** of PLA5/26/26

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HALFF, IN THE AMOUNT OF TWO HUNDRED ELEVEN THOUSAND DOLLARS (\$211,000.00), FOR DESIGN SERVICES FOR THE NW 3RD STREET SIDEPATH; AND FOR OTHER PURPOSES.**

**WHEREAS**, Halff Associates Inc. (Halff), will provide design services for the NW 3<sup>rd</sup> Street Sidepath connection the Elm Tree Trail to Coler Preserve;

**WHEREAS**, this firm was selected in accordance with the City’s Purchasing Policy; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Halff, in the amount of two hundred eleven thousand dollars (\$211,000.00) for design services on the NW 3rd Street Side path, connecting the Elm Tree Trail to Coler Preserve;

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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):*

**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**



**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT LOT 209 OF ORIGINAL TOWN OF BENTONVILLE SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0002).**

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

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

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

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

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

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
Bentonville, Arkansas

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
City of Bentonville, Arkansas



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$	
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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**



**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING STREET RIGHT OF WAY LOCATED AT LOT 76 OF BENTONVILLE ORIGINAL SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0005).**

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

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

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

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

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

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
Bentonville, Arkansas

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
City of Bentonville, Arkansas



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
-----------------------------	----

**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**

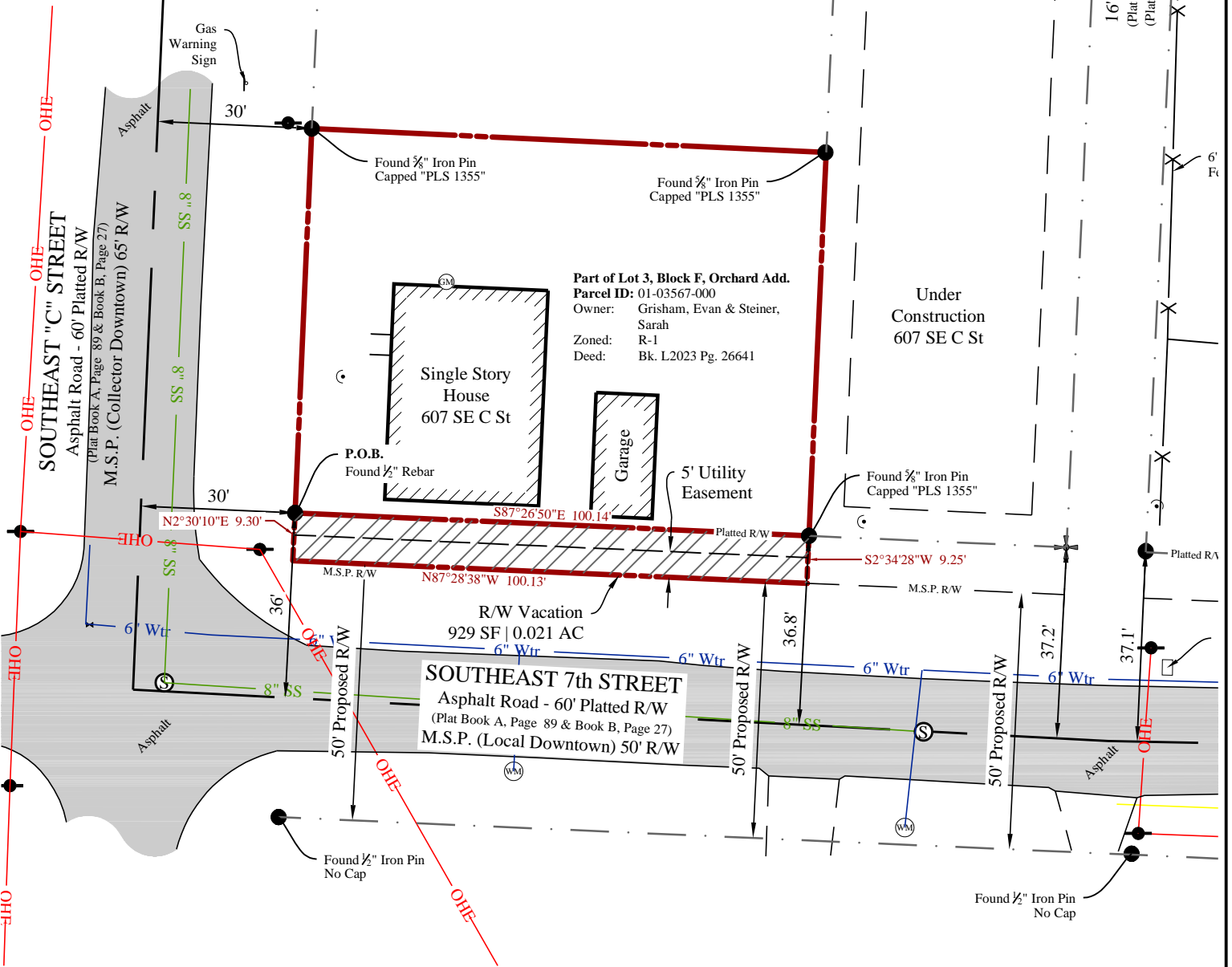
(check all that apply)

**General Fund**     **Utility Fund**     **Street Fund**    **Other(s):** \_\_\_\_\_

*Budget Impact Notes for Consideration (Optional):*

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

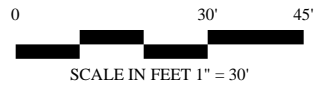


## Part of Lot 3 R/W Vacation Description

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.)

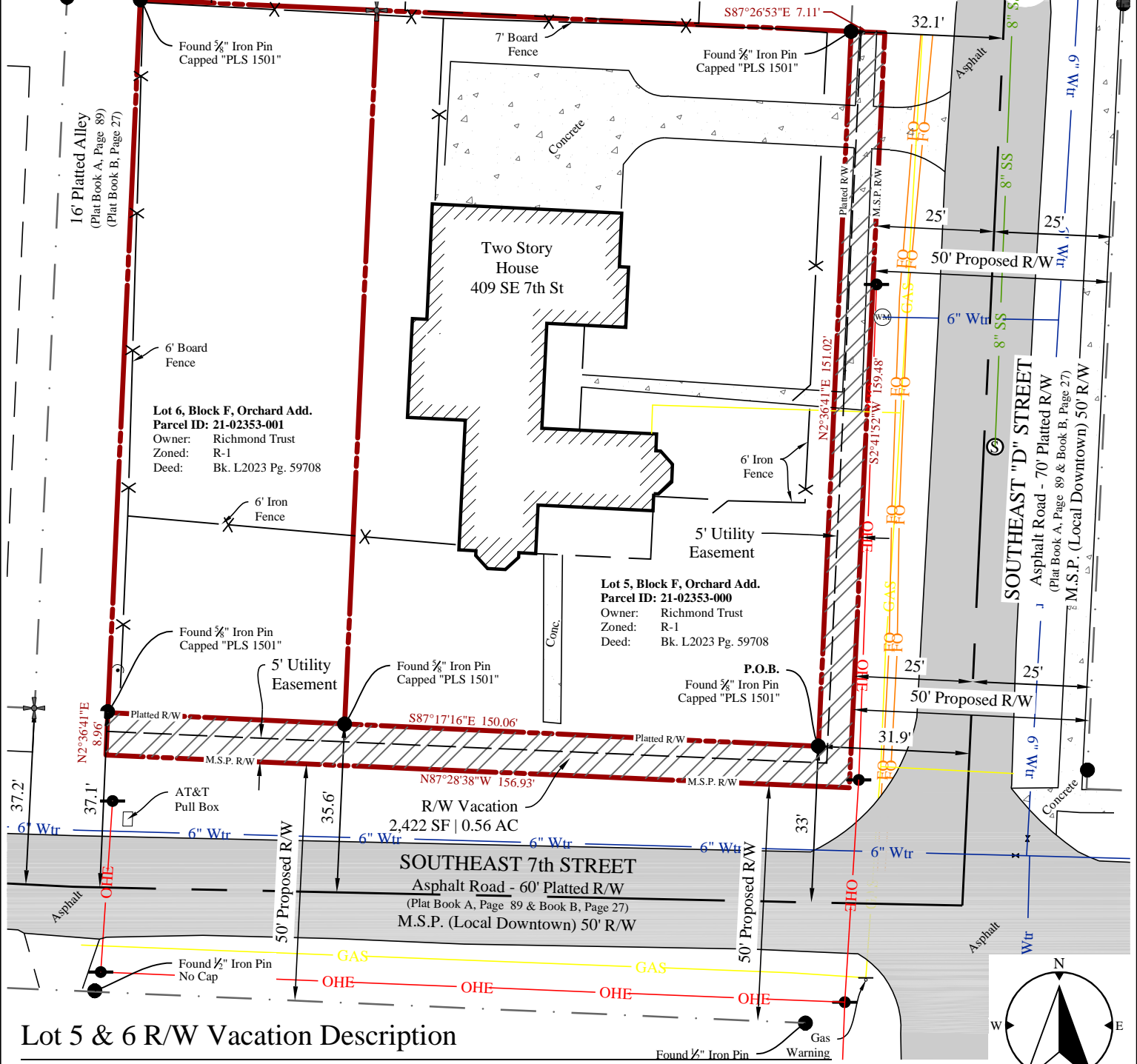
Contains 929 square feet or 0.021 acres of land, more or less.



**zark**  
Civil Engineering Inc.  
BENTONVILLE, AR 72712

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

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

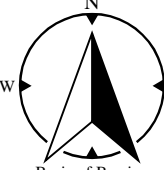


## Lot 5 & 6 R/W Vacation Description


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  $2^{\circ}36'41''$  East, 151.02 feet, along said West Right-of-Way; thence departing said West Right-of-Way, South  $87^{\circ}26'53''$  East, 7.11 feet; thence South  $2^{\circ}41'52''$  West, 159.48 feet; thence North  $87^{\circ}28'38''$  West, 156.93; thence North  $2^{\circ}36'41''$  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  $87^{\circ}17'16''$  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



Basis of Bearing  
Arkansas State Plane Coordinates  
(North Zone, NAD 83 (2011))



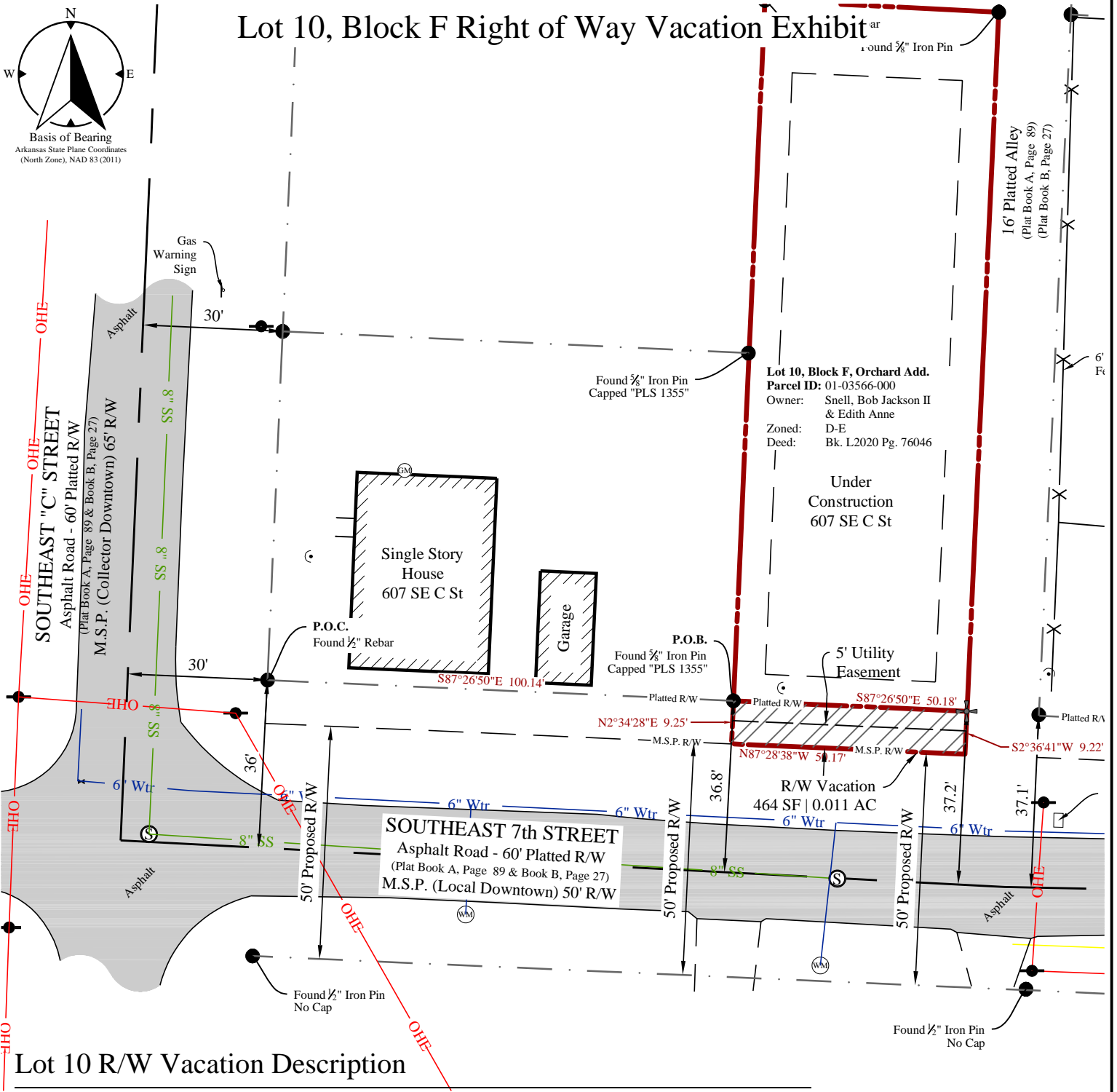
SCALE IN FEET 1" = 30'



**Civil Engineering Inc.**  
BENTONVILLE, AR 72712

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

# Lot 10, Block F Right of Way Vacation Exhibit

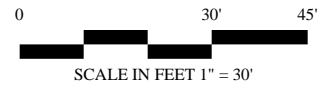


## Lot 10 R/W Vacation Description

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**

**ORDINANCE NO \_\_\_\_\_**

**ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING A UTILITY EASEMENT LOCATED LOTS 3, 5, 6 & 10 OF ORCHARD ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0011).**

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

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

**Section 1:** The City of Bentonville Arkansas releases, vacates and abandons all of its rights together with the rights of the public generally, in and to right of way subject to the condition that the public utility easement is reserved for the city designated 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.

**Section 2:** Concurrently, The City of Bentonville Arkansas establishes a permanent utility easement to lay, construct, remove, relay, enlarge, maintain, inspect, repair and operate all municipally owned and franchised/permitted utilities including but not limited to water and sewer line or lines, manholes, sewer force main, fire hydrants, poles, electric lines and other appurtenances thereto, with right of ingress and egress to and from the same, on over, across and under the following described real estate to-wit:

**Lots 3 & 10 Utility Easement 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; South 2°30'10" West, 4.30 feet to the Point of Beginning (P.O.B.); thence South 87°28'38" East, 150.31 feet; thence 2°36'41" West, 5.00 feet; thence North 87°28'38" West, 150.30 feet; thence North 2°30'10" East, 5.0 feet to the Point of Beginning (P.O.B.)

Contains 752 square feet or 0.017 acres of land, more or less.

**Lots 5 & 6 Utility Easement 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 6, Block F as shown on Lot Split, Recorded in Book 2013, Page 67; thence South 2°36'41" West, 3.96 feet, to the Point of Beginning (P.O.B.); thence South 87°28'38" East, 151.94 feet; thence North 2°41'52" East, 154.48 feet; thence South 87°26'53" East, 5.00 feet; thence South 2°41'52" West, 159.48 feet; thence North 87°28'38" West, 156.93 feet, to the Point of Beginning (P.O.B.)

Contains 1,557 square feet or 0.036 acres of land, more or less.

**Section 3:** A copy of this Ordinance, duly certified by the City Clerk, shall be filed in the Office of the Recorder of Benton County, Arkansas and recorded in the deed records of the County.

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

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

---

**STEPHANIE ORMAN, Mayor  
City of Bentonville, Arkansas**



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):** \_\_\_\_\_

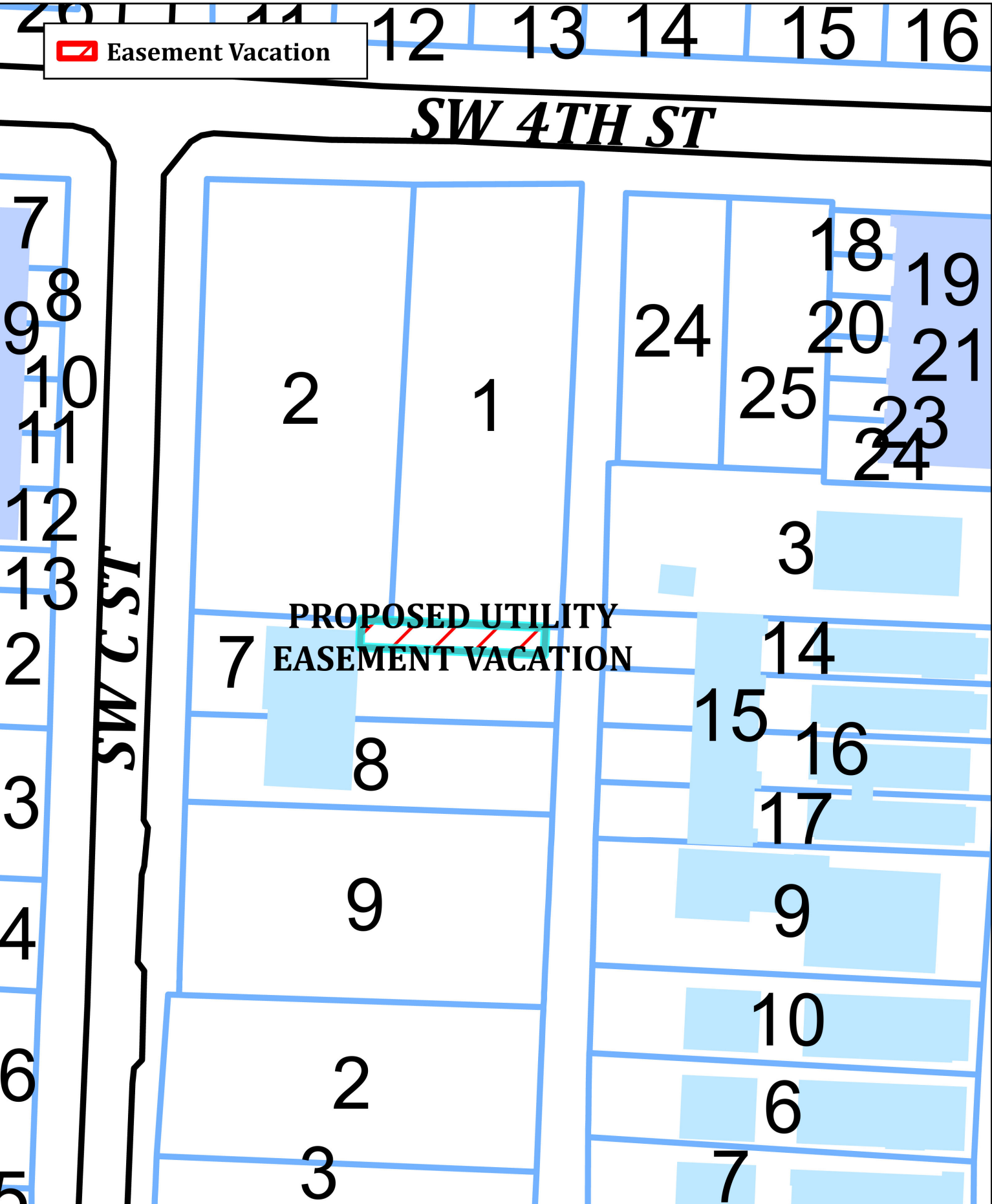
*Budget Impact Notes for Consideration (Optional):*

 Easement Vacation

**SW 4TH ST**

**SW C ST**

**PROPOSED UTILITY  
EASEMENT VACATION**



**VAC26-0013**  
**Vacation**  
**Tucker SW C ESMT VAC/RED**



**ORDINANCE NO \_\_\_\_\_**

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 7, BLOCK 2 OF SCOGGAN SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0013).**

**WHEREAS,** a petition was filed with the City Council of the City of Bentonville, Arkansas, TUCKER, KEVIN & KATHERINE asking the City Council to vacate a utility easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PART OF LOT 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,** after due notice as required by law, the Council has at the time and place mentioned the notice, heard all persons desiring to be heard on the question; that all the owners of the property abutting the easement to be vacated have joined in the petition or consented to the granting of the petition; and the public interest and welfare will not be adversely affected by the abandonment of the above described easement.

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

**Section 1:** The City of Bentonville Arkansas releases, vacates, and abandons all of its rights together with the rights of the public generally, in and to the utility easement designated as follows:

A 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.

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

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

\_\_\_\_\_  
**Malorie Marrs, City Clerk**  
**Bentonville, Arkansas**

\_\_\_\_\_  
**Stephanie Orman, Mayor**  
**City of Bentonville, Arkansas**



**City of Bentonville, Arkansas Agenda Item Form**

**Item Details**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
-----------------------------	----

**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

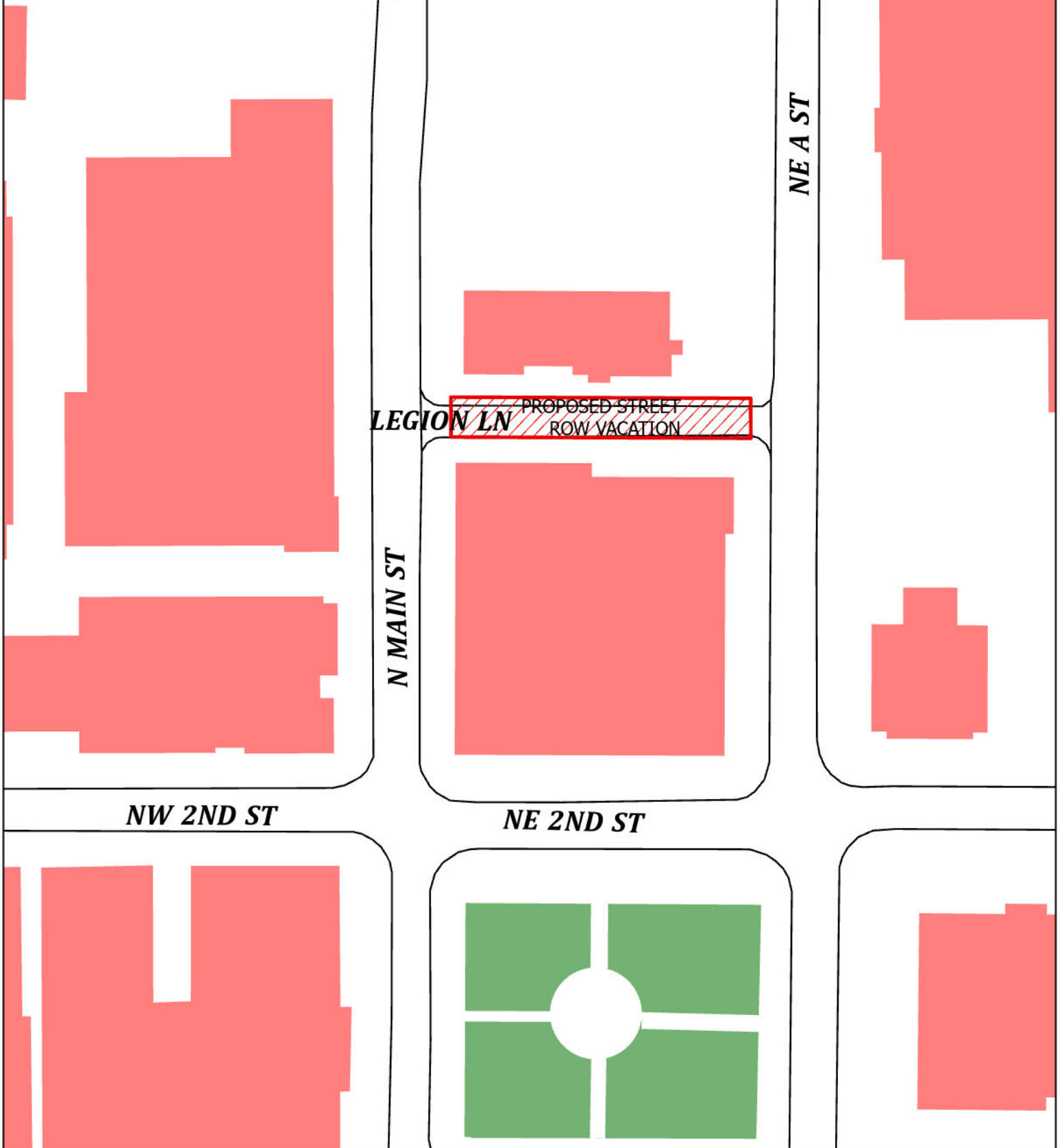
City Hall

305 SW A Street Bentonville, AR 72712

**TYPE**



**Street Vacation**



**LEGION LN**

PROPOSED STREET  
ROW VACATION

**N MAIN ST**

**NE A ST**

**NW 2ND ST**

**NE 2ND ST**



**VAC26-0007**

**Proposed Street ROW Vacation  
Legion Ln**



**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 CINDY SPRINGS LLC requesting an access easement vacation (VAC26-0007) within the City of Bentonville, Arkansas be vacated, which said access easement is described as follows:

A tract of land located in Section 30, Township 20 North, Range 30 West, also being part of the Right-of-Way Easement dedicated in Deed Book 2004 Page 42364 in the public records of Benton County, Arkansas, and being described by metes and bounds as follows:

COMMENCING at a mag nail found at the Southwest Corner of Lot 174 of the Bentonville Original Subdivision per Plat Book 2008 Page 335;  
THENCE South 01°20'58" West, 62.96 feet to the Southwest Corner of Lot 64 and 74 of the Bentonville Original Subdivision, also being the POINT OF BEGINNING;  
THENCE along the South Line of said Lots 64 and 74, South 88°10'14" East, 165.25 feet to a point on the West Right-of-Way Line of Northeast A Street;  
THENCE along said West Line, South 01°19'15" West, 22.00 feet;  
THENCE departing said Right-of-Way Line, North 88°10'14" West, 165.27 feet to a point on the East Right-of-Way Line of North Main Street;  
THENCE along said East Line, North 01°20'58" East, 22.00 feet to the POINT OF BEGINNING containing 3,636 square feet or 0.08 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 access easement is set for a hearing June 23, 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):** \_\_\_\_\_

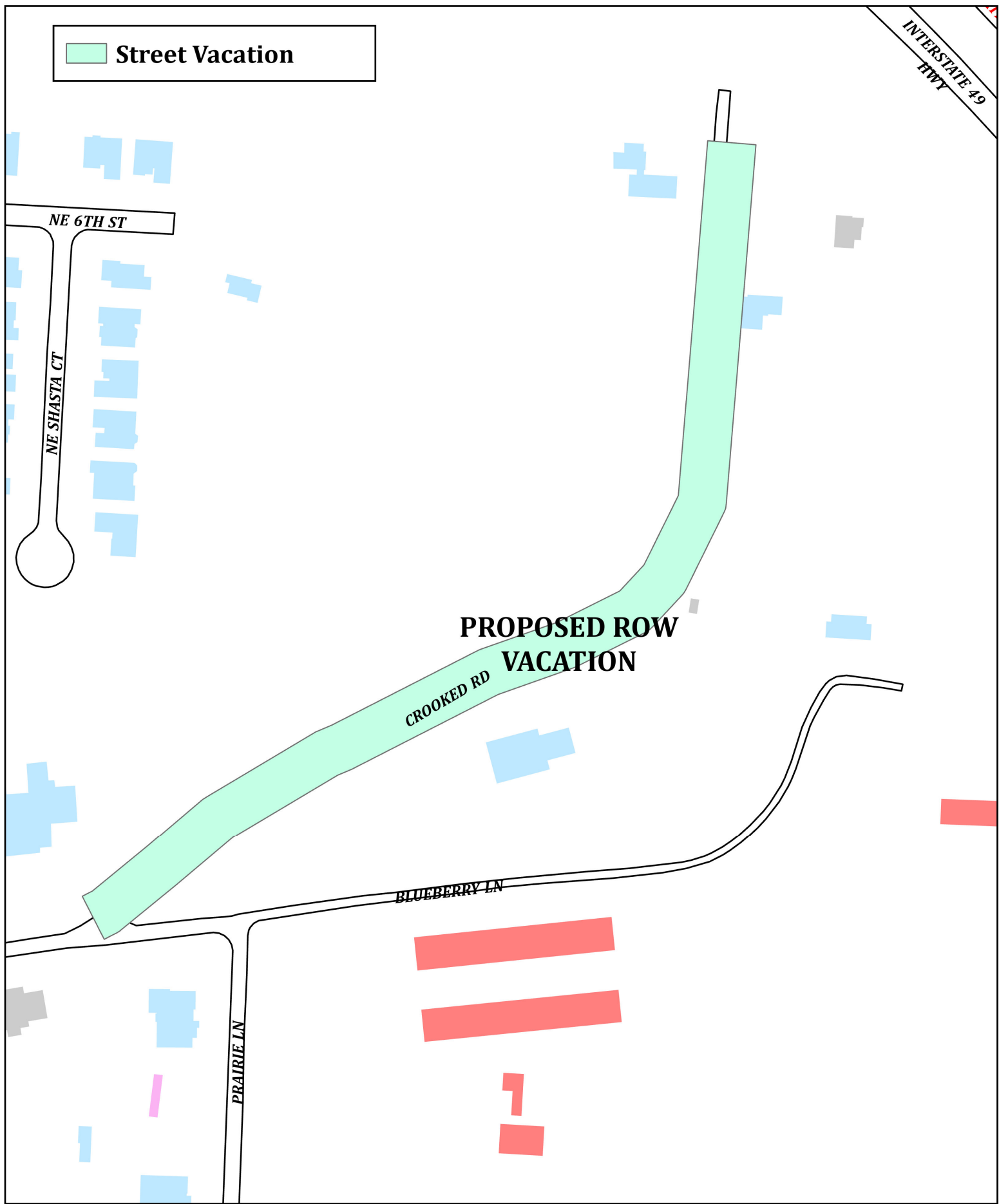
*Budget Impact Notes for Consideration (Optional):*

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Street Vacation



VAC26-0014  
Vacation  
Crooked Rd. Vacation



**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 ALWF Lands, LLC requesting street right of way vacation (VAC26-0014) within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

Survey Numbers W-107 & 2012-292 Public Road Right-of-Way (Crooked Road) Description

All that tract or parcel of land, being situated in Bentonville, Benton County, Arkansas, being a portion of the 33-foot public road right-of-way depicted crossing Parcels #1 and #2 in Survey Number W-107, Benton County Clerk Records, and also depicted as crossing the property described in Survey Number 2012-292, being known as Crooked Road, being a portion of the North 1/2 of the Southeast 1/4 of Section 28, Township 20 North, Range 30 West, Fifth Principal Meridian, and the centerline of said right-of-way being more particularly described as follows:

Commencing at the intersection of the east right-of-way line of Prairie Lane with the corner common to the property now or formerly of Positronic Retail LLC, as described in Instrument Number L201862231, Benton County Clerk Records, and with the south line of said Parcel #2;

Thence, along the property line of said Parcel #2 the following two (2) courses:

- 1) South 82°46'08" West a distance of 303.07 feet;
- 2) North 62°46'08" East a distance of 80.87 feet to the Point of Beginning;

Thence, continuing along the property line of said Parcel 2 the following five (5) courses:

- 1) North 62°46'08" East a distance of 19.13 feet;
- 2) North 50°46'08" East a distance of 100.00 feet;
- 3) North 49°46'08" East a distance of 100.00 feet;
- 4) North 59°16'08" East a distance of 171.20 feet;
- 5) North 66°54'01" East a distance of 22.61 feet;

Thence, departing said property line, the following five (5) courses:

- 1) North 62°56'26" East a distance of 224.49 feet;
- 2) North 70°27'55" East a distance of 112.08 feet;
- 3) North 63°33'50" East a distance of 104.12 feet;
- 4) North 43°03'45" East a distance of 58.88 feet;
- 5) North 26°21'40" East a distance of 116.84 feet to the east line of the property now or formerly of Awsom Lands, LLC as described in Instrument Number L202506624, Benton County Clerk Records;

Thence, along said east property line, North 04°43'55" East a distance of 229.91 feet;

Thence, departing said east property line, North 04°43'55" East a distance of 261.98 feet to the north line of the Southeast 1/4 of said Section 28, and the point of terminus. Said right-of-way contains an area of 50,022 square feet, more or less.

The beginning of said easement is to be trimmed and extended to a line bearing South 82°46'08" West, and the terminus of said easement is to be trimmed and extended to the north line of the Southeast 1/4 of said Section 28.

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 23, 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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

issue for review:

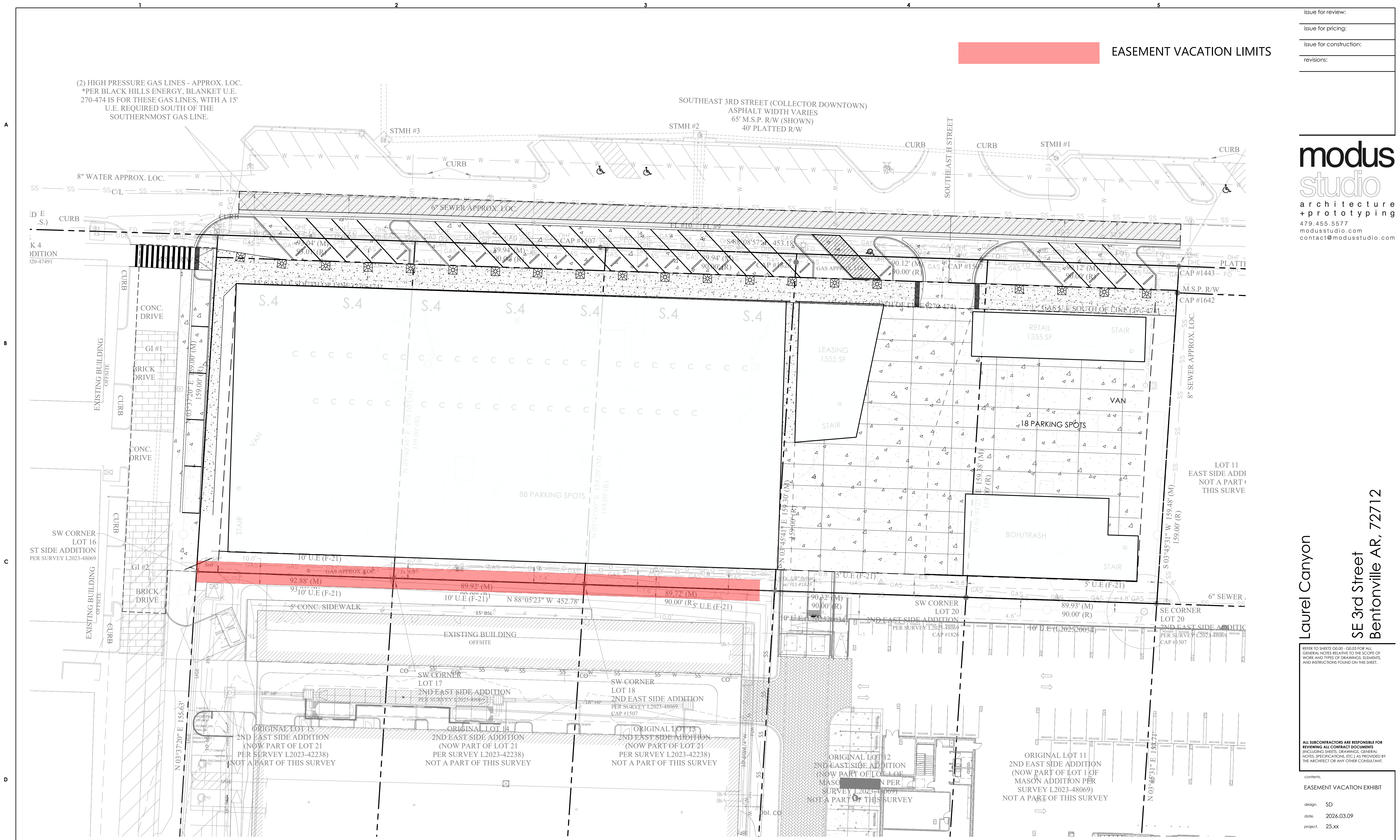
issue for pricing:

issue for construction:

revisions:

EASEMENT VACATION LIMITS

(2) HIGH PRESSURE GAS LINES - APPROX. LOC.  
\*PER BLACK HILLS ENERGY, BLANKET U.E.  
270-474 IS FOR THESE GAS LINES, WITH A 15'  
U.E. REQUIRED SOUTH OF THE  
SOUTHERNMOST GAS LINE.



**modus**  
**studio**  
architecture  
+ prototyping  
479.455.6577  
modusstudio.com  
contact@modusstudio.com

Laurel Canyon  
SE 3rd Street  
Bentonville AR, 72712

REFER TO SHEETS G0-00 - G0-03 FOR ALL  
GENERAL NOTES RELATIVE TO THE SCOPE OF  
WORK AND TYPES OF DRAWINGS, ELEMENTS,  
AND INSTRUCTIONS FOUND ON THIS SHEET.

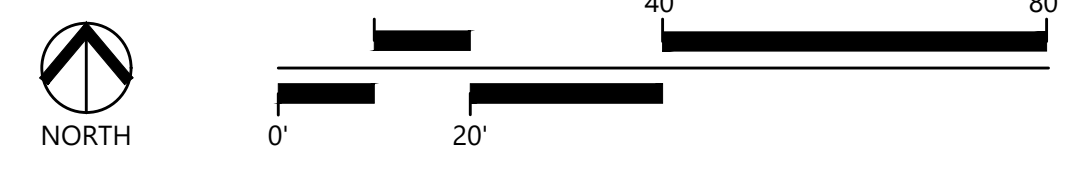
ALL SUBCONTRACTORS ARE RESPONSIBLE FOR  
REVIEWING ALL CONTRACT DOCUMENTS  
(INCLUDING SHEETS, DRAWINGS, GENERAL  
NOTES, SPECIFICATIONS, ETC.) AS PROVIDED BY  
THE ARCHITECT OR ANY OTHER CONSULTANT.

contents:  
EASEMENT VACATION EXHIBIT  
design: SD  
date: 2026.03.09  
project: 25.XX

EXH

1 EASEMENT VACATION EXHIBIT

SCALE: 1" = 20'-0"



**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 SQUARE DISTRICT PROPERTIES LLC requesting a utility easement vacation (VAC26-0029) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

Legal Description for a partial utility easement vacation on Lots 13, 14, 15, 16, 17 and 18 of East Side 2 nd Addition filed in Book F at Page 21, for EDG and the Laurel Canyon LSD project.

A PART OF A 10' WIDE UTILITY EASEMENT LOCATED ON A PART OF LOTS 13, 14, 15, 16, 17 AND 18 OF EAST SIDE 2ND ADDITION TO THE CITY OF BENTONVILLE AS PER THE FINAL PLAT THEREOF FILED IN BOOK F AT PAGE 21 IN THE OFFICE OF THE CIRCUIT CLERK AN EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S03°37'20"W 154.00' FROM THE NORTHWEST CORNER OF SAID LOT 16 AND RUNNING THENCE S88°05'23"E 265.50', THENCE S03°45'41"W 10.01', THENCE N88°05'23"W 265.48', THENCE N03°37'20"E 10.00' TO THE POINT OF BEGINNING, CONTAINING 0.06 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 23, 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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
-----------------------------	----

**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):*

# Memo



**To:** Mayor Stephanie Orman, Bentonville City Council  
**From:** Beau Thompson  
**CC:** Preston Newbill  
**Date:** May 27, 2026  
**Re:** South Basin Design Amendment 1 with Black and Veatch

---

This amendment to the South Basin Phase I contract expands the scope of the City of Bentonville wastewater collection system improvements to include the North Branch sewer upgrades identified as projects SL-25.2 and SL-30.1, along with coordination and design of a new regional lift station.

The amendment includes hydraulic modeling, alternative evaluations, preliminary and final design, permitting coordination, land acquisition support, surveying, geotechnical services, bidding assistance, and preparation of contract documents. The proposed improvements generally consist of approximately 13,788 linear feet of sanitary sewer upsizing and a new 3.8 MGD lift station with provisions for future expansion to 6.8 MGD capacity.

The engineering amendment is structured as a lump sum contract not to exceed **\$3,012,902**. Major task allocations include:

- Project Administration – \$72,906
- Site Investigation and Subconsultants – \$1,098,049
- Wastewater System Modeling – \$23,112
- Alignment Study – \$93,469
- Detailed Design – \$1,645,391
- Bid and Pre-Award Services – \$79,975

The total amount budgeted in the Comprehensive CIP for the engineering work associated with South Basin East, West and Equalization basin (original contract plus this amendment) is approximately \$5.824M. The total fees associated with the B&V scope of services (original contract plus this amendment) is \$5.72M. The total contract amount is slightly under the CIP plan with regards to these planned capital expenditures.

However, even more notable, the B&V amendment includes a new lift station - which eliminates future planned capital expenditures in 2029-2030 in the amount of \$6.608M for the future South Lift Station Improvements as noted in the Comprehensive CIP.

The amendment anticipates approximately 15 months for design and bid phase services for the North Branch improvements, with the lift station adding approximately two additional months to the schedule. Full construction of the North Branch improvements is generally anticipated within 30 months from notice to proceed.



# CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance Department – 1000 SW 14<sup>th</sup> Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT

This amendment (the “Amendment”), dated June 9<sup>th</sup>, 2026 is made by the City of Bentonville, Arkansas (“City”) and Black & Veatch Corporation. (“Professional Consultant”), parties to the Statement of Qualifications with Bentonville Water Utility Department, for Professional Civil Engineering Services for the South Basin Capacity Improvement Phase 1, dated February 12, 2026 (the “Agreement”).

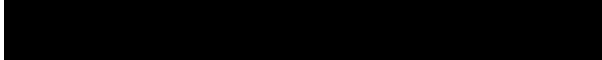
1. In accordance with Article IV (Additional Services), any service outside of the work described herein or included by reference hereto must be pre-approved by the City and executed as an amendment.
2. The Agreement is Amended as follows:
3. The Parties have mutually agreed to increase the total amount of the Agreement by \$3,012,902.00 due to Amendment #1 Design Services associated with South Basin Capacity Improvement Phase 1.
4. The estimated total of payments for the agreement is not to exceed \$5,723,675.00
5. This Amendment shall be effective immediately when fully executed.
6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

**THE CITY OF BENTONVILLE, ARKANSAS**

**BY:** \_\_\_\_\_  
**Stephanie Orman, Mayor**

**DATE:** \_\_\_\_\_

**Company Name:** Black & Veatch Corporation



**Name(printed):** Derek L. Cambridge

**DATE:** 5/27/2026

PART 1 - Attachment A – Scope of Services

1.1 Project Description

A. Project Description

1. The Scope of Services described in this attachment is an amendment for the South Basin, Phase I project. The amendment generally includes:

- a. Perform collection system model analyses for design conditions to optimize proposed diameter for projects SL-25.2 and SL-30.1 and coordinate design for a new lift station.
- b. Develop a technical memorandum detailing the alternatives evaluated and recommendations.
- c. Preliminary design (Basis of Design Report/30% drawings), detailed design (60%, 90%, Bid documents), bidding services, land acquisition services, survey and geotechnical services for the following base assumptions:
  - 1) SL-25.2 upsizing the pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 (11,916 total linear feet).
    - 1,320 linear ft of 8-inch pipe to 18-inch pipe
    - 9,740 linear feet of 12-inch pipe to 18-inch pipe
    - 856 linear feet of 18-inch pipe to 24-inch pipe
  - 2) SL-30.1 upsizing 1,544 linear feet of 18-inch pipe to 24-inch pipe and 328 linear feet of 18-inch pipe to 30-inch pipe as identified in the Sewer Collection Analysis and Peak Flow Management Program – Part II report dated March 13, 2025 (1,872 total linear feet).
  - 3) New 3.8 mgd lift station (space for ultimate buildout of 6.8 mgd capacity).

B. Scope of Services Description

1. The engineering services include a review of work completed to date, conceptual design reports and model evaluations, preliminary design report, detailed design, and bidding services. These services are further defined in specific phases of the work that follow.

C. Start of Services

1. Work under Phase 1 Amendment 1 will start on execution of this Agreement, and work under any other particular phase will not proceed until OWNER has authorized the ENGINEER in writing to proceed.

South Basin, Phase I Amendment No. 1 South Basin Phase II

1.2 Task 100. Project Administration

- A. Provide administration and management of project. Prepare project management documents including budget, schedule, drafting standards manual, and quality assurance and quality control plan. Review ongoing activities. Monitor schedule and budget. Review progress with OWNER monthly. Promptly notify the OWNER in writing of any issues that may affect schedule, budget, or project scope. Invoices shall be submitted via Procure.
- B. Project Meetings
  - 1. ENGINEER to provide agenda at least two (2) business days prior to all meetings. Meeting minutes shall be provided no later than five (5) business days post meetings.
  - 2. Progress Review. Participate in informal virtual meetings with the OWNER to review status, identify issues, progress and exchange ideas and information. Meetings shall include a review of schedule budget status, progress of deliverables, and completed or outstanding action items. One (1) virtual meeting per month is included. Meetings may be combined with other meetings or workshops where appropriate.
  - 3. Conceptual Design Review Workshops listed below in Tasks 300 and 400.
  - 4. Preliminary and Detailed Design Review Workshops listed below and in Tasks 500 and 600.
  - 5. Additional meetings required for the amendment are listed below and discussed in more detail under later tasks. Meetings may be combined with original scope of work as appropriate.

<b>Meeting</b>	<b>Duration</b>	<b>Location</b>	<b>Frequency</b>
Progress Review Meetings (Task 100)	1-hour	Virtual	Monthly*
Modeling Review Meeting (Task 300)	1-hour	Virtual	Once (1)
Roll-Plot alignment Review Meeting (Task 500)	2-hour	OWNER's Facilities	Once (1)
BDR/30% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
Pre-Application Conference (Task 600)	1-hours	OWNER's Facilities	Up to three (3)
60% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)
90% Review Meeting (Task 600)	2-hours	OWNER's Facilities	Once (1)

South Basin, Phase I Amendment No. 1 South Basin Phase II

<b>Meeting</b>	<b>Duration</b>	<b>Location</b>	<b>Frequency</b>
Pre-Bid Conference (Task 700)	1-hour	OWNER's Facilities	Up to two (2)
Bid Opening (Task 700)	1-hour	OWNER's Facilities	Up to two (2)

\*May be combined with other monthly meetings.

C. Potential Scope Adjustment

1. In the event there is consideration to change the scope of the project, the ENGINEER will develop and present a potential scope adjustment to the OWNER. This document will itemize the potential change(s) in scope, detail the anticipated cost impact on both the ENGINEER 's work as well as for the project construction, and indicate any anticipated changes in the initial project schedule. OWNER will provide direction to ENGINEER on the implementation of any potential scope adjustments and both parties will endeavor to negotiate the scope adjustments to the design phase authorization to address any approved potential scope adjustments in accordance with the OWNER's Policies and Procedures.

D. Schedule

1. The north branch (SL-25.2 and 30.1) is generally anticipated to be fully constructed within 30 months from notice to proceed. Duration for the north branch work from notice to proceed through bid phase services as noted within this scope of work is anticipated to be 15 months. The lift station duration from notice to proceed through bid phase services adds an additional 2 months to the original scope of work. The schedule may require adjustment due to items outside of direct control, including property access, unforeseen environmental impacts and land acquisition. See attached detailed schedule for baseline assumptions, review periods, and interdependencies of various tasks.
2. It is hereby acknowledged by all parties that a timely approach is required for this project. As such, opportunities to accelerate the schedule will be explored and discussed during each meeting.

1.3 Task 200. Site Investigation and Subconsultants

A. Evaluate Existing Facilities

1. Review existing reports and other information from OWNER's files.

B. Land Acquisition

1. Land Acquisition Services shall be compliant with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended and will include implementation of the related regulations (49 CFR Part 24).
2. Assist OWNER, through a subcontract, in obtaining permanent and temporary easements for the project in accordance with OWNER's standard practices.

## South Basin, Phase I Amendment No. 1 South Basin Phase II

3. Property research for up to thirty (30) parcels associated with SL-25.2 and four (4) associated with SL-30.1. Deed and record map searches of the project site to identify site boundaries and easements will be provided to surveyor for incorporation into drawings. Property evaluations associated with collection system improvements will be needed and can be added via addendum.
4. Preparation of easement exhibits by a licensed surveyor. Prepare exhibit drawings with temporary easement, permanent easement, and land parcel legal descriptions and dimensions for each easement and land parcel that is to be acquired by the OWNER. Each legal description and exhibit shall include the area in square feet and acres. City of Bentonville shall provide all standard agreements and conveyance documents necessary for use in the acquisition of the property. Appraisals and Appraisal Reviews will be completed and used as the basis of the just compensation. For the purposes of scoping it is assumed that linear easements will have up to ten (10) permanent easements and all others will be temporary construction easements. Land will need to be acquired for the lift station construction. ENGINEER will provide quality control on easement exhibits prior to sending to OWNER for review.
5. Tracking of all needed easements, preparation and attendance at project meetings, initial offers, non-compensation related negotiations with property OWNER's, appraisals as needed, and completing all required documents.
6. Compensation related to negotiations will be by the OWNER and is not included.
7. Negotiation services
  - a. Offer preparation and securing documents (offer letter, summary statement, easement documents, landowner's bill of rights/property rights brochure, accounting forms to process payments, mortgage information forms, obtain permission to discuss with mortgage companies, forms for release/consent to easement)
  - b. Meetings with landowners (offer presentation, negotiations, securing documents).
  - c. Negotiations will include referencing plans or plats, explaining right of way and construction plans, project schedule and other project details. Explaining the details related to the appraisal and appraisal review and how the offer was developed as well as answering other necessary valuation questions.
  - d. All counteroffers will be provided to City of Bentonville for review and consideration, and no settlement or plan changes will be provided or agreed upon with the landowner without express permission by City of Bentonville.
  - e. Coordinate with OWNER for payment to landowners (deliver checks or mail certified checks).
8. Any needed closings or filings of legal documents will be by the OWNER and is not included.
9. Support for properties requiring condemnation may be provided via future amendment, if required.
10. Land acquisition professional will participate in design team meetings with OWNER to allow for coordination for impacts on property acquisition.

## South Basin, Phase I Amendment No. 1 South Basin Phase II

### C. Geotechnical Services.

1. Provide, through a subcontract, geotechnical engineering services based on preliminary drawings and designs including exploratory work, laboratory and field testing, and professional interpretations of exploratory and test data.
2. The services will include:
  - a. Initial geotechnical exploratory work, such as soil borings, penetration tests, soundings, subsurface explorations, laboratory tests of soils and rock samples, and other field and laboratory tests and analyses that are required to provide design information.
    - 1) Laboratory testing will include field soil resistivity testing for assessment of potential for corrosion.
    - 2) For the purposes of budgeting, three (3) bore at 40 feet deep, two (2) bore at 30 feet deep, and three (3) bores at 20 feet deep (or until auger refusal) are anticipated for SL-25.2 and two (2) bores at 20 feet deep (or until auger refusal) are anticipated for SL-30.1.
  - b. An initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data collected from the exploratory work and testing and making assessments of the site conditions that can be anticipated from this initial exploratory work.
    - 1) Transmit one electronic copy (PDF) of the initial geotechnical report.
  - c. After final design has proceeded to the point where it can be accomplished, provide, through a subcontract, a final geotechnical report evaluating the initial geotechnical investigation, field and laboratory test results, and the initial geotechnical report.
    - 1) The final evaluation shall be based on the actual design, including sizes, locations, and loadings of structures; types, and extent of excavations; and shall consider both design parameters and constructability.
    - 2) If, in the opinion of the reviewing professional or ENGINEER, additional geotechnical data are required for the preparation of the final report, these data shall be provided under an amendment to the Agreement and the subcontract.
    - 3) The final report shall indicate the anticipated performance of the subsurface material to be encountered on the project both during and after construction, under the loading conditions, use, and types of excavations anticipated.
    - 4) Transmit one electronic copy (PDF) of the final geotechnical report.

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### D. Surveying Services.

#### 1. Topographic Survey

- 1) Perform, through a subcontract, topographic survey of the project site.
- 2) Establish benchmarks based on USGS datum.
- 3) Structures and buildings will be surveyed for finish floor, top of wall, and bottom of basins or basements where possible. Interior floor and process basin elevations will be determined.
- 4) Interior piping 12" and larger will be surveyed at wall penetrations and key directional changes. Smaller piping, conduits, ductwork, and other similar components will not be surveyed.
- 5) For budgeting purposes, survey is assumed to be 11,913 linear feet, 50 feet wide each side of the centerline of the existing gravity sewer for SL-25.2 and 1,872 linear feet, 50 feet wide each side of the centerline of the existing gravity sewer for SL-30.1.
- 6) Additional areas to be topographical surveyed for possible alternate alignment areas are identified in section 1.6. These additional areas result in an additional 226,000 SF.

2. Subsurface Utility Engineering (SUE). May be provided via future amendment, if required.

### E. Environmental Review.

1. A desktop environmental review of the project corridor will be conducted and included in the Basis of Design Report (BODR) for documentation. The desktop environmental review will incorporate data from authoritative sources to evaluate project impacts on environmental resource areas such as aesthetics, agriculture, biological resources, cultural resources, and water resources (i.e., wetlands and floodplains).
2. ENGINEER does not anticipate finding designated critical habitat for threatened or endangered species. Budget does not include any work associated with design effort for mitigation of potential impacts to listed species, other than construction best management practices and adherence to federal, state, and local regulations regarding avoidance of listed species. During the wetland delineation proposed in E3, a habitat assessment will be conducted to inform the likelihood of presence of threatened or endangered species within the project corridor. Conservation resources review will be evaluated during the aquatic resources site visit and include photographs and associated GPS data points will be taken to document observations. Findings will be delivered in a technical report including providing the .kmz and GIS dataset. Draft report will be reviewed at a regularly scheduled meeting. Report will be updated per comments from the review meeting and a final version provided (pdf). Findings will be summarized in the BODR Appendix for environmental consideration.

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3. ENGINEER anticipates finding areas of potential jurisdictional wetlands, streams, or other surface waters within the project corridor. A standard wetland delineation of the entire project corridor (North and South Branch) is proposed to identify potential jurisdictional wetlands, streams, or other surface waters indicated from the desktop environmental review. ENGINEER does not anticipate coordinating design or permitting for mitigation of potential impacts to jurisdictional features. Amendments to the scope to address permitting or mitigation of potential impacts to jurisdictional features may be developed once the full extent of project impacts are identified.
4. ENGINEER will conduct a site visit to perform an aquatic resources delineation within the proposed alignment for a sewer collection system associated with segments SL-25.1 (approximately 1.53 miles), SL-25.2 (approximately 2.26 miles), and SL-30.1 (approximately 0.35 miles), totaling approximately 4.14 miles. Aquatic resource delineation encompasses waters of the U.S. (WOTUS) and non-WOTUS features, such as isolated ponds and ephemeral streambeds, as mapping the connectivity of all surface water features provides the best method for identifying features subject to the Clean Water Act Section 404 permit program. This visit will include a team of two professionals over three, 10-hour field days. Data will be collected with a sub-meter accuracy GNSS receiver, iPad, use of Esri Field Maps application, and ArcGIS Online (Black & Veatch enterprise account). Findings will be delivered in a technical report including providing the .kmz and GIS dataset. Draft report will be reviewed at a regularly scheduled meeting. Report will be updated per comments from the review meeting and a final version provided (pdf). Findings will be summarized in the BODR Appendix for environmental consideration.
5. ENGINEER will coordinate with regulatory agencies for the following permits. Permit fees not waived by the City will be paid for by ENGINEER. For the purposing of budgeting anticipated amounts are listed below:
  - a. Nationwide Permit #58 (Clean Water Act Section 404) - Utility Line Activities for Water and Other Substances (\$0)
  - b. Arkansas Department of Environmental Quality – Short Term Activity Authorization (STAA) (\$200 each up to 2 crossings)
  - c. City floodplain development permit (\$0)

### 1.4 Task 300. Wastewater System Model

- A. Under this task series the ENGINEER will evaluate the existing wastewater system computer model and develop design scenarios to be used in system evaluation. Tasks to be performed under this task series include the items noted in this section.
- B. Review model to confirm recommended pipe sizes, routes and coordination with the new lift station for sections 25.2 and 30.1. Evaluate the following alternatives:
  1. Up to four (4) model runs to confirm SL-25.2 and SL-30.1 alignment, slope, and diameter. The four (4) model runs will also confirm TDH requirements and support pump selection.

## South Basin, Phase I Amendment No. 1 South Basin Phase II

- C. Conduct a virtual meeting with OWNER to review alternatives. For budgeting purposes, one (1), 1 hr virtual meeting is included.
  - D. Provide updated model with selected alternative to OWNER.
- 1.5 Task 400. Conceptual Alternative Evaluation – no change
- 1.6 Task 500. Alignment Study
- A. Review alignment for SL-25.2 and SL-30.1. Provide a roll-plot review of proposed alignment, recommendations for replacement and potential alternatives for discussion per report. Alignment is anticipated to be replaced in the current location except for the following areas:
    - 1. MH 446-1729 to MH 446-1702: This is an interstate crossing where the upsize in pipe diameter would require a new cased crossing.
    - 2. MH 446-1585: This manhole is in the upstream area of a pond or detention basin.
    - 3. MH 487-1408 to MH 486-4036: The existing line goes through wetlands and forested area.
    - 4. Review available urban planning reports; road, railroad, and utility planning reports; topographic maps; aerial photographs; GPS system information; geologic and geotechnical information; property maps; existing easements/plats; street plan and master trails plan; NWA regional trails plan; and utility maps within the corridor. Planning reports are to be provided by the OWNER.
    - 5. Conduct a surface reconnaissance field trip to review the potential alignment alternatives within the corridor to determine if there are additional alternatives not apparent from the available records.
  - B. Review recommended alignment with and get feedback from OWNER in a roll plot workshop meeting. Route will be evaluated conceptually taking into consideration cost, schedule, property acquisition, etc. The alignment will be delivered electronically (PDF) as a roll plot drawing. For budgeting purposes, one (1), 2 hr in-person meeting held at the OWNER's office is included.
    - 1. The following outcomes of the roll plot workshop are anticipated:
      - a. Determine final alignment route that is compatible with hydraulic model and budgetary constraints.
      - b. Identification of needed permanent and temporary easements for the new Sanitary sewer improvements.
      - c. Identification of connection of the existing sewer collection system with the new sewer Sanitary Sewer.
  - C. Evaluate recommended alignment using the wastewater system model.

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- D. Should the route be significantly altered from the current alignment or after the alignment study is completed, Supplemental Services may be required to provide additional field investigations of the changed alignment

1.7 Task 600. Detailed Design.

- A. Prepare up to two (2) additional sets of contract documents (basis of design report/30%, 60%, 90% and bid documents) (one each for SL-25.2 and 30.1). Lift station design is assumed to be added to the original contract documents set identified in the base scope of services. There would be three (3) total bid sets for the project one from the base scope of services and 2 added via this addendum. The construction contract documents shall be prepared for selection of private construction contractors on a competitive bid basis.
- B. As part of the Basic Design Services, the ENGINEER shall produce interim documents for the purpose of review by OWNER's staff and ENGINEER's quality control. The interim documents shall serve as milestones wherein certain features shall be fixed after a period of OWNER review. The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and Project cost and schedule. Fixed features will be clearly communicated to staff at each milestone. Changes made after fixing features will be considered Supplemental Services. Anticipated deliverables include basis of design report/30% drawings, 60% documents, 90% documents and bid documents for construction purposes
- C. As part of the Design Services, ENGINEER shall develop Opinions of Probable Construction Cost (OPCC). All OPCC developed will follow the recommendations of the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R and accepted industry guidelines with regard to methodology and accuracy. Since ENGINEER has no control over the cost of labor, material, or equipment furnished by others not under contract to ENGINEER, ENGINEER's opinion of probable cost for construction of the work will be made on the basis of experience and qualifications as an Engineer. ENGINEER does not guarantee or warranty that proposals, bids, or actual project costs will not vary from ENGINEER's opinions of probable cost. OPCCs will be provided at the following milestones: basis of design report/30%, 60%, 90% and bid documents.
- D. Drawings will be prepared based on ENGINEER's drafting standards on 22" x 34" size sheets. The OWNER's applicable standard details available and current at the time of the work will be utilized. Where applicable OWNER standard details are not available, ENGINEER's standard details will be utilized. The technical specifications will be based on ENGINEER's standards and customized for the project.
- E. Furnished Front-End Documents.
  - 1. Standard Front-End Documents compatible with EJCDC will be provided based on ENGINEER's standard documents. Documents include Invitation to Bid, Instructions to Bidders, General Conditions, Supplemental Conditions, Agreement, and other documents and forms that may be required. Incorporate OWNER specific revisions as needed.

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### F. Permitting

1. Meet with OWNER's personnel and representatives of utilities, government agencies, highway departments, railroad companies, and schools to obtain requirements for public protection to be included in contract documents. See section 1.3E for environmental permitting.
2. Attend up to three (3), 1 hr in-person meeting held at the OWNER's office for coordination with development services review for the pre-application conference. One meeting is anticipated per contract document set.

### G. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments for each interim milestone submittal. Review for linear segments 25.2 and 30.1 are anticipated to be completed on the same schedule and reviews to for milestones to be conducted at the same meetings. Meetings may be combined with original scope of work milestone meetings as appropriate.

### H. Detailed Design – Preliminary Design Report/Basis of Design

1. A basis of design report (BDR) will be prepared documenting the following:
  - a. Process Design Criteria
  - b. Alternatives Analysis Summary
  - c. Discipline Design Criteria
  - d. Project Implementation Plan
  - e. Permitting Requirements
  - f. Opinion of Probable Construction Cost (Class 3 Estimate)
  - g. Preliminary Drawings and Specification List
  - h. 30% preliminary drawings will be included as an appendix to the BDR.
2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
4. Revise documents as necessary to reflect decisions taken at this level.

### I. Detailed Design – Construction Contract Documents Level 2 (60%)

1. Detailed design is to commence only after OWNER has accepted design criteria and the Basis of Design Report. Construction contract documents Level 2 progress review meeting deliverables are as follows:
  - a. Draft front-end documents
  - b. Vertical control sketches
  - c. Secondary systems P&ID drawings
  - d. Equipment control descriptions
  - e. Site plan
  - f. Grading plan
  - g. General site arrangements and yard piping drawings

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- h. Plan and profile sheets
  - i. Sections and details showing major process and sub process equipment
  - j. Structural framing plans and sections
  - k. Instrumentation input and output lists
  - l. Instrumentation device schedules
  - m. Power and lighting plans
  - n. Electrical fixture schedules
  - o. Commodity specifications
  - p. Geotechnical investigation report
  - q. Major facility plans and sections showing equipment and piping
  - r. Preliminary structural design
  - s. Process equipment specifications and data sheets
  - t. Valve or Gate list
  - u. Constructability review
  - v. Internal quality control review and refinement before submittal to OWNER
  - w. Update quality assurance and quality control plan and log
  - x. Project schedule update
  - y. Project trend register update
  - z. Opinion of probable construction cost update (Class 2 Estimate)
- 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
  - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
  - 4. Revise documents as necessary to reflect decisions taken at this level.
- J. Detailed Design - Construction Documents Level 3 (90%)
- 1. Level 3 design shall commence only after OWNER has accepted Level 2 deliverables. Level 3 progress review meeting deliverables are as follows:
    - a. Final review set of drawings
    - b. Final review set of specifications and construction contract documents
    - c. Constructability review
    - d. Internal quality control review and refinement before delivery to OWNER
    - e. Quality assurance and quality control plan and log update
    - f. Project schedule update
    - g. Project trend register update
    - h. Opinion of probable construction cost update (Class 1 Estimate)
  - 2. Provide one electronic copy (PDF) of drawings and specifications to OWNER for distribution and review.
  - 3. Attend one (1), 2 hr in-person meeting held at the OWNER's office to receive and discuss OWNER's review comments.
  - 4. Refine documents according to mutual agreement.
- K. Regulatory Agency Submittal

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1. Assist OWNER with filling forms required for submittal to regulatory agencies. OWNER will sign forms. ENGINEER will provide payment of any regulatory review fees. For the purpose of budgeting, this is assumed to be \$500 for each ADH submittal (3 total submissions).
  2. Nominal comments from the regulatory agencies will be addressed via response letter and may include a few updated drawings sheets, effort for which is included. Should the regulatory agencies require multiple rounds of submittals or extensive changes to the documents, this would be considered Supplemental Services.
  3. For budgeting purposes, up to two (2) additional regulatory agency submittals and coordination to address any responses are included. This includes the Arkansas Department of Health, Arkansas DEQ and City of Bentonville development review.
- L. Detailed Design – Construction Contract Documents Level 4 (100%)
1. Revise up to two (2) additional sets of contract documents with final OWNER and regulatory agency comments. Update the 90% Opinion of probable construction cost as needed. This is the Bid Set.
- 1.8 Task 700. Bid and Pre-Award Services.
- A. Assist and advise OWNER on up to two (2) additional contracts for construction, materials, equipment, and services for bidding services as identified in the base scope of services.
1. Distribution. Support OWNER’s procedures for distribution of construction contract documents by providing these services that are included:
    - a. OWNER will handle all aspects of bidding website including document distribution and advertising the bid.
    - b. ENGINEER to serve as the point of contact during the bid process (answering questions) and provide OWNER additional documents as required such as geotechnical report, IFB form, and addenda to be uploaded to the bid website.
- B. Pre-Bid Conference
1. Conduct, at a date and time selected and a place provided by OWNER, a pre-bid conference (one per set of contract documents; two total) to:
    - a. Confirm the types of information required by the contract documents and the format in which bids should be presented.
    - b. Review special project requirements and contract documents in general.
    - c. Receive requests for interpretations that will be issued to plan holders.
    - d. Prepare minutes of conference and issue to plan holders.
- C. Interpretation of Bidding Documents
1. Review and provide responses to questions from potential bidders (RFI’s). Prepare and issue addenda to the construction contract documents when required. For the

## South Basin, Phase I Amendment No. 1 South Basin Phase II

purposes of this scope and fee estimate, it is assumed there will be no more than 2 addenda per bid set. OWNER to post all addenda to bid website.

### D. Bid Opening

1. For the purposes of this scope and fee estimate, it is assumed one person will attend the bid opening (one bid opening per bid set).
2. Conduct bid opening. OWNER to host bid opening at their facilities. ENGINEER will also conduct bid opening for the west branch (SL 25.1) identified in the original agreement.
3. Make tabulation of bids, check qualifications and references, and review questionnaires and bids for completeness.

### E. As Bid Construction Contract Documents

1. Refine construction contract documents according to addenda and Contractor's bid forms. This includes editing of the Project Manual as well as making changes to the Construction Documents.
2. Provide the As-Bid Contract Documents to the OWNER in electronic format. OWNER will distribute electronic and hard copy Contract Documents to the Contractor.

1.9 Task 800. Construction Phase Services. To be provided via future amendment.

1.10 Task 900. Resident Services During Construction. To be provided via future amendment.

1.11 Task 1000. OWNER Responsibilities

- A. OWNER will furnish, as required by the work and at no cost to the ENGINEER, the following items:
- B. All maps, drawings, reports, records, audits, annual reports, and other data that are available in the files of the OWNER and which may be useful in the work involved under this contract.
  1. Existing site survey drawings and electronic files previously performed within the site survey areas.
  2. Electronic files exported in AutoCAD Civil 3D “.DWG” file format.
  3. If available, electronic files shall include Civil 3D point objects, point groups, surfaces, and/or alignments in addition to the planimetric features.
  4. Existing GIS system information for the collection system.
  5. Existing collection system hydraulic model.

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- C. Access to public and private property when required in performance of the ENGINEER's services.
  - D. Manage the performance of other consultants under direct contract to OWNER necessary for the Project. (Coordination and sharing of information with other consultants for the purpose of related project issues is included in this scope of services and compensation.)
- 1.12 Task 1100 - Supplemental Services (not included in scope of work)
- A. Certain assumptions have been made in preparing this Scope of Services. To the extent possible, they are stated herein and are reflected in the budget for services. If the work tasks or level of effort required are different from the assumptions presented, or if the OWNER desires additional services (Supplemental Services), the resultant change may serve as a basis for modifying the Agreement as agreed upon by both the OWNER and Consultant.
  - B. Supplemental services are not in the scope of work for this contract. These services will be performed at OWNER's written request with compensation adjustments. Supplemental services that require written authorization and approval for additional services performed to include, but are not limited to, the following items:
    - C. General
      - 1. Assistance in financially related transactions for the project.
      - 2. Safety Assessments.
      - 3. Security Assessments.
      - 4. Value Engineering reviews and services.
      - 5. Revision of designs, drawings, and specifications to incorporate changes arising from Value Engineering review.
      - 6. Renderings or photo realistic drawings.
      - 7. Establishing a project communications site.
      - 8. Prequalification of contractors or vendors.
      - 9. Additional meetings with local, State, or Federal agencies to discuss the project.
      - 10. Additional appearances at public hearings or before special boards.
      - 11. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
      - 12. Special consultants or independent professional associates requested or authorized by OWNER.
      - 13. Assistance with bid protests and rebidding.

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14. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with bid protests, change orders, or construction incidents.
  15. Additions to an engineering report or other document to update or revise original recommendations.
  16. Preparing measured drawings.
- D. Changes in the general scope, extent, or character of the project, including, but not limited to:
1. Changes in size or complexity.
  2. OWNER's schedule, design, or character of construction.
  3. Method of financing.
  4. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond ENGINEER's control.
  5. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are due to unexpected events outside the ENGINEER 's control such as force majeure or extreme weather events.
- E. Additional Rights of way, property acquisition, and land surveys:
1. Land and property surveys above quantity identified above.
  2. Aerial photography.
  3. Services to meet and negotiate with the property OWNERS above previously identified quantities.
  4. Engineering assistance to OWNER in condemnation proceedings.
  5. Surveying to re-establish streets to preconstruction grade, referencing and re-establishing land surveying monuments, and marking the easement or right-of-way limits.
- F. Additional Geotechnical Services:
1. Additional geotechnical engineering services including exploratory work, laboratory and field testing, and professional guidance on tests to be made and an initial geotechnical report by a qualified geologist or geotechnical firm interpreting the data on the exploratory work and testing beyond quantities identified above.
- G. Additional Environmental Assessment:

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1. Environmental assessment reports and/or environmental impact statements.
  2. Cultural resources and/or archaeological study and reports.
  3. Archaeological consultations regarding artifacts that may be uncovered during construction.
  4. Additional work associated with design effort for mitigation of potential impacts to listed species if designated critical habitat for threatened or endangered species are identified.
- H. Testing:
1. Laboratory and field testing and any reports or studies on materials and equipment requested by OWNER.
  2. Observing factory tests and/or field retesting of equipment that fails to pass the initial test as initiated by Owner or required by Construction Phase Services.
- I. Hazardous Environmental Conditions:
1. Remedial investigation/feasibility study or Phase I environmental site assessment to determine the quantity and location of contamination.
  2. Conduct asbestos or lead based paint abatement or other hazardous material abatement on existing facilities.
- J. Conducting pilot plant studies and tests.
- K. Support services for additional work in connection with public information activity.
- L. Additional Pre-Award Services:
1. If the apparent successful bidder is not well qualified or if substantive changes to the design are proposed by the Bidder or the Contractor after award, substantial and unpredictable levels of effort by ENGINEER might be required to resolve issues. These services are to be provided as supplemental services according to OWNER's request.
  2. Apparent Successful Bidder's Requests for Review. Review data regarding materials and equipment submitted by the apparent successful bidder to determine acceptability when the review is required by the bidding documents subsequent to bid opening and prior to award of contract.
  3. Evaluate Change Requests by Contractor. Review, evaluate, and submit comments to OWNER concerning equipment performance data submitted by the Contractor. These services may include review of building design changes required to accommodate the proposed equipment; installation requirements and related engineering, training, and operating costs; the experience and performance record of the manufacturer; availability of service personnel; and operating and maintenance costs.

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4. Analyze special assessment district bond bids and advise OWNER of findings.
  5. Contractor pre-qualification or alternative delivery approaches.
- M. Services During Construction.
- N. Assisting OWNER in complying with the requirements of 40 CFR Part 35, Paragraphs 35.2218(c) through 35.2218(e) as published in the Federal Register, Vol. 49, No. 34 - Friday, February 17, 1984.

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PART 2 - Attachment B - Compensation

2.1 General

A. Payments

1. Monthly payments shall be made to the ENGINEER by the OWNER based on the ENGINEER's invoice. The invoice shall indicate amount due according to progress of the work and level of effort as reported by ENGINEER.
2. Work performed under this Scope of Services shall be compensated on a lump sum basis with progress payments payable in proportion to the percentage of work completed. The total billed amount may not exceed the total Lump Sum amount unless approved in writing by the OWNER.

2.2 Lump Sum Payment

A. For the services described in Attachment A, Scope of Services, OWNER agrees to pay ENGINEER as follows:

1. The maximum amount billed for this service shall not exceed Three Million Twelve Thousand Nine Hundred and Two dollars (\$3,012,902) without further authorization.
2. For project tracking purposes, major task items as identified in Attachment A shall be used as shown below:

Task Number	Description	Hours	Subtotal
100	Project Administration	330	\$72,906.00
200	Site Investigation and Subconsultants	650	\$1,098,049.00
300	Wastewater System Model	559	\$23,112.00
400	Conceptual Alternative Evaluation	599	\$0.00
500	Alignment Study	740	\$93,469.00
600	Detailed Design	5,788	\$1,645,391.00
700	Bid and Pre-Award Services	278	\$79,975.00
Total		8,944	\$3,012,902.00

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The table above shall be used for project progress reports, invoicing, and project management purposes. Where required, further breakdown by each subtask shall also be included.







**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT #1 WITH BLACK & VEATCH CORPORATION, FOR ADDITIONAL DESIGN SERVICES, IN THE AMOUNT OF THREE MILLION TWELVE THOUSAND NINE HUNDRED TWO DOLLARS (\$3,012,902.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, staff requests to enter into Amendment #1 with Black & Veatch Corporation for additional services for the South Lift Station Phase I project;

**WHEREAS**, this amendment will expand the original scope to include the design of thirteen thousand seven hundred eighty-eight feet (13,788) of gravity sewer on the North Branch of South Basin and a new regional lift station; and

**WHEREAS**, this is funded by the ALWF loan and no budget adjustment 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 Amendment #1 with Black & Veatch Corporation, for additional services for the South Lift Station Phase I project, in the amount of three million twelve thousand nine hundred two dollars (\$3,012,902.00);

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**

<b>Council Meeting Date:</b>		<b>Submitted By:</b>	
<b>Phone:</b>		<b>For Department(s):</b>	
<b>Email:</b>			

**Item Type (Check all that apply)**

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

**Title, Recommendation & Justification**

<b>Title:</b>	
<b>Action Recommendation &amp; Justification:</b>	
<b>Additional Comments for Consideration (Optional):</b>	

<b>Amount for Approval:</b>	\$
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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):*

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## PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **Package No. 1 - East Central/East Battlefield Roundabout and East Battlefield Corridor from East Central/East Battlefield Roundabout to Paradise Way** ("PROJECT")  
**Package No. 2 - East Battlefield Corridor from Paradise Way to Prairie Lane**  
**Package No. 3 - Water Tower Corridor from South of East Battlefield and Water Tower Roundabout to North of Water Tower and 8<sup>th</sup> Street Roundabout**  
**Package No. 4 – Adjacent Areas**

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and Walter P Moore & Associates, Inc., hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this \_\_\_\_\_ (Month, Day, and Year) ("EFFECTIVE DATE").

### RECITALS:

- A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Services; and
- D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

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

**ARTICLE I - PROJECT DESCRIPTION**

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

**ARTICLE II - SCOPE OF SERVICE**

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

**ARTICLE III - STANDARD OF CARE**

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

**ARTICLE IV - ADDITIONAL SERVICES**

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

**ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT**

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.
- C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.
- D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.
- E. CITY reserves the right to delay, without penalty, as a setoff any partial payment when ENGINEER has not complied with the Project schedule. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.
- F. In the event that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected.

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

#### ARTICLE VI - INSURANCE

- A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:
1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
  2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
  3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
  4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.
- B. All insurance and certificate(s) of insurance shall contain the following provisions:
1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
  2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
  3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.
- C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.
- D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.
- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

**ARTICLE VII - RIGHT OF ACCESS**

- A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

**ARTICLE VIII - RECORDS AND RETENTION**

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees and delivered to CITY in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY, but only for purposes of the PROJECT and any duties CITY has by law. ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS for purposes of the PROJECT, and, as needed, according to Arkansas State Law.
- C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERS.
- F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER'S FEES.

**ARTICLE IX - SAFETY**

- A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.
- C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions caused by ENGINEER's performance of this AGREEMENT.

**ARTICLE X - TERMINATION**

- A. CITY may suspend or terminate this AGREEMENT for cause, in the event of ENGINEER's material breach of contract, or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services properly performed by ENGINEER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

**ARTICLE XI - INDEMNIFICATION**

- A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence.
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

**ARTICLE XII - CONTINGENCY CLAUSE**

- A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.
- B. The Contingency shall in no manner substitute for an official AMENDMENT.

**ARTICLE XIII - RELATIONSHIP OF THE PARTIES**

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

**ARTICLE XIV - DISPUTE RESOLUTION**

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

**ARTICLE XV - OPINIONS OF PROBABLE COST**

- A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.
- B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

**ARTICLE XVI - APPLICABLE LAWS**

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

**ARTICLE XVII - PRECEDENCE**

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

**ARTICLE XVIII - SEVERABILITY**

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

**ARTICLE XIX - SURVIVAL OF OBLIGATIONS**

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

**ARTICLE XX – ENTIRE AGREEMENT**

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

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, shall not exceed:

Four Million Three Hundred Fifty-Six Thousand One Hundred Twenty Dollars and No/100  
\$4,356,120.00, unless otherwise approved by the CITY through an official AMENDMENT  
agreed and executed by CITY and ENGINEER.

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

<u>CITY OF BENTONVILLE</u>	<u>ENGINEER</u>
CITY	ENGINEER
<u>BY</u>	<u>BY</u>
BY	BY
<u>MAYOR</u>	<u>TITLE</u>
TITLE	TITLE
<u>DATE SIGNED</u>	<u>DATE SIGNED</u>
DATE SIGNED	DATE SIGNED

APPENDIX A  
PROJECT DESCRIPTION

**BASIC PROJECT INFORMATION:**

**BASIC PROJECT INFORMATION:**

**Project Name:** East and Adjacent Areas Roadway Improvements

**Project Location:** City of Bentonville, Benton County, Arkansas

**Owner:** City of Bentonville, Arkansas

**Engineer:** Walter P Moore and Associates, Inc.

**Project Overview:**

The project consists of providing professional engineering services for the planning, traffic analysis, surveying, geotechnical coordination, roadway design, drainage design, utility coordination, right-of-way and easement exhibits, public outreach support, permitting, bidding assistance, and construction phase services for roadway and transportation improvements along East Battlefield Boulevard, East Central Avenue, SE Moberly Lane, Water Tower Road, and selected adjacent connections in Bentonville, Arkansas.

The work is organized into four packages as described below.

---

**Package 1 – East Central Avenue, SE Moberly Lane, and East Battlefield Boulevard Roundabout to Paradise Way**

**Project Description**

It is our understanding that the project consists of providing professional engineering services for improvements beginning at the East Central Avenue/SE Moberly Lane/East Battlefield Boulevard roundabout and extending east along East Battlefield Boulevard to Paradise Way and a drive connection from 2520 East Battlefield Blvd to SE Moberly Ln.

The project is anticipated to include evaluation, planning, and design of roundabout and roadway, drainage, utility, and traffic improvements intended to improve safety, traffic operations, and neighborhood connectivity. Services include roadway widening, intersection modifications, storm drainage improvements, utility coordination, traffic analysis, right-of-way and easement exhibits, permitting, public outreach, bidding assistance, and construction phase services.

**Basic Project Information**

- **Approximate Limits:** East Central/SE Moberly Ln/East Battlefield Roundabout to Paradise Way
- **Approximate Length:**
  - Roundabout – 300' Diameter
  - East Central Leg (east) – 1,000'
  - East Central Leg (west) – 775'
  - East Battlefield to Paradise Way – 650'
  - SE Moberly Lane – 500'
- **Primary Improvements:** Roadway reconstruction/widening, roundabout design, drainage improvements, utility coordination

- **Design Level:** Final design
- **Public Outreach Support:** Attendance of 2 meetings to support the City as the Engineer of Record
- **Right-of-Way Support:** Provide exhibit(s) showing required right of way needed to support acquisition by the City

**Package 2 – Paradise Way to Prairie Lane**

**Project Description**

It is our understanding that the project consists of providing professional engineering services for improvements along E Battlefield Boulevard from Paradise Way to Prairie Lane.

The project is anticipated to include roadway, drainage, utility, and traffic improvements necessary to improve capacity and operations along this corridor segment. Services include surveying, traffic analysis, roadway design, storm drainage improvements, utility coordination, right-of-way and easement exhibits, permitting, bidding assistance, and construction phase services.

**Basic Project Information**

- **Approximate Limits:** Paradise Way to Prairie Lane
- **Approximate Length:** approximately 1,500'
- **Primary Improvements:** Roadway widening and associated infrastructure improvements
- **Design Level:** Final design
- **Public Outreach Support:** Attendance of 2 meetings to support the City as the Engineer of Record
- **Right-of-Way Support:** Provide exhibit(s) showing required right of way needed to support acquisition by the City

**Package 3 – Water Tower Road Segment**

**Project Description**

It is our understanding that the project consists of providing professional engineering services for improvements along Water Tower Road from the East Battlefield Boulevard/Water Tower Road roundabout to the Water Tower Road/SE 8th Street roundabout.

The project is anticipated to include roadway, drainage, utility, and traffic improvements to address operational and safety needs. Services may include surveying, geotechnical investigations, traffic analysis, roadway design, storm drainage improvements, utility coordination, right-of-way and easement exhibits, permitting, bidding assistance, and construction phase services.

**Basic Project Information**

- **Approximate Limits:** East Battlefield Boulevard/Water Tower Road Roundabout to Water Tower Road/SE 8th Street Roundabout
- **Approximate Length:** Approximately 2,000 linear feet
- **Primary Improvements:** Roadway widening/reconstruction, drainage improvements, utility coordination, traffic improvements

- **Design Level:** Final design
  - **Survey:** Included
  - **Geotechnical:** Included
- 

#### **Package 4 – Conceptual Improvements for Adjacent Areas**

##### **Project Description**

It is our understanding that the project consists of providing conceptual planning and design services for selected adjacent roadway connections intended to improve local circulation and relieve congestion in the surrounding neighborhoods.

Conceptual improvements are anticipated to include:

1. SE 5th Street realignment.
2. Parkcrest Drive connection to SE 5th Street.
3. Connection from SE 8th Street to SE 7th Street.

Services are anticipated to include conceptual layouts only.

##### **Basic Project Information**

- **Project Type:** Conceptual planning and design only
- **Deliverables:** Concept exhibits
- **Traffic Analysis:** not included
- **Survey/LiDAR:** Concept-level support only
- **Final Design:** Not included

**APPENDIX B  
SCOPE OF SERVICES**

**SERVICES BY THE CITY**

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

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

**SERVICES BY THE ENGINEER**

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:  
Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

**Schedule SCI**

**SCOPE OF BASIC CIVIL ENGINEERING SERVICES**

East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor

**BASIC SERVICES:**

**Prime Consultant**

Walter P Moore will serve as the Prime Consultant for the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor, with responsibility for overall project management, technical integration, and coordination of all disciplines required to deliver the project. As Prime Consultant, Walter P Moore shall manage, coordinate, and integrate the work of its subconsultants to support a cohesive, constructible, and permit-ready design.

**Subconsultant Management and Coordination**

- A. Walter P Moore shall retain and manage the following subconsultants under its contract:
  - a. Surveying Consultant
  - b. Geotechnical Consultant
  - c. Environmental Consultant
  
- B. Walter P Moore will:
  - a. Help define scopes of work for each subconsultant consistent with the overall project objectives.
  - b. Coordinate schedules, deliverables, and technical interfaces between subconsultants and the broader design team.
  - c. Integrate subconsultant deliverables into the civil design, construction documents, and permitting packages.
  - d. Facilitate coordination meetings between subconsultants, the City of Bentonville, utilities, and other stakeholders as required.
  
- C. Walter P Moore will coordinate survey limits, scope, and priorities with the Surveying Consultant to support roadway, roundabout, and utility design, including right-of-way, easement exhibits, and construction staking as required. Survey information shall be reviewed for general consistency and integrated into the design documents.
  
- D. Walter P Moore will coordinate the Environmental Consultant's work to support environmental due diligence, permitting, and regulatory compliance associated with the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor
  
- E. Walter P Moore shall coordinate with City of Bentonville BEUD the Electrical work related to:
  - a. Electrical utility relocations and corridor improvements
  - b. Integration of BEUD's 10 MW electrical infrastructure into the roadway and roundabout design
  - c. Street lighting design and photometrics
  - d. Coordination with communications providers and utility owners
  - e. Electrical design deliverables shall be by BEUD.
  
- F. Walter P Moore as required by the City of Bentonville shall serve as the single point of contact for the Design Team, Stakeholders, and the City of Bentonville for all consultant services provided under this contract, including subconsultant coordination, communications, and deliverables.
  
- G. Walter P Moore shall rely on subconsultant work products for technical accuracy within their respective disciplines and shall integrate such work into the overall project deliverables. Walter P Moore's responsibility shall be limited to coordination, integration, and overall design management and shall not extend to independent verification of subconsultant technical calculations or professional judgments beyond normal coordination and quality control practices.

**Planning and Administration**

- A. Walter P Moore will review available record drawings and surveys to determine what additional information is required.
- B. Walter P Moore will assist City of Bentonville in development of a site plan to be used as the basis of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- C. Walter P Moore will visit the site to observe the site conditions to attempt to detect development issues affecting the site.
- D. Walter P Moore will work with City of Bentonville, and their legal teams to identify land and Right-of-Way acquisitions to support the redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- E. Walter P Moore will meet with the City of Bentonville to discuss development procedures and requirements pertaining to the intended redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- F. Walter P Moore will contact and coordinate with the local franchise utility providers to investigate utility relocation, availability, and service requirements.
- G. Walter P Moore will review local flood plain maps of record to review the flood plain status of the site.
- H. Walter P Moore will meet with the City of Bentonville to investigate the drainage requirements affecting the redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- I. Walter P Moore will coordinate with the Geotechnical Consultant to facilitate additional borings, obtain an updated geotechnical report, and gather existing soil mapping and investigation data.
- J. Walter P Moore will coordinate with the City of Bentonville to provide the Surveyor with updated survey limits to encompass all acquired property required for the extension of the redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- K. Walter P Moore will work with City of Bentonville to review previous permits, agreements, covenants, restrictions in the area of the proposed street improvements and identify anticipated impact on the proposed improvements.
- L. Walter P Moore will work with City of Bentonville and required attorneys for strategies and processes for the redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- M. Walter P Moore will attend regularly scheduled design coordination meetings with the City of Bentonville. A total of 15 meetings is included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
- N. Walter P Moore will attend milestone design reviews with the City of Bentonville.
- O. Meeting Breakdown
  - a. City of Bentonville Meetings and Presentations
  - b. Conceptual Meeting
  - c. Design Meetings
  - d. Pre-Application Conference
  - e. Planning Commission Meetings
  - f. Franchise Agency Meetings
  - g. Other Meetings as required

**Public Infrastructure Design and Construction Document Preparation**

- A. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.
- B. Walter P Moore will prepare construction plans for the redevelopment of the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- C. Walter P Moore will prepare construction plans for the East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor.
- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will provide construction drawings to the City of Bentonville for review at 30%, 60%, 90%, and 100% completion. Plans will generally consist of the following:
  - a. Cover Sheet
  - b. Sheet Index
  - c. General Notes and Legend
  - d. Demolition Plans
  - e. Alignment Detail and General Layout Sheets
  - f. Typical Sections
  - g. Construction Details
  - h. Storm Water Pollution Prevention and Erosion Control Details, Notes, and Plans
  - i. Roadway Paving Plans and Profiles
  - j. Intersection Layout, Grading, and Striping Plans
  - k. Intersection Mitigation Plan and Profiles
  - l. Roadway Grading Plan
  - m. Storm Drainage Plan and Profiles
  - n. Water Distribution System Plan and Profiles
  - o. Wastewater Collection System Plans and Profiles
  - p. Utility Cross Sections
  - q. Drainage Area Map and Calculations
  - r. Survey and Survey Control Sheets
  - s. Project Layout
  - t. Street and Roundabout Paving Plan and Profiles (including known access drives)
  - u. Typical Road Sections
  - v. Street Vertical Curve Sections
  - w. Street Lighting Plans
  - x. Street Signage and Striping Plans
  - y. Construction Phasing Plan (if required)
  - z. Maintenance of Traffic (MOT) Plans
  - aa. Franchise Utility Distribution System Plan and Profiles (if required)
  - bb. Retaining Walls and Special Structures (if applicable)
  - cc. Quantities and Estimate Summary
- F. Walter P Moore will prepare dimension control and alignment detail sheets showing the basic paving geometry and locating other improvements included in Walter P Moore's scope of services.
- G. Walter P Moore will prepare demolition plans describing existing elements to be removed, abandoned, or otherwise relocated in conjunction with the proposed street improvements.
- H. Walter P Moore will prepare Maintenance of Traffic plans for construction operations related to the proposed street improvements. These plans will include a layout of construction barriers and signage along lane closures, and around proposed driveways and utility replacements. Signage will conform to the city of

Bentonville and/or Arkansas State Highway and Transportation Department Manual on Uniform Traffic Control Devices, latest edition, as amended.

- I. Walter P Moore will prepare plans for the proposed streets, driveways, bike lanes and sidewalks associated to East Central/SW Moberly Ln/East Battlefield Roundabout and the East Battlefield to Paradise Way Corridor. Pavement design and specifications for streets, driveway connections and sidewalks will conform to City of Bentonville's standards. Plans will include traffic signage.
- J. Walter P Moore will prepare a roadway grading plan showing the gradient transition between the outside perimeter of the roadway section (i.e., the edge of sidewalk or hike/bike trail) and perimeter existing ground elevation.
- K. Walter P Moore will prepare storm drainage plans (and profiles as necessary) required.
- L. Walter P Moore will prepare water distribution system plans (and profiles as necessary) as required.
- M. Walter P Moore will prepare wastewater plans (and profiles as necessary) as required.
- N. Walter P Moore will coordinate franchise utility plans (and profiles as necessary) as required.
- O. Walter P Moore will prepare construction details related to street, roundabout, and improvements.
- P. Walter P Moore will address the City of Bentonville comments as required.
- Q. Walter P Moore will provide the plans to the franchise utility companies for coordination and relocation of their facilities by others.
- R. Walter P Moore will address Arkansas Department of Health (ADH) and Arkansas Department of Environmental Quality (ADEQ) comments as required.
- S. Walter P Moore will submit plans to all required Authorities Having Jurisdiction (AHJ) for review and approval for construction permits.
- T. Walter P Moore will provide an electronic copy of the approved plans to the City of Bentonville's records and Contractor's use as needed.

**Roundabout Geometric/Operational Analysis**

- A. Walter P Moore will review the study area to determine existing conditions, identifying roadway geometry of the surrounding streets, traffic controls at intersections, and locations of transit stops as well as other traffic elements requiring special consideration as determined by Walter P Moore.
- B. Walter P Moore will perform an operational analysis of the proposed roundabout in the AM and PM peak periods, using existing traffic data and traffic projections from other studies in order to inform the geometric design. The operational analysis will be performed using RODEL.

**Traffic Control Plans**

- A. Walter P Moore will prepare traffic control plans (TCPs) (up to 14 sheets) for maintenance of vehicular, bicycle, and pedestrian traffic during construction activities at the following locations:
  - a. E. Battlefield Blvd at Central Ave/Moberly Ln Proposed Roundabout
  - b. E. Battlefield Blvd. between E. Central Avenue and Paradise Way
- B. Walter P Moore will review the study area to determine existing conditions, identifying roadway geometry of the surrounding streets, traffic controls at intersections, and locations of transit stops as well as other traffic elements requiring special consideration as determined by Walter P Moore.

- C. Walter P Moore will produce traffic control plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's requirements.
- D. Walter P Moore will prepare TCPs in necessary phases to handle vehicular, bicycle, and pedestrian traffic flow.
- E. Walter P Moore will provide the drawings to the City of Bentonville for review at completion.
- F. Walter P Moore will address the City of Bentonville comments.
- G. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.

**Signing and Pavement Markings Design**

- A. Walter P Moore will perform the following scope tasks for each section of site development or roadways, to be referred to as the 'study area' throughout this scope.
  - a. E. Battlefield Blvd at Central Ave/Moberly Ln Proposed Roundabout
  - b. E. Battlefield Blvd. between E. Central Avenue and Paradise Way
- B. Walter P Moore will review roadway geometry and traffic control in the study area as it specifically affects installation of safe and properly designed signing and pavement markings.
- C. Walter P Moore will prepare design plans with recommended signing and pavement markings for installation in the study area. Up to 6 signing and pavement marking sheets will be developed as part of this scope and fee. These plans will be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's standards and requirements. Any recommendations for changing roadway geometry or traffic control will be coordinated with the governing agency.
- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will submit to the City of Bentonville for progress review and approval.
- F. Walter P Moore will work with the City of Bentonville to address comments and obtain progress drawing approvals.
- G. Walter P Moore will attend regular meetings with the City of Bentonville to review progress and address development parameters that impact the package design and development.

**Storm Water Detention System**

- A. Walter P Moore will prepare storm water detention system plans and sections. Calculations will conform to City of Bentonville standards, and plans will indicate tributary areas, volume requirements and capacity, and location and elevation of proposed discharge points.
- B. Walter P Moore will prepare site construction details related to storm water detention systems.
- C. Walter P Moore will coordinate the design of the storm water detention system the City of Bentonville staff, and franchised utility companies.

**Bidding and Negotiation Phase Services**

- A. Walter P Moore will lead and administer the bidding and procurement process for the Project on behalf of the City of Bentonville and will serve as the City's primary point of contact for procurement-related coordination.

- B. Walter P Moore will prepare final plans, specifications, bid schedules, quantities, engineer's opinion of probable construction cost, and supporting bidding documents suitable for public procurement by the City of Bentonville.
- C. Walter P Moore will coordinate with the City regarding advertisement requirements, procurement schedules, bidding milestones, distribution of bid documents, procurement communications, and contractor solicitation activities.
- D. Walter P Moore will prepare procurement schedules and coordinate bidding activities necessary to support the City's project delivery objectives.
- E. Walter P Moore will manage contractor communications during the bidding phase and will serve as the primary point of contact for bidder questions and requests for information.
- F. Walter P Moore will organize, facilitate, and lead pre-bid meetings conducted for the Project. A total of one (1) pre-bid meeting is included in the Basic Services fee.
- G. Walter P Moore will receive, track, coordinate, and respond to Requests for Information (RFIs) submitted during bidding and will coordinate responses with subconsultants, utility providers, and City staff as necessary.
- H. Walter P Moore will prepare and issue addenda, supplemental sketches, clarifications, and revisions to the bidding documents as necessary to address bidder questions, clarify design intent, or incorporate modifications requested by the City.
- I. Walter P Moore will coordinate with subconsultants regarding technical questions associated with their respective disciplines and will integrate responses into a coordinated project response.
- J. Walter P Moore will assist the City with review of proposed substitutions, alternate materials, and "or equal" requests submitted by prospective bidders for general conformance with the design intent of the construction documents.
- K. Walter P Moore will receive and evaluate contractor bids, review bid tabulations, evaluate bid irregularities, review unit pricing, review bidder qualifications, and evaluate apparent low bidders for general conformance with the bidding requirements and construction documents.
- L. Walter P Moore will prepare a written bid evaluation memorandum summarizing bid results, identified irregularities, bid comparisons, and recommendations for award consideration by the City.
- M. Walter P Moore will coordinate with the City regarding utility package approvals, permit-related requirements, Arkansas Department of Health approvals, and other items necessary to support contract award and construction commencement.
- N. Walter P Moore will assist the City with contractor selection, contract award recommendations, Notice of Award coordination, Notice to Proceed coordination, and pre-construction activities.
- O. Walter P Moore will review the Contractor's preliminary construction schedule, sequencing approach, maintenance of traffic (MOT) plan, and project phasing approach for general conformance with the construction documents.
- P. Walter P Moore will distribute final signed construction documents and Issued-for-Construction (IFC) plans following completion of required approvals and authorization by the City.
- Q. The bidding and negotiation phase services assume a single bidding cycle and one construction contract procurement effort. Additional bidding phases, rebidding efforts, phased procurements, redesign due to

budget constraints, contractor protests, or services beyond those identified herein shall be considered Additional Services and shall be provided only upon authorization by the City of Bentonville.

- R. Walter P Moore's services during the bidding and negotiation phase are limited to general coordination, interpretation of the construction documents, and support of the City's procurement process. Walter P Moore shall not be responsible for contractor means, methods, sequencing, safety, construction procedures, or bidding decisions made by the City.

**Construction Phase Services**

- A. Walter P Moore will attend and participate in the City of Bentonville Pre-Construction Meeting and assist with coordination between the City, Contractor, utility companies, regulatory agencies, and project stakeholders.
- B. Walter P Moore will serve as the Prime Consultant and primary point of contact for the City of Bentonville during construction for all design-related matters associated with the project.
- C. Walter P Moore will coordinate and manage the construction phase services provided by its subconsultants and will integrate their services into a single coordinated project effort.
- D. Walter P Moore will review and respond to Requests for Information (RFIs) related to the engineering design and construction documents and will coordinate responses with the appropriate design disciplines and subconsultants as required.
- E. Walter P Moore will review civil, drainage, utility, traffic, landscape architecture, and related submittals and shop drawings for general conformance with the design intent of the construction documents.
- F. Walter P Moore will review contractor-proposed substitutions, value engineering proposals, and alternative materials or methods submitted during construction for general conformance with the design intent of the project.
- G. Walter P Moore will assist the City of Bentonville in the preparation and evaluation of proposed changes, supplemental instructions, field directives, change orders, and other construction-related modifications affecting the project.
- H. Walter P Moore will assist the City in evaluating contractor requests for additional compensation, contract time extensions, and claims related to design-related issues.
- I. Walter P Moore will coordinate required City inspections and agency inspections associated with public infrastructure improvements within the Engineer's scope of services.
- J. Walter P Moore will perform utility inspections and observations as required by applicable City of Bentonville requirements, Arkansas Department of Health requirements, and other applicable regulatory agencies.
- K. Walter P Moore will perform periodic site observations and construction observations to generally evaluate whether the work is proceeding in substantial conformance with the construction documents.
- L. Walter P Moore will document observations and communicate observed deficiencies, non-conforming work, incomplete work, or items requiring corrective action to the Contractor and City of Bentonville.
- M. Walter P Moore will coordinate with utility providers, franchise utilities, and regulatory agencies regarding construction-related issues affecting the project.
- N. Walter P Moore will attend regularly scheduled contractor construction meetings as required. A total of 50 meetings is included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.

- a. Meeting Breakdown
  - i. City of Bentonville Preconstruction Meeting
  - ii. City of Bentonville Construction Meetings (In Person/Virtual)
  - iii. Shop and/or Submittal Meetings (if required)
  - iv. Pull Planning Meetings (if required)
  - v. Engineering Inspections
  - vi. Pre-final Inspections
  - vii. Final Inspections
  - viii. Punch List Meeting
  - ix. Warranty Meeting

- O. Walter P Moore will coordinate pre-final inspections and final inspections with the City of Bentonville, utility providers, regulatory agencies, and project stakeholders as required.
- P. Walter P Moore will prepare and distribute punch lists documenting observed incomplete or non-conforming work and will review corrective actions completed by the Contractor.
- Q. Walter P Moore will assist the City of Bentonville in determining substantial completion and final completion of the public infrastructure improvements.
- R. Walter P Moore will review record drawing information provided by the Contractor and will prepare final record drawings and GIS deliverables for public infrastructure improvements in accordance with City of Bentonville requirements, to the extent included within the project scope.
- S. Walter P Moore will attend and participate in the one-year warranty inspection with the City of Bentonville, Contractor, and applicable stakeholders, if required.
- T. Walter P Moore's construction phase services are intended to provide periodic observation and coordination of the work and are not continuous, exhaustive, or full-time construction management services. Walter P Moore shall not be responsible for the Contractor's means, methods, techniques, sequences, procedures, site safety, temporary works, quality control, scheduling, or construction operations.

**Schedule SC2**

**SCOPE OF BASIC CIVIL ENGINEERING SERVICES**  
East Battlefield Boulevard from Paradise Way to Prairie Lane

**BASIC SERVICES:**

**Prime Consultant**

Walter P Moore will serve as the Prime Consultant for the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane, with responsibility for overall project management, technical integration, and coordination of all disciplines required to deliver the project. As Prime Consultant, Walter P Moore shall manage, coordinate, and integrate the work of its subconsultants to support a cohesive, constructible, and permit-ready design.

**Subconsultant Management and Coordination**

- A. Walter P Moore shall retain and manage the following subconsultants under its contract:
  - a. Surveying Consultant
- B. Walter P Moore will:
  - a. Help define scopes of work for each subconsultant consistent with the overall project objectives.
  - b. Coordinate schedules, deliverables, and technical interfaces between subconsultants and the broader design team.
  - c. Integrate subconsultant deliverables into the civil design, construction documents, and permitting packages.
  - d. Facilitate coordination meetings between subconsultants, the City of Bentonville, utilities, and other stakeholders as required.
- C. Walter P Moore will coordinate survey limits, scope, and priorities with the Surveying Consultant to support roadway, and utility design, including right-of-way, easement exhibits, and construction staking as required. Survey information shall be reviewed for general consistency and integrated into the design documents.
- D. Walter P Moore shall coordinate with City of Bentonville BEUD the Electrical work related to:
  - a. Electrical utility relocations and corridor improvements
  - b. Integration of BEUD's electrical infrastructure into the roadway
  - c. Street lighting design and photometrics
  - d. Coordination with communications providers and utility owners
  - e. Electrical design deliverables shall be by BEUD.
- E. Walter P Moore as required by the City of Bentonville shall serve as the single point of contact for the Design Team, Stakeholders, and the City of Bentonville for all consultant services provided under this contract, including subconsultant coordination, communications, and deliverables.
- F. Walter P Moore shall rely on subconsultant work products for technical accuracy within their respective disciplines and shall integrate such work into the overall project deliverables. Walter P Moore's responsibility shall be limited to coordination, integration, and overall design management and shall not extend to independent verification of subconsultant technical calculations or professional judgments beyond normal coordination and quality control practices.

**Planning and Administration**

- G. Walter P Moore will review available record drawings and surveys to determine what additional information is required.
- H. Walter P Moore will assist City of Bentonville in development of a site plan to be used as the basis of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- I. Walter P Moore will visit the site to observe the site conditions to attempt to detect development issues affecting the site.
- J. Walter P Moore will work with City of Bentonville, and their legal teams to identify land and Right-of-Way acquisitions to support the redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- K. Walter P Moore will meet with the City of Bentonville to discuss development procedures and requirements pertaining to the intended redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- L. Walter P Moore will contact and coordinate with the local franchise utility providers to investigate utility relocation, availability, and service requirements.
- M. Walter P Moore will review local flood plain maps of record to review the flood plain status of the site.
- N. Walter P Moore will meet with the City of Bentonville to investigate the drainage requirements affecting the redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- O. Walter P Moore will coordinate with the City of Bentonville to provide the Surveyor with updated survey limits to encompass all acquired property required for the extension of the redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- P. Walter P Moore will work with City of Bentonville to review previous permits, agreements, covenants, restrictions in the area of the proposed street improvements and identify anticipated impact on the proposed improvements.
- Q. Walter P Moore will work with City of Bentonville and required attorneys for strategies and processes for the redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- R. Walter P Moore will attend regularly scheduled design coordination meetings with the City of Bentonville. A total of 6 meetings are included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
- S. Walter P Moore will attend milestone design reviews with the City of Bentonville.
  - a. Meeting Breakdown
    - i. City of Bentonville Meetings and Presentations
    - ii. Conceptual Meeting
    - iii. Design Meetings
    - iv. Pre-Application Conference
    - v. Planning Commission Meetings
    - vi. Franchise Agency Meetings
    - vii. Other Meetings as required

**Public Infrastructure Design and Construction Document Preparation**

- A. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.

- B. Walter P Moore will prepare construction plans for the redevelopment of the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- C. Walter P Moore will prepare construction plans for the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane.
- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will provide construction drawings to the City of Bentonville for review at 30%, 60%, 90%, and 100% completion. Plans will generally consist of the following:
  - a. Cover Sheet
  - b. Sheet Index
  - c. General Notes and Legend
  - d. Demolition Plans
  - e. Alignment Detail and General Layout Sheets
  - f. Typical Sections
  - g. Construction Details
  - h. Storm Water Pollution Prevention and Erosion Control Details, Notes, and Plans
  - i. Roadway Paving Plans and Profiles
  - j. Intersection Layout, Grading, and Striping Plans
  - k. Intersection Mitigation Plan and Profiles
  - l. Roadway Grading Plan
  - m. Storm Drainage Plan and Profiles
  - n. Water Distribution System Plan and Profiles
  - o. Wastewater Collection System Plans and Profiles
  - p. Utility Cross-Sections
  - q. Drainage Area Map and Calculations
  - r. Survey and Survey Control Sheets
  - s. Project Layout
  - t. Street Paving Plan and Profiles (including known access drives)
  - u. Typical Road Sections
  - v. Street Vertical Curve Sections
  - w. Street Lighting Plans
  - x. Street Signage and Striping Plans
  - y. Construction Phasing Plan (if required)
  - z. Maintenance of Traffic (MOT) Plans
  - aa. Franchise Utility Distribution System Plan and Profiles (if required)
  - bb. Retaining Walls and Special Structures (if applicable)
  - cc. Quantities and Estimate Summary
- F. Walter P Moore will prepare dimension control and alignment detail sheets showing the basic paving geometry and locating other improvements included in Walter P Moore's scope of services.
- G. Walter P Moore will prepare demolition plans describing existing elements to be removed, abandoned, or otherwise relocated in conjunction with the proposed street improvements.
- H. Walter P Moore will prepare Maintenance of Traffic plans for construction operations related to the proposed street improvements. These plans will include a layout of construction barriers and signage along lane closures, and around proposed driveways and utility replacements. Signage will conform to the city of Bentonville and/or Arkansas State Highway and Transportation Department Manual on Uniform Traffic Control Devices, latest edition, as amended.
- I. Walter P Moore will prepare plans for the proposed streets, driveways, bike lanes and sidewalks associated to the East Battlefield Boulevard Corridor from Paradise Way to Prairie Lane. Pavement design and specifications for streets, driveway connections and sidewalks will conform to City of Bentonville's standards. Plans will include traffic signage.

- J. Walter P Moore will prepare a roadway grading plan showing the gradient transition between the outside perimeter of the roadway section (i.e., the edge of sidewalk or hike/bike trail) and perimeter existing ground elevation.
- K. Walter P Moore will prepare storm drainage plans (and profiles as necessary) required.
- L. Walter P Moore will prepare water distribution system plans (and profiles as necessary) as required.
- M. Walter P Moore will prepare wastewater plans (and profiles as necessary) as required.
- N. Walter P Moore will coordinate franchise utility plans (and profiles as necessary) as required.
- O. Walter P Moore will prepare construction details related to street, roundabout, and bridge improvements.
- P. Walter P Moore will address the City of Bentonville comments as required.
- Q. Walter P Moore will provide the plans to the franchise utility companies for coordination and relocation of their facilities by others.
- R. Walter P Moore will address Arkansas Department of Health (ADH) and Arkansas Department of Environmental Quality (ADEQ) comments as required.
- S. Walter P Moore will submit plans to all required Authorities Having Jurisdiction (AHJ) for review and approval for construction permits.
- T. Walter P Moore will provide an electronic copy of the approved plans to the City of Bentonville's records and Contractor's use as needed.

**Traffic Control Plans**

- A. Walter P Moore will prepare traffic control plans (TCPs) (up to 6 sheets) for maintenance of vehicular, bicycle, and pedestrian traffic during construction activities at the following locations:
  - a. E. Battlefield Blvd. between Paradise Way and Prairie Ln
- B. Walter P Moore will review the study area to determine existing conditions, identifying roadway geometry of the surrounding streets, traffic controls at intersections, and locations of transit stops as well as other traffic elements requiring special consideration as determined by Walter P Moore.
- C. Walter P Moore will produce traffic control plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's requirements.
- D. Walter P Moore will prepare TCPs in necessary phases to handle vehicular, bicycle, and pedestrian traffic flow.
- E. Walter P Moore will provide the drawings to the City of Bentonville for review at completion.
- F. Walter P Moore will address the City of Bentonville comments.
- G. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.

**Signing and Pavement Markings Design**

- A. Walter P Moore will perform the following scope tasks for each section of site development or roadways, to be referred to as the 'study area' throughout this scope.
  - a. E. Battlefield Blvd. between Paradise Way and Prairie Ln

- B. Walter P Moore will review roadway geometry and traffic control in the study area as it specifically affects installation of safe and properly designed signing and pavement markings.
- C. Walter P Moore will prepare design plans with recommended signing and pavement markings for installation in the study area. Up to 4 signing and pavement marking sheets will be developed as part of this scope and fee. These plans will be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's standards and requirements. Any recommendations for changing roadway geometry or traffic control will be coordinated with the governing agency.
- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will submit to the City of Bentonville for progress review and approval.
- F. Walter P Moore will work with the City of Bentonville to address comments and obtain progress drawing approvals.
- G. Walter P Moore will attend regular meetings with the City of Bentonville to review progress and address development parameters that impact the package design and development.

**Bidding and Negotiation Phase Services**

- A. Walter P Moore will lead and administer the bidding and procurement process for the Project on behalf of the City of Bentonville and will serve as the City's primary point of contact for procurement-related coordination.
- B. Walter P Moore will prepare final plans, specifications, bid schedules, quantities, engineer's opinion of probable construction cost, and supporting bidding documents suitable for public procurement by the City of Bentonville.
- C. Walter P Moore will coordinate with the City regarding advertisement requirements, procurement schedules, bidding milestones, distribution of bid documents, procurement communications, and contractor solicitation activities.
- D. Walter P Moore will prepare procurement schedules and coordinate bidding activities necessary to support the City's project delivery objectives.
- E. Walter P Moore will manage contractor communications during the bidding phase and will serve as the primary point of contact for bidder questions and requests for information.
- F. Walter P Moore will organize, facilitate, and lead pre-bid meetings conducted for the Project. A total of one (1) pre-bid meeting is included in the Basic Services fee.
- G. Walter P Moore will receive, track, coordinate, and respond to Requests for Information (RFIs) submitted during bidding and will coordinate responses with subconsultants, utility providers, and City staff as necessary.
- H. Walter P Moore will prepare and issue addenda, supplemental sketches, clarifications, and revisions to the bidding documents as necessary to address bidder questions, clarify design intent, or incorporate modifications requested by the City.
- I. Walter P Moore will coordinate with subconsultants regarding technical questions associated with their respective disciplines and will integrate responses into a coordinated project response.
- J. Walter P Moore will assist the City with review of proposed substitutions, alternate materials, and "or equal" requests submitted by prospective bidders for general conformance with the design intent of the construction documents.

- K. Walter P Moore will receive and evaluate contractor bids, review bid tabulations, evaluate bid irregularities, review unit pricing, review bidder qualifications, and evaluate apparent low bidders for general conformance with the bidding requirements and construction documents.
- L. Walter P Moore will prepare a written bid evaluation memorandum summarizing bid results, identified irregularities, bid comparisons, and recommendations for award consideration by the City.
- M. Walter P Moore will coordinate with the City regarding utility package approvals, permit-related requirements, Arkansas Department of Health approvals, and other items necessary to support contract award and construction commencement.
- N. Walter P Moore will assist the City with contractor selection, contract award recommendations, Notice of Award coordination, Notice to Proceed coordination, and pre-construction activities.
- O. Walter P Moore will review the Contractor's preliminary construction schedule, sequencing approach, maintenance of traffic (MOT) plan, and project phasing approach for general conformance with the construction documents.
- P. Walter P Moore will distribute final signed construction documents and Issued-for-Construction (IFC) plans following completion of required approvals and authorization by the City.
- Q. The bidding and negotiation phase services assume a single bidding cycle and one construction contract procurement effort. Additional bidding phases, rebidding efforts, phased procurements, redesign due to budget constraints, contractor protests, or services beyond those identified herein shall be considered Additional Services and shall be provided only upon authorization by the City of Bentonville.
- R. Walter P Moore's services during the bidding and negotiation phase are limited to general coordination, interpretation of the construction documents, and support of the City's procurement process. Walter P Moore shall not be responsible for contractor means, methods, sequencing, safety, construction procedures, or bidding decisions made by the City.

**Construction Phase Services**

- A. Walter P Moore will attend and participate in the City of Bentonville Pre-Construction Meeting and assist with coordination between the City, Contractor, utility companies, regulatory agencies, and project stakeholders.
- B. Walter P Moore will serve as the Prime Consultant and primary point of contact for the City of Bentonville during construction for all design-related matters associated with the project.
- C. Walter P Moore will coordinate and manage the construction phase services provided by its subconsultants and will integrate their services into a single coordinated project effort.
- D. Walter P Moore will review and respond to Requests for Information (RFIs) related to the engineering design and construction documents and will coordinate responses with the appropriate design disciplines and subconsultants as required.
- E. Walter P Moore will review civil, drainage, utility, traffic, landscape architecture, and related submittals and shop drawings for general conformance with the design intent of the construction documents.
- F. Walter P Moore will review contractor-proposed substitutions, value engineering proposals, and alternative materials or methods submitted during construction for general conformance with the design intent of the project.
- G. Walter P Moore will assist the City of Bentonville in the preparation and evaluation of proposed changes, supplemental instructions, field directives, change orders, and other construction-related modifications affecting the project.

- H. Walter P Moore will assist the City in evaluating contractor requests for additional compensation, contract time extensions, and claims related to design-related issues.
- I. Walter P Moore will coordinate required City inspections and agency inspections associated with public infrastructure improvements within the Engineer's scope of services.
- J. Walter P Moore will perform utility inspections and observations as required by applicable City of Bentonville requirements, Arkansas Department of Health requirements, and other applicable regulatory agencies.
- K. Walter P Moore will perform periodic site observations and construction observations to generally evaluate whether the work is proceeding in substantial conformance with the construction documents.
- L. Walter P Moore will document observations and communicate observed deficiencies, non-conforming work, incomplete work, or items requiring corrective action to the Contractor and City of Bentonville.
- M. Walter P Moore will coordinate with utility providers, franchise utilities, and regulatory agencies regarding construction-related issues affecting the project.
- N. Walter P Moore will attend regularly scheduled contractor construction meetings as required. A total of 50 meetings is included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
  - a. Meeting Breakdown
    - i. City of Bentonville Preconstruction Meeting
    - ii. City of Bentonville Construction Meetings (In Person/Virtual)
    - iii. Shop and/or Submittal Meetings (if required)
    - iv. Pull Planning Meetings (if required)
    - v. Engineering Inspections
    - vi. Pre-final Inspections
    - vii. Final Inspections
    - viii. Punch List Meeting
    - ix. Warranty Meeting
- O. Walter P Moore will coordinate pre-final inspections and final inspections with the City of Bentonville, utility providers, regulatory agencies, and project stakeholders as required.
- P. Walter P Moore will prepare and distribute punch lists documenting observed incomplete or non-conforming work and will review corrective actions completed by the Contractor.
- Q. Walter P Moore will assist the City of Bentonville in determining substantial completion and final completion of the public infrastructure improvements.
- R. Walter P Moore will review record drawing information provided by the Contractor and will prepare final record drawings and GIS deliverables for public infrastructure improvements in accordance with City of Bentonville requirements, to the extent included within the project scope.
- S. Walter P Moore will attend and participate in the one-year warranty inspection with the City of Bentonville, Contractor, and applicable stakeholders, if required.
- T. Walter P Moore's construction phase services are intended to provide periodic observation and coordination of the work and are not continuous, exhaustive, or full-time construction management services. Walter P Moore shall not be responsible for the Contractor's means, methods, techniques, sequences, procedures, site safety, temporary works, quality control, scheduling, or construction operations.

**Schedule SC3**

**SCOPE OF BASIC CIVIL ENGINEERING SERVICES**

Water Tower Road Corridor

**BASIC SERVICES:**

**Prime Consultant**

Walter P Moore will serve as the Prime Consultant for the Water Tower Road Corridor, with responsibility for overall project management, technical integration, and coordination of all disciplines required to deliver the project. As Prime Consultant, Walter P Moore shall manage, coordinate, and integrate the work of its subconsultants to support a cohesive, constructible, and permit-ready design.

**Subconsultant Management and Coordination**

- A. Walter P Moore shall retain and manage the following subconsultants under its contract:
  - a. Surveying Consultant
- B. Walter P Moore will:
  - a. Help define scopes of work for each subconsultant consistent with the overall project objectives.
  - b. Coordinate schedules, deliverables, and technical interfaces between subconsultants and the broader design team.
  - c. Integrate subconsultant deliverables into the civil design, construction documents, and permitting packages.
  - d. Facilitate coordination meetings between subconsultants, the City of Bentonville, utilities, and other stakeholders as required.
- C. Walter P Moore will coordinate survey limits, scope, and priorities with the Surveying Consultant to support roadway, and utility design, including right-of-way, easement exhibits, and construction staking as required. Survey information shall be reviewed for general consistency and integrated into the design documents.
- D. Walter P Moore shall coordinate with City of Bentonville BEUD the Electrical work related to:
  - a. Electrical utility relocations and corridor improvements
  - b. Integration of BEUD's electrical infrastructure into the roadway
  - c. Street lighting design and photometrics
  - d. Coordination with communications providers and utility owners
  - e. Electrical design deliverables shall be by BEUD.
- E. Walter P Moore as required by the City of Bentonville shall serve as the single point of contact for the Design Team, Stakeholders, and the City of Bentonville for all consultant services provided under this contract, including subconsultant coordination, communications, and deliverables.
- F. Walter P Moore shall rely on subconsultant work products for technical accuracy within their respective disciplines and shall integrate such work into the overall project deliverables. Walter P Moore's responsibility shall be limited to coordination, integration, and overall design management and shall not extend to independent verification of subconsultant technical calculations or professional judgments beyond normal coordination and quality control practices.

**Planning and Administration**

- A. Walter P Moore will review available record drawings and surveys to determine what additional information is required.

- B. Walter P Moore will assist City of Bentonville in development of a site plan to be used as the basis of the Water Tower Road Corridor.
- C. Walter P Moore will visit the site to observe the site conditions to attempt to detect development issues affecting the site.
- D. Walter P Moore will work with City of Bentonville, and their legal teams to identify land and Right-of-Way acquisitions to support the redevelopment of the Water Tower Road Corridor.
- E. Walter P Moore will meet with the City of Bentonville to discuss development procedures and requirements pertaining to the intended redevelopment of the Water Tower Road Corridor.
- F. Walter P Moore will contact and coordinate with the local franchise utility providers to investigate utility relocation, availability, and service requirements.
- G. Walter P Moore will review local flood plain maps of record to review the flood plain status of the site.
- H. Walter P Moore will meet with the City of Bentonville to investigate the drainage requirements affecting the redevelopment of the Water Tower Road Corridor.
- I. Walter P Moore will coordinate with the City of Bentonville to provide the Surveyor with updated survey limits to encompass all acquired property required for the extension of the redevelopment of the Water Tower Road Corridor.
- J. Walter P Moore will work with City of Bentonville to review previous permits, agreements, covenants, restrictions in the area of the proposed street improvements and identify anticipated impact on the proposed improvements.
- K. Walter P Moore will work with City of Bentonville and required attorneys for strategies and processes for the redevelopment of the Water Tower Road Corridor.
- L. Walter P Moore will attend regularly scheduled design coordination meetings with the City of Bentonville. A total of 6 meetings are included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
- M. Walter P Moore will attend milestone design reviews with the City of Bentonville.
  - a. Meeting Breakdown
    - i. City of Bentonville Meetings and Presentations
      - 1. Conceptual Meeting
      - 2. Design Meetings
      - 3. Pre-Application Conference
      - 4. Planning Commission Meetings
    - ii. Franchise Agency Meetings
    - iii. Other Meetings as required

**Public Infrastructure Design and Construction Document Preparation**

- A. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.
- B. Walter P Moore will prepare construction plans for the redevelopment of the Water Tower Road Corridor.
- C. Walter P Moore will prepare construction plans for the Water Tower Road Corridor.

- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will provide construction drawings to the City of Bentonville for review at 30%, 60%, 90%, and 100% completion. Plans will generally consist of the following:
  - a. Cover Sheet
  - b. Sheet Index
  - c. General Notes and Legend
  - d. Demolition Plans
  - e. Alignment Detail and General Layout Sheets
  - f. Typical Sections
  - g. Construction Details
  - h. Storm Water Pollution Prevention and Erosion Control Details, Notes, and Plans
  - i. Roadway Paving Plans and Profiles
  - j. Intersection Layout, Grading, and Striping Plans
  - k. Intersection Mitigation Plan and Profiles
  - l. Roadway Grading Plan
  - m. Storm Drainage Plan and Profiles
  - n. Water Distribution System Plan and Profiles
  - o. Wastewater Collection System Plans and Profiles
  - p. Utility Cross-Sections
  - q. Drainage Area Map and Calculations
  - r. Survey and Survey Control Sheets
  - s. Project Layout
  - t. Street Paving Plan and Profiles (including known access drives)
  - u. Typical Road Sections
  - v. Street Vertical Curve Sections
  - w. Street Lighting Plans
  - x. Street Signage and Striping Plans
  - y. Construction Phasing Plan (if required)
  - z. Maintenance of Traffic (MOT) Plans
  - aa. Franchise Utility Distribution System Plan and Profiles (if required)
  - bb. Retaining Walls and Special Structures (if applicable)
  - cc. Quantities and Estimate Summary
- F. Walter P Moore will prepare dimension control and alignment detail sheets showing the basic paving geometry and locating other improvements included in Walter P Moore's scope of services.
- G. Walter P Moore will prepare demolition plans describing existing elements to be removed, abandoned, or otherwise relocated in conjunction with the proposed street improvements.
- H. Walter P Moore will prepare Maintenance of Traffic plans for construction operations related to the proposed street improvements. These plans will include a layout of construction barriers and signage along lane closures, and around proposed driveways and utility replacements. Signage will conform to the city of Bentonville and/or Arkansas State Highway and Transportation Department Manual on Uniform Traffic Control Devices, latest edition, as amended.
- I. Walter P Moore will prepare plans for the proposed streets, driveways, bike lanes and sidewalks associated to the Water Tower Road Corridor. Pavement design and specifications for streets, driveway connections and sidewalks will conform to City of Bentonville's standards. Plans will include traffic signage.
- J. Walter P Moore will prepare a roadway grading plan showing the gradient transition between the outside perimeter of the roadway section (i.e., the edge of sidewalk or hike/bike trail) and perimeter existing ground elevation.
- K. Walter P Moore will prepare storm drainage plans (and profiles as necessary) required.

- L. Walter P Moore will prepare water distribution system plans (and profiles as necessary) as required.
- M. Walter P Moore will prepare wastewater plans (and profiles as necessary) as required.
- N. Walter P Moore will coordinate franchise utility plans (and profiles as necessary) as required.
- O. Walter P Moore will prepare construction details related to street, roundabout, and bridge improvements.
- P. Walter P Moore will address the City of Bentonville comments as required.
- Q. Walter P Moore will provide the plans to the franchise utility companies for coordination and relocation of their facilities by others.
- R. Walter P Moore will address Arkansas Department of Health (ADH) and Arkansas Department of Environmental Quality (ADEQ) comments as required.
- S. Walter P Moore will submit plans to all required Authorities Having Jurisdiction (AHJ) for review and approval for construction permits.
- T. Walter P Moore will provide an electronic copy of the approved plans to the City of Bentonville's records and Contractor's use as needed.

**Traffic Control Plans**

- A. Walter P Moore will prepare traffic control plans (TCPs) (up to 6 sheets) for maintenance of vehicular, bicycle, and pedestrian traffic during construction activities at the following locations:
  - a. Water Tower Rd from 8th St to Battlefield Blvd
- B. Walter P Moore will review the study area to determine existing conditions, identifying roadway geometry of the surrounding streets, traffic controls at intersections, and locations of transit stops as well as other traffic elements requiring special consideration as determined by Walter P Moore.
- C. Walter P Moore will produce traffic control plans in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's requirements.
- D. Walter P Moore will prepare TCPs in necessary phases to handle vehicular, bicycle, and pedestrian traffic flow.
- E. Walter P Moore will provide the drawings to the City of Bentonville for review at completion.
- F. Walter P Moore will address the City of Bentonville comments.
- G. Walter P Moore will attend regular meetings with the City of Bentonville (as required) to review progress and address development parameters that impact the package design and development.

**Signage and Pavement Markings Design**

- A. Walter P Moore will perform the following scope tasks for each section of site development or roadways, to be referred to as the 'study area' throughout this scope.
  - a. Water Tower Rd from 8th St to Battlefield Blvd
- B. Walter P Moore will review roadway geometry and traffic control in the study area as it specifically affects installation of safe and properly designed signing and pavement markings.

- C. Walter P Moore will prepare design plans with recommended signing and pavement markings for installation in the study area. Up to 6 signing and pavement marking sheets will be developed as part of this scope and fee. These plans will be prepared in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the governing agency's standards and requirements. Any recommendations for changing roadway geometry or traffic control will be coordinated with the governing agency.
- D. Walter P Moore will prepare construction specifications.
- E. Walter P Moore will prepare a summary of traffic quantities
- F. Walter P Moore will submit to the City of Bentonville for progress review and approval.
- G. Walter P Moore will work with the City of Bentonville to address comments and obtain progress drawing approvals.
- H. Walter P Moore will attend regular meetings with the City of Bentonville to review progress and address development parameters that impact the package design and development.

**Bidding and Negotiation Phase Services**

- A. Walter P Moore will lead and administer the bidding and procurement process for the Project on behalf of the City of Bentonville and will serve as the City's primary point of contact for procurement-related coordination.
- B. Walter P Moore will prepare final plans, specifications, bid schedules, quantities, engineer's opinion of probable construction cost, and supporting bidding documents suitable for public procurement by the City of Bentonville.
- C. Walter P Moore will coordinate with the City regarding advertisement requirements, procurement schedules, bidding milestones, distribution of bid documents, procurement communications, and contractor solicitation activities.
- D. Walter P Moore will prepare procurement schedules and coordinate bidding activities necessary to support the City's project delivery objectives.
- E. Walter P Moore will manage contractor communications during the bidding phase and will serve as the primary point of contact for bidder questions and requests for information.
- F. Walter P Moore will organize, facilitate, and lead pre-bid meetings conducted for the Project. A total of one (1) pre-bid meeting is included in the Basic Services fee.
- G. Walter P Moore will receive, track, coordinate, and respond to Requests for Information (RFIs) submitted during bidding and will coordinate responses with subconsultants, utility providers, and City staff as necessary.
- H. Walter P Moore will prepare and issue addenda, supplemental sketches, clarifications, and revisions to the bidding documents as necessary to address bidder questions, clarify design intent, or incorporate modifications requested by the City.
- I. Walter P Moore will coordinate with subconsultants regarding technical questions associated with their respective disciplines and will integrate responses into a coordinated project response.
- J. Walter P Moore will assist the City with review of proposed substitutions, alternate materials, and "or equal" requests submitted by prospective bidders for general conformance with the design intent of the construction documents.

- K. Walter P Moore will receive and evaluate contractor bids, review bid tabulations, evaluate bid irregularities, review unit pricing, review bidder qualifications, and evaluate apparent low bidders for general conformance with the bidding requirements and construction documents.
- L. Walter P Moore will prepare a written bid evaluation memorandum summarizing bid results, identified irregularities, bid comparisons, and recommendations for award consideration by the City.
- M. Walter P Moore will coordinate with the City regarding utility package approvals, permit-related requirements, Arkansas Department of Health approvals, and other items necessary to support contract award and construction commencement.
- N. Walter P Moore will assist the City with contractor selection, contract award recommendations, Notice of Award coordination, Notice to Proceed coordination, and pre-construction activities.
- O. Walter P Moore will review the Contractor's preliminary construction schedule, sequencing approach, maintenance of traffic (MOT) plan, and project phasing approach for general conformance with the construction documents.
- P. Walter P Moore will distribute final signed construction documents and Issued-for-Construction (IFC) plans following completion of required approvals and authorization by the City.
- Q. The bidding and negotiation phase services assume a single bidding cycle and one construction contract procurement effort. Additional bidding phases, rebidding efforts, phased procurements, redesign due to budget constraints, contractor protests, or services beyond those identified herein shall be considered Additional Services and shall be provided only upon authorization by the City of Bentonville.
- R. Walter P Moore's services during the bidding and negotiation phase are limited to general coordination, interpretation of the construction documents, and support of the City's procurement process. Walter P Moore shall not be responsible for contractor means, methods, sequencing, safety, construction procedures, or bidding decisions made by the City.

**Construction Phase Services**

- A. Walter P Moore will attend and participate in the City of Bentonville Pre-Construction Meeting and assist with coordination between the City, Contractor, utility companies, regulatory agencies, and project stakeholders.
- B. Walter P Moore will serve as the Prime Consultant and primary point of contact for the City of Bentonville during construction for all design-related matters associated with the project.
- C. Walter P Moore will coordinate and manage the construction phase services provided by its subconsultants and will integrate their services into a single coordinated project effort.
- D. Walter P Moore will review and respond to Requests for Information (RFIs) related to the engineering design and construction documents and will coordinate responses with the appropriate design disciplines and subconsultants as required.
- E. Walter P Moore will review civil, drainage, utility, traffic, landscape architecture, and related submittals and shop drawings for general conformance with the design intent of the construction documents.
- F. Walter P Moore will review contractor-proposed substitutions, value engineering proposals, and alternative materials or methods submitted during construction for general conformance with the design intent of the project.
- G. Walter P Moore will assist the City of Bentonville in the preparation and evaluation of proposed changes, supplemental instructions, field directives, change orders, and other construction-related modifications affecting the project.

- H. Walter P Moore will assist the City in evaluating contractor requests for additional compensation, contract time extensions, and claims related to design-related issues.
- I. Walter P Moore will coordinate required City inspections and agency inspections associated with public infrastructure improvements within the Engineer's scope of services.
- J. Walter P Moore will perform utility inspections and observations as required by applicable City of Bentonville requirements, Arkansas Department of Health requirements, and other applicable regulatory agencies.
- K. Walter P Moore will perform periodic site observations and construction observations to generally evaluate whether the work is proceeding in substantial conformance with the construction documents.
- L. Walter P Moore will document observations and communicate observed deficiencies, non-conforming work, incomplete work, or items requiring corrective action to the Contractor and City of Bentonville.
- M. Walter P Moore will coordinate with utility providers, franchise utilities, and regulatory agencies regarding construction-related issues affecting the project.
- N. Walter P Moore will attend regularly scheduled contractor construction meetings as required. A total of 50 meetings is included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
  - a. Meeting Breakdown
    - x. City of Bentonville Preconstruction Meeting
    - xi. City of Bentonville Construction Meetings (In Person/Virtual)
    - xii. Shop and/or Submittal Meetings (if required)
    - xiii. Pull Planning Meetings (if required)
    - xiv. Engineering Inspections
    - xv. Pre-final Inspections
    - xvi. Final Inspections
    - xvii. Punch List Meeting
    - xviii. Warranty Meeting
- O. Walter P Moore will coordinate pre-final inspections and final inspections with the City of Bentonville, utility providers, regulatory agencies, and project stakeholders as required.
- P. Walter P Moore will prepare and distribute punch lists documenting observed incomplete or non-conforming work and will review corrective actions completed by the Contractor.
- Q. Walter P Moore will assist the City of Bentonville in determining substantial completion and final completion of the public infrastructure improvements.
- R. Walter P Moore will review record drawing information provided by the Contractor and will prepare final record drawings and GIS deliverables for public infrastructure improvements in accordance with City of Bentonville requirements, to the extent included within the project scope.
- S. Walter P Moore will attend and participate in the one-year warranty inspection with the City of Bentonville, Contractor, and applicable stakeholders, if required.
- T. Walter P Moore's construction phase services are intended to provide periodic observation and coordination of the work and are not continuous, exhaustive, or full-time construction management services. Walter P Moore shall not be responsible for the Contractor's means, methods, techniques, sequences, procedures, site safety, temporary works, quality control, scheduling, or construction operations.

**SCHEDULE SC4**

**SCOPE OF BASIC CIVIL ENGINEERING SERVICES**  
East Battlefield Boulevard Adjacent Areas – Concept Designs

**BASIC SERVICES:**

**Prime Consultant**

Walter P Moore will serve as the Prime Consultant for the East Battlefield Boulevard Adjacent Areas – Concept Designs, with responsibility for overall project management, technical integration, coordination, and delivery of the conceptual design services required for the project.

As Prime Consultant, Walter P Moore shall manage and integrate the work of its subconsultants and internal disciplines to support development of cohesive conceptual roadway and infrastructure improvement alternatives for the identified adjacent area improvements.

**Subconsultant Management and Coordination**

- A. Walter P Moore may retain and manage the following subconsultants under its contract, as required to support the conceptual design effort:
  - a. Surveying Consultant
  
- B. Walter P Moore will:
  - a. Help define scopes of work for the survey subconsultant consistent with the overall project objectives.
  - b. Coordinate schedules, deliverables, and technical interfaces between subconsultants and the broader design team.
  - c. Integrate subconsultant deliverables into the civil conceptual design package.

**Existing Conditions Information and Base Mapping**

The conceptual designs may be developed utilizing one of the following approaches, as directed by the City of Bentonville:

**Option 1 – Surveyor-Provided Survey**

Walter P Moore will coordinate with a Surveying Consultant to provide limited topographic and utility survey services sufficient to support conceptual roadway and intersection layouts.

Survey services may include:

- Existing topographic information
- Visible utility mapping
- Right-of-way and parcel information
- Existing roadway geometry
- Existing above-ground features relevant to conceptual design

Survey deliverables will be utilized solely for conceptual planning purposes and are not intended to constitute final design survey unless otherwise authorized.

**Option 2 – Walter P Moore Drone Aerial and LiDAR Support**

As an alternative to conventional survey, Walter P Moore may provide drone aerial photography and LiDAR data collection to support conceptual planning and layout development.

Drone and LiDAR services may include:

- Aerial orthophotography
- Concept-level surface modeling
- Existing roadway and terrain visualization
- Preliminary corridor mapping
- Existing feature identification visible from aerial data

This option is intended for conceptual planning purposes only and is not intended to replace final boundary, right-of-way, or design survey required for final engineering documents, property acquisition, or construction.

If drone/LiDAR data is utilized, the City acknowledges that conceptual exhibits and layouts will be based upon planning-level information and may require refinement during subsequent design phases.

**Planning and Administration**

- A. Walter P Moore will assist the City of Bentonville in development and refinement of conceptual roadway improvement alternatives for the identified adjacent area improvements.
- B. Walter P Moore will perform site visits to observe existing conditions and identify constraints or issues affecting the conceptual designs.
- C. Walter P Moore will meet with the City of Bentonville to discuss project objectives, roadway improvement concepts, traffic concerns, development coordination, and public infrastructure considerations.
- D. Walter P Moore will review available FEMA floodplain mapping and publicly available drainage information affecting the project areas.
- E. Walter P Moore will review available drainage infrastructure information and coordinate with the City regarding known drainage constraints affecting the conceptual improvements.
- F. Walter P Moore will attend regularly scheduled coordination meetings with the City of Bentonville. A total of three (3) meetings are included in the Basic Services fee. Additional meetings will be considered Additional Services unless otherwise authorized.

**Conceptual Civil Engineering Design Services**

- A. Walter P Moore will prepare conceptual civil engineering exhibits and planning-level roadway layouts for the identified adjacent area improvements.
- B. Conceptual improvements may include:
  - a. SE 5th Street realignment concepts – 2
    - i. Roundabout option
    - ii. Signalized option
  - b. Parkcrest Drive connection concept
  - c. SE 8th Street to SE 7th Street connection concept
- C. The conceptual design effort is intended to evaluate general feasibility, traffic operations, access considerations, and potential roadway configurations and is not intended to constitute final engineering design.
- D. Walter P Moore will provide conceptual drawings to the City of Bentonville for review at completion. Plans will generally consist of the following:

- a. Cover Sheet
- b. Sheet Index
- c. Existing Conditions Exhibit
- d. Conceptual Roadway Layout and Striping
- e. Conceptual Intersection Layout and Striping

E. Conceptual exhibits are intended for planning, coordination, and budgeting purposes only and shall not be considered final engineering, bidding, or construction documents.

## EXCLUSIONS TO BASIC CIVIL ENGINEERING SERVICES

These services are excluded because either the scope is still undefined, the work is not anticipated to be required, or the work is to be provided by others or another group within Walter P Moore from whom you have received a separate proposal. If it becomes necessary for Walter P Moore to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the Client, they will be performed for an additional fee on a time and expense basis in accordance with the executed Professional Service Agreement between The City of Bentonville and Walter P Moore or upon a fee basis established at such time as the scope of work is defined.

Specifically excluded services include:

- A. Pedestrian/Bike tunnel design and documentation
- B. Uncommon Development drive and/or roadway connections to East Battlefield Boulevard and East Central
- C. Bike trail design and documentation outside the limits of the
  - a. East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor
  - b. East Battlefield Boulevard from Paradise Way to Prairie Lane
  - c. Water Tower Road Corridor
- D. Lead for community/stake holder engagement town halls, open houses, and or workshops
  - a. Note: Walter P. Moore will support with this scope of work (if required) and has included 2 public meetings as part of the Base Services.
- E. Property acquisition services
  - a. Note: Walter P Moore will support with this scope of work (if required). Legal descriptions and easement exhibits are included for a number to be defined in the scope of services and others beyond the scoped amount will be provided using an established unit cost.
- F. Electrical Engineering
- G. Flood mitigation coordination and design
- H. Wetlands and environmental studies.
  - a. Note: Environmental services will be included only the East Central Ave, SW Moberly Lane, and East Battlefield roundabout.
- I. Geotechnical services for Package 2: Paradise Way to Prairie Lane. Walter P Moore will use previously provided geotechnical reports performed by Ollson for this portion of East Battlefield.
- J. Survey services for Package 2: Paradise Way and Prairie Lane. Walter P Moore will use previously provided survey performed by Blew and Associates for this portion of the East Battlefield.
- K. LOMR/CLOMR submittal
- L. 2D hydraulic modeling of the area

- M. Drainage Studies/Reports associated with residential and/or commercial developments adjacent the redevelopment of
  - a. East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor
  - b. East Battlefield Boulevard from Paradise Way to Prairie Lane
  - c. Water Tower Road Corridor Design of irrigation system or irrigation consulting
- N. Landscape Architecture
- O. Way Finding outside of regulatory, City of Bentonville, and MUTDC requirements
- P. Roundabout and/or Streetscape Artwork, Sculptures, and/or supporting foundations
- Q. Pedestrian/bike bridges
- R. Public street modifications outside the current identified scope of work
- S. Street and site lighting design and photometrics
- T. Design of retaining walls or site structure foundations including utility poles
  - a. This scope has not been defined.
- U. Design of public and private utility extensions outside the current identified scope of work
- V. Identification, relocation, redesign, or construction support associated with **unknown, unmapped, or inaccurately mapped utilities** discovered during construction.
- W. Sanitary sewer and storm sewer lift station design
- X. Design of franchise utilities.
  - a. Note: coordination and relocation of franchise utilities within the redevelopment of
    - i. East Central/SW Moberly Ln/East Battlefield Roundabout and East Battlefield to Paradise Way Corridor
    - ii. East Battlefield Boulevard from Paradise Way to Prairie Lane
    - iii. Water Tower Road Corridor
- Y. Preparation of utility relocation cost estimates, franchise agreements, reimbursement agreements, or negotiations with utility providers.
- Z. Investigation, remediation, monitoring, or management of hazardous materials, contaminated soils, groundwater, or environmental conditions beyond the defined environmental consultant scope.
- AA. Platting and/or replatting
- BB. Land and/or Right-of-Way acquisition
  - a. Note: Walter P. Moore will support with this scope of work (if required)
- CC. Encroachments agreements
- DD. ADA submittals, reviews, fees and proposals.

- EE. Contractor means, methods, sequencing, safety programs, site security, and traffic enforcement.
- FF. Redesign, re-phasing, or re-packaging of the project required due to funding changes, grant conditions, or City of Bentonville implementation strategy modifications.
- GG. Full time site representation during construction
- HH. Utility service abandonment
- II. Development of digital twins, asset management databases, or operations and maintenance systems beyond required public infrastructure as-built deliverables.
- JJ. Verification of contractor redlines or field records beyond reasonable engineering review.

APPENDIX C

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

**General Schedule Assumptions**

The durations identified below are approximate calendar-day durations intended for planning and scheduling purposes only. The schedule assumes timely reviews, responses, approvals, and coordination by the City of Bentonville, utility companies, regulatory agencies, and other third parties.

The schedule does not include delays associated with:

- Property acquisition
- Utility relocation by others
- Franchise utility design durations
- Extended agency review durations
- Environmental permitting delays
- Public opposition or appeals
- Scope changes requested after commencement of design

Certain tasks may occur concurrently where practical.

**Executive Fee Summary**

<b>Package Number and Description</b>	<b><u>Fee</u></b>
<b>Package No. 1 - East Central / SE Moberly / East Battlefield Roundabout and Battlefield Corridor to Paradise Way</b>	<b>\$2,332,100</b>
Reimbursables	\$ 26,500
<b>Package No. 2 - East Battlefield Boulevard from Paradise Way to Prairie Lane</b>	<b>\$ 905,000</b>
Reimbursables	\$ 12,000
<b>Package No. 1 - Water Tower Road Corridor</b>	<b>\$ 998,300</b>
Reimbursables	\$ 19,500
<b>Package No. 1 - Adjacent Areas</b>	<b>\$ 67,950</b>
Reimbursables	\$ 5,500
<b>Total Fees</b>	<b>\$4,303,350</b>
<b>Total Reimbursables</b>	<b>\$ 63,500</b>
<b>Total Fees including Reimbursables</b>	<b>\$4,366,850</b>

SUMMARY OF PROFESSIONAL SERVICE FEES

Fee Summary – Package No. 1

Fee

East Central / SE Moberly / East Battlefield Roundabout and Battlefield Corridor to Paradise Way	\$ 2,332,100
30% Construction Documents	\$ 449,350
60% Construction Documents	\$ 726,375
90% Construction Documents	\$ 443,000
100% Construction Documents	\$ 247,500
Bidding	\$ 48,875
Construction Administration	\$ 417,000
Estimated Reimbursable Expenses	\$ 26,500

DETAILED FEE BREAKDOWN PACKAGE 1

East Central / SE Moberly / East Battlefield Roundabout and Battlefield Corridor to Paradise

Scope of Service Pre Cast	Staff Hours	Fee Base	Fee Survey	Fee Environmental Consultant	Fee Geotechnical Engineering	Fee Civil Engineering	Fee Water Resources	Fee Traffic Engineering	Estimated Reimbursable Expenses
Survey Blev	240	\$ 47,950	\$ 47,950						\$ 5,000
Legal Descriptions & Exhibits	25	\$ 5,000	\$ 5,000						\$ 1,500
Environmental Constraints - ECCL	200	\$ 40,000		\$ 40,000					\$ 1,500
Geotechnical Engineering - Building & Earth	121	\$ 24,150			\$ 24,150				\$ 1,500
Civil Engineers - Walter P Moore	9,772	\$ 1,955,000				\$ 1,955,000			\$ 10,000
Water Resources - Walter P Moore	270	\$ 50,000					\$ 50,000		
Traffic Engineer - Walter P Moore	1,050	\$ 210,000						\$ 210,000	\$ 8,500
<b>Total Fee- All Services</b>	<b>11,661</b>	<b>\$ 2,332,100</b>	<b>\$ 52,950</b>	<b>\$ 40,000</b>	<b>\$ 24,150</b>	<b>\$1,955,000</b>	<b>\$ 60,000</b>	<b>\$ 210,000</b>	<b>\$ 26,500</b>
30% Construction Documents	2,247	\$ 449,350	\$ 52,950	\$ 40,000	\$ 24,150	\$ 293,250	\$ 7,500	\$ 31,500	
60% Construction Documents	3,632	\$ 726,375				\$ 635,375	\$ 17,500	\$ 73,500	
90% Construction Documents	2,215	\$ 443,000				\$ 391,000	\$ 10,000	\$ 42,000	
100% Construction Documents	1,238	\$ 247,500				\$ 195,500	\$ 10,000	\$ 42,000	
Bidding	244	\$ 48,875				\$ 48,875			
Construction Administration	2,085	\$ 417,000				\$ 391,000	\$ 5,000	\$ 21,000	
<b>Grand Total</b>	<b>11,661</b>	<b>2,332,100</b>	<b>\$ 52,950</b>	<b>\$ 40,000</b>	<b>\$ 24,150</b>	<b>\$1,955,000</b>	<b>\$ 60,000</b>	<b>\$ 210,000</b>	<b>\$ 26,500</b>

Reference

**Summary – Package No. 2**

East Battlefield Boulevard from Paradise Way to Prairie Lane		\$ 905,000
30% Construction Documents	\$152,750	
60% Construction Documents	\$269,500	
90% Construction Documents	\$177,000	
100% Construction Documents	\$ 96,500	
Bidding	\$ 40,250	
Construction Administration	\$169,000	
Estimated Reimbursable Expenses		\$ 12,000

**DETAILED FEE BREAKDOWN PACKAGE 1**

E East Battlefield Boulevard from Paradise Way to Prairie Lane

Scope of Service	Staff-Hours	Fee	Fee	Fee	Fee	Estimated
Pre Cast		Base	Survey	Civil Engineering	Traffic Engineering	Reimbursable Expenses
Survey Blew	75	\$ 15,000	\$ 15,000			\$ 2,000
Legal Descriptions & Exhibits	25	\$ 5,000	\$ 5,000			
Civil Engineer - Walter P Moore	3,925	\$ 785,000		\$ 785,000		\$ 5,000
Traffic Engineer - Walter P Moore	400	\$ 80,000			\$ 80,000	\$ 5,000
<b>Total Fee All Services</b>	<b>4,425</b>	<b>\$ 885,000</b>	<b>\$ 20,000</b>	<b>\$ 805,000</b>	<b>\$ 80,000</b>	<b>\$ 12,000</b>
30% Construction Documents	764	\$ 152,750	\$ 20,000	\$ 120,750	\$ 12,000	
60% Construction Documents	1,348	\$ 269,500		\$ 241,500	\$ 28,000	
90% Construction Documents	885	\$ 177,000		\$ 161,000	\$ 16,000	
100% Construction Documents	483	\$ 96,500		\$ 80,500	\$ 16,000	
Bidding	201	\$ 40,250		\$ 40,250		
Construction Administration	845	\$ 169,000		\$ 161,000	\$ 8,000	
<b>Grand Total</b>	<b>4,525</b>	<b>\$ 905,000</b>	<b>\$ 20,000</b>	<b>\$ 805,000</b>	<b>\$ 80,000</b>	<b>\$ 12,000</b>

**Fee Summary – Package No. 3**

**Fee**

Water Tower Road Corridor		\$ 998,300
30% Construction Documents	\$203,550	
60% Construction Documents	\$285,250	
90% Construction Documents	\$187,000	
100% Construction Documents	\$103,000	
Bidding	\$ 42,000	
Construction Administration	\$177,500	
Estimated Reimbursable Expenses		\$ 19,500

**DETAILED FEE BREAKDOWN PACKAGE 3**

Water Tower Road Corridor

Scope of Service Pre Cast	Staff	Fee Base	Fee Survey	Fee Geotechnical Engineering	Fee Civil Engineering	Fee Traffic Engineer	Estimated Reimbursable Expenses
Survey - DCI	225	\$ 45,000	\$ 45,000				\$ 3,000
Legal Descriptions and Exhibits for Future ROW and/or Permanent/Temporary Easements, or Vacations (\$)	13	\$ 2,500	\$ 2,500				
Parcel Impact Exhibits (\$)	19	\$ 3,750	\$ 3,750				
Geotechnical Engineering - Building & Earth	60	\$ 12,050		\$ 12,050			\$ 1,500
Civil Engineer - Walter P Moore	4,200	\$ 840,000			\$ 840,000		\$ 7,500
Traffic Engineer - Walter P Moore	475	\$ 95,000				\$ 95,000	\$ 7,500
<b>Total Fee All Services</b>	<b>4,992</b>	<b>\$ 998,300</b>	<b>\$ 51,250</b>	<b>\$ 12,050</b>	<b>\$ 840,000</b>	<b>\$ 95,000</b>	<b>\$ 19,500</b>
30% Construction Documents	1,018	\$ 203,550	\$ 51,250	\$ 12,050	\$ 126,000	\$ 14,250	
60% Construction Documents	1,426	\$ 285,250			\$ 252,000	\$ 33,250	
90% Construction Documents	935	\$ 187,000			\$ 168,000	\$ 19,000	
100% Construction Documents	515	\$ 103,000			\$ 84,000	\$ 19,000	
Bidding	210	\$ 42,000			\$ 42,000		
Construction Administration	888	\$ 177,500			\$ 168,000	\$ 9,500	
<b>Grand Total</b>	<b>4,992</b>	<b>\$ 998,300</b>		<b>\$ 12,050</b>	<b>\$ 840,000</b>	<b>\$ 95,000</b>	<b>\$ 19,500</b>

Contractor Provided Utility Potholing and Verification Budget Pricing- Crossland:

Description	Unit Price	Unit
Standard Potholing (2' x 2' x 7')	\$1,100	Each
Additional Depth (2' Increments)	\$100	Each
Additional Width (Full Depth, 1' Increments)	\$200	Each
Backfill with 3/4" Clean Rock	\$400	Each
Hard Surface Potholing	\$1,500	Each
Hard Surface Backfill	TBD	Each
Specialty Backfill or Restoration (Dirt, Grass Seed, Sod)	TBD	Each
Traffic Control	\$2,400	Day
Standby / Idle Time	\$250	Hour
Clean Water (1,000 Gallons)	\$100	Each
Disposal	\$100	Each
Remote Hose Use per Hole	\$100	Each

**Notes / Assumptions**

All mobilization and fuel costs are included in the standard potholing fees.

No charge for water or disposal if provided on-site by the Contractor or Owner.

If standard depth cannot be achieved due to rock or other subsurface limitations, one-half (50%) of the standard pothole fee will be charged for each unfinished pothole.

Unit pricing is based on normal site access and working conditions.

Additional traffic control, restoration, or specialty backfill requirements may result in additional charges.



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 VAC Truck Manager  
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[www.heavycontractors.com](http://www.heavycontractors.com)

Contractor Provided Utility Potholing and Verification Budget Pricing- Nabholz:

Hydrovac Services				
Description	Unit Rate	Unit	Assumed	Extended
Operator & Laborer	\$315.00	Hour	10	###000
Supervisor	\$150.00	Hour	3	\$450.00
Water Fill	\$75.00	Each	2	\$150.00
Dump Fee	\$50.00	Each	2	\$100.00
Mobilization	\$300.00	Per	1	\$300.00
Hydrovac Pump				####

Excavation / Backfill Services				
Description	Unit Rate	Unit	Assumed	Extended Cost
Supervisor	\$150.00	Hour	1	\$150.00
Operator	\$120.00	Hour	2	\$240.00
Backhoe	\$75.00	Hour	2	\$150.00
Backfill Material	\$300.00	Each	1	\$300.00
Excavation / Backfill				\$840.00

Daily Production Assumptions				
Item	Value			
Hydrovac Daily Cost	\$4,150.00			
Excavation / Backfill Cost	\$840.00			
<b>Total Daily Cost</b>	<b>\$4,990.00</b>			
Average Potholes Per Day	10			
Average Cost Per Pothole (Greenspace)	\$499.00			
10% Contractor Markup	1.1			
Budget Cost Per Pothole (Greenspace)	\$548.90			

Paved Area Restoration				
Description	Unit Rate	Unit	Quantity	Extended Cost
T-Patch Sawcut, Demo, Backfill & Pavement Restoration	\$25.00	SF	25	\$625.00
Traffic Control (Non-Lane Closure)		LS	1	\$140.00
<b>Total Pavement Restoration Cost</b>				<b>\$765.00</b>

Recommended Budget Pricing	
Service	Unit Cost
Utility Pothole Investigation - Greenspace	\$550 per pothole
Utility Pothole Investigation - Paved Area (Includes Restoration)	\$1,390 per pothole
Half-Day Minimum Mobilization	\$2,745
Full-Day Mobilization	\$4,990
Traffic Control - Non-Lane Closure	\$140 per occurrence
Pavement Restoration (T-Patch)	\$765 per pothole

Notes / Assumptions

1. Average production of ten (10) potholes per day.
2. Paved area pricing includes saw cutting, excavation, backfill, and pavement restoration.
3. Traffic control assumes shoulder work or non-lane closure operations.
4. Utility locates by others.
5. Quantities are planning-level budget estimates and may be
6. Unit pricing may be used by the City and Walter P Moore as an



**JUSTIN BELK**  
 Project Executive  
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**Fee Summary – Package No. 4**

**Fee**

Adjacent Areas

Concepts with Survey	\$67,950
Estimated Reimbursable Expenses	\$ 3,000
Concepts with LIDAR	\$56,000
Estimated Reimbursable Expenses	\$ 2,500

**DETAILED FEE BREAKDOWN PACKAGE 4**

Adjacent Areas

Scope of Service Pre Cast	Staff Hours*	Fee Base	Fee Survey	Fee LIDAR & Aerial	Fee Civil Engineering	Fee Traffic Engineering	Estimated Reimbursable Expenses
<b>Survey DCI</b>							
Alternate #1 - SE 5th ST Realignment		\$ 11,500	\$ 11,500				\$ 1,500
Alternate #2 - Parkcrest Drive Connection		\$ 5,700	\$ 5,700				\$ 750
Alternate #3 - Connection from SE 8th ST to SE 7 ST		\$ 8,750	\$ 8,750				\$ 750
<b>Draws LIDAR by WPM</b>							
Alternate #1 - SE 5th ST Realignment		\$ 6,000		\$ 6,000			\$ 1,500
Alternate #2 - Parkcrest Drive Connection		\$ 3,500		\$ 3,500			\$ 500
Alternate #3 - Connection from SE 8th ST to SE 7 ST		\$ 4,500		\$ 4,500			\$ 500
<b>Civil Engineer - Walter P Moore</b>							
Alternate #1 - SE 5th ST Realignment		\$ 10,000			\$ 10,000		
Alternate #2 - Parkcrest Drive Connection		\$ 3,500			\$ 3,500		
Alternate #3 - Connection from SE 8th ST to SE 7 ST		\$ 3,500			\$ 3,500		
<b>Traffic Engineer - Walter P Moore</b>							
Alternate #1 - SE 5th ST Realignment		\$ 18,000				\$ 18,000	
Alternate #2 - Parkcrest Drive Connection		\$ 3,500				\$ 3,500	
Alternate #3 - Connection from SE 8th ST to SE 7 ST		\$ 3,500				\$ 3,500	
<b>Total Fee All Services</b>			\$ 25,950	\$ 14,000	\$ 17,000	\$ 25,000	
<b>Grand Total with Survey Services</b>	\$ 340	67,950					\$ 3,000
<b>Grand Total with LIDAR</b>	\$ 280	56,000					\$ 2,500

**SCHEDULE OF SERVICES, KEY MILESTONES, AND DURATIONS for**

- Package No. 1 - East Central / SE Moberly / East Battlefield Roundabout and Battlefield Corridor to Paradise Way
- Package No. 2 - East Battlefield Boulevard from Paradise Way to Prairie Lane
- Package No. 3 - Water Tower Road Corridor

<b>Task / Milestone</b>	<b>Duration (Days)</b>	<b>Running Days</b>
Notice to Proceed / Project Kickoff	8	8
Existing Data Collection, Survey, Utility Mapping, Environmental, and Geotechnical	56	64
Pre-App Meeting / Comment Resolution / 30% Design Development	60	124
Internal QA/QC Review – 30%	7	131
30% COB Submittal	1	132
COB Review / Comment Response / 60% Design Development	75	207
Internal QA/QC Review – 60%	7	214
60% COB Submittal	1	215
COB Technical Commission / ROW Exhibits / Comment Response / 90% Design Development	75	290
Internal QA/QC Review – 90%	7	297
90% COB Submittal	1	298
COB Final Review and Approval	21	319
Utility Packages Approved by COB for ADH Submittal	7	326
1st ADH Submittal and Review	30	356
ADH Comment Response and Resubmittal	14	370
2nd ADH Review	30	400
Final ADH Comment Resolution / Final Resubmittal	14	414
Final ADH Approval	21	435
Engineer’s Final Opinion of Probable Cost Approval by COB	7	442
Letter of Credit / Financial Security Coordination	14	456
Request COB Pre-Construction Meeting	7	463
COB Pre-Construction Meeting	7	470
Final Signed Plans / 100% IFC Issuance	7	477



SCALE: 1" = 150'



Walter P. Moore and Associates, Inc.  
1301 McKinney, Suite 1100  
Houston, Texas 77010

713.630.7300

## HEARTLAND

### INTERIM REVIEW ONLY

Document Incomplete: Not intended for permit or construction.

Engineer: **SETH D. FRANKS, P.E.**

P.E. Serial No: 126258

Date: **DECEMBER 15, 2025**

Walter P. Moore and Associates, Inc.  
ISPE Firm Registration No. 1856

NO.	DATE	REVISION
.	mm-dd-yyyy	[ description ]

PROJECT NO.			
M03-25030-00			
DESIGNED BY	REVIEWED BY	DRAWN BY	
WPM	SDF	DPC	
ORIGINAL ISSUE	DATE		
SCHEMATIC DESIGN	12-15-2025		

### OPTION 3 - WITHOUT BATTLEFIELD

X.X

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH WALTER P. MOORE & ASSOCIATES, INC., IN THE AMOUNT OF FOUR MILLION THREE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED TWENTY DOLLARS (\$4,356,120.00), FOR THE DESIGN SERVICES; AND FOR OTHER PURPOSES.**

**WHEREAS**, Walter P. Moore & Associates, Inc., will provide design services and management for East Battlefield and Central, East Battlefield, Water Tower Road Phase III, and adjacent area improvements;

**WHEREAS**, this firm was selected in accordance with the City's Purchasing Policy; and

**WHEREAS**, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Walter P. Moore & Associates Inc., in the amount of four million three hundred fifty-six thousand one hundred twenty dollars (\$4,356,120.00) for design and management services;

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**



**Consent Agenda Item**

**For the City Council meeting on June 9, 2026**

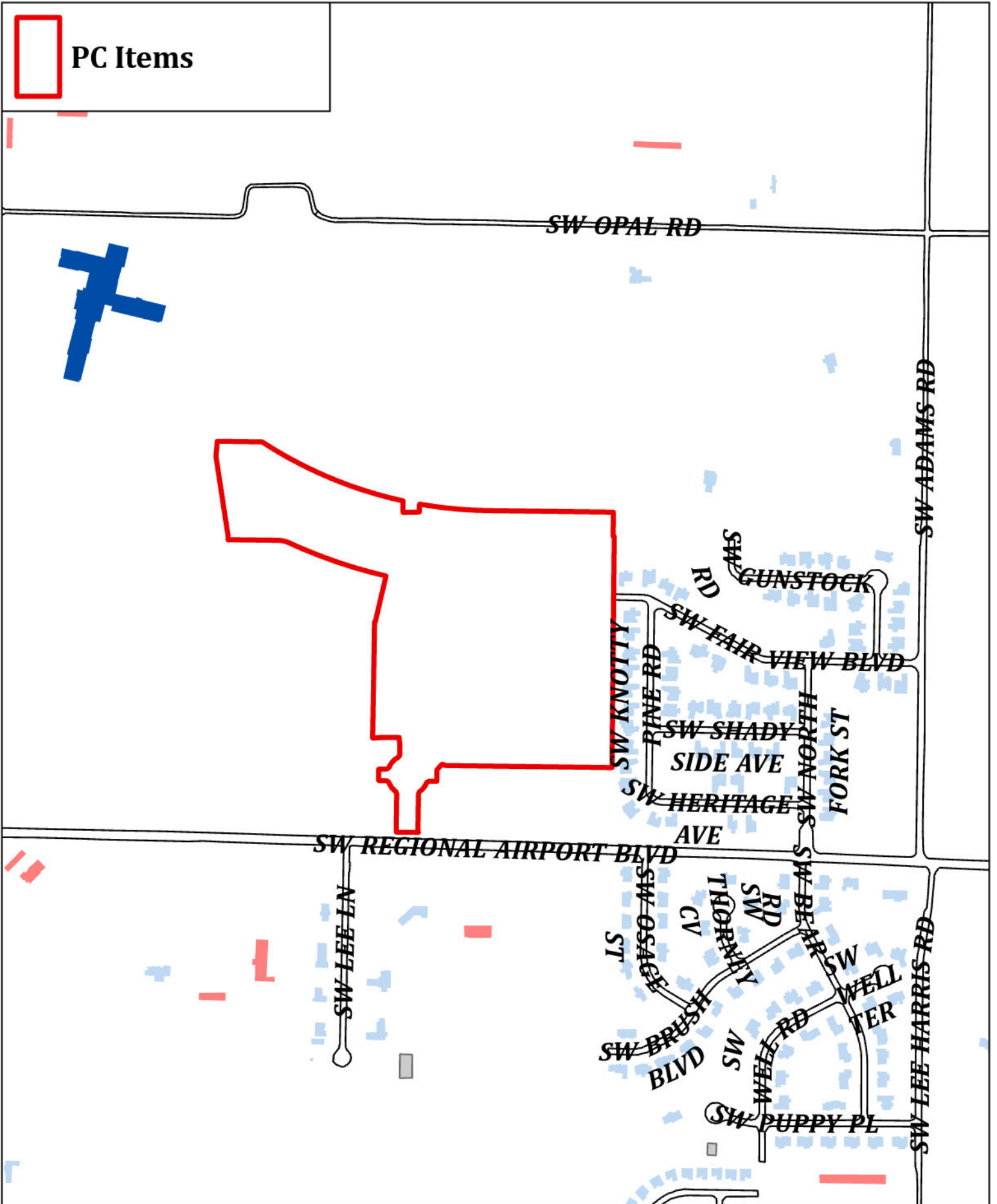
**Details**

**Final Plat of Opal Park, Phase 1, FP25-0011**

A final plat of Opal Park, Phase 1. All public streets and easements are dedicated as shown on the plat. The preliminary plat, approved on 12/2/25 consists of 104 lots: (4) POA amenity lots, (2) detention pond lots, (38) single family detached lots, and (60) townhome lots.



PC Items



FP25-0011  
Opal Park Phase 1  
SW Regional Airport Blvd



# OPAL PARK SUBDIVISION PHASE I, A PART OF LOT 2 OF OPAL SUBDIVISION, IN BENTONVILLE, ARKANSAS



OPAL PARK PHASE I DESCRIPTION  
 A PART OF LOT NUMBER 2 OF OPAL SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2017 AT PAGE 462 IN THE RECORDS OF BENTON COUNTY, ARKANSAS. LOCATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, OF THE 5TH PRINCIPAL MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, A POINT IN THE EAST LINE OF SAID SW/4; THENCE WITH THE EAST BOUNDARY OF SAID LOT SOUTH 02°19'45" WEST, A DISTANCE OF 1185.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EAST BOUNDARY THE FOLLOWING SIX (6) CALLS: (1) ALONG SAID EAST LINE OF THE SW/4 SOUTH 02°19'45" WEST, A DISTANCE OF 102.26 FEET TO A CAPPED 5/8" REBAR EMBOSSED 'LS 992' AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4) OF SAID SW/4; (2) LEAVING SAID EAST LINE SOUTH 87°07'43" EAST, A DISTANCE OF 4.72 FEET TO THE NORTHWEST CORNER OF NORTH FORK ADDITION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2006 AT PAGE 124; (3) ALONG THE WEST BOUNDARY OF SAID NORTH FORK ADDITION SOUTH 01°45'11" WEST, A DISTANCE OF 283.46 FEET; (4) CONTINUING ALONG SAID WEST BOUNDARY SOUTH 02°25'23" WEST, A DISTANCE OF 329.97 FEET TO A 5/8" REBAR; (5) CONTINUING ALONG SAID WEST BOUNDARY SOUTH 01°53'23" WEST, A DISTANCE OF 240.00 FEET; (6) CONTINUING ALONG SAID WEST BOUNDARY SOUTH 02°56'35" WEST, A DISTANCE OF 129.00 FEET; THENCE DEPARTING SAID EAST BOUNDARY AND ALONG THE SOUTH BOUNDARY OF HEREIN DESCRIBED PHASE I FOR THE FOLLOWING EIGHTEEN (18) CALLS: (1) NORTH 87°40'15" WEST, A DISTANCE OF 6.89 FEET; (2) SOUTH 02°19'45" WEST, 0.50 FEET; (3) NORTH 87°40'15" WEST, 12.00 FEET TO A TANGENT CURVE TO THE LEFT; (4) 23.56 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND SUBTENDED BY A CHORD BEARING SOUTH 47°19'45" WEST - 21.21 FEET TO A POINT OF TANGENCY; (5) SOUTH 02°19'45" WEST, A DISTANCE OF 3.51 FEET; (6) NORTH 87°39'49" EAST, A DISTANCE OF 28.00 FEET; (7) NORTH 02°19'45" EAST, A DISTANCE OF 3.50 FEET TO A TANGENT CURVE TO THE LEFT; (8) 23.56 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND SUBTENDED BY A CHORD BEARING NORTH 42°40'15" WEST - 21.21 FEET; (9) RADIAL TO SAID CURVE NORTH 02°19'45" EAST, A DISTANCE OF 0.50 FEET; (10) NORTH 87°40'15" WEST, A DISTANCE OF 624.70 FEET TO A TANGENT CURVE TO THE RIGHT; (11) 23.07 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 37°45'54" AND SUBTENDED BY A CHORD BEARING NORTH 68°47'18" WEST - 22.65 FEET; (12) RADIAL TO SAID CURVE SOUTH 40°05'39" WEST, A DISTANCE OF 32.68 FEET; (13) SOUTH 02°19'45" WEST, A DISTANCE OF 49.00 FEET; (14) NORTH 87°40'15" WEST, A DISTANCE OF 27.79 FEET TO A TANGENT CURVE TO THE LEFT; (15) 21.73 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 65°31'32" AND SUBTENDED BY A CHORD BEARING SOUTH 59°33'59" WEST - 20.56 FEET TO A REVERSING CURVE TO THE RIGHT; (16) 40.95 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 27°16'45" EAST AND SUBTENDED BY A CHORD BEARING SOUTH 40°26'35" WEST - 40.56 FEET TO A REVERSING CURVE TO THE LEFT; (17) 17.16 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 51°45'12" AND SUBTENDED BY A CHORD BEARING SOUTH 28°12'22" WEST - 16.58 FEET TO A POINT OF TANGENCY; (18) SOUTH 02°19'45" WEST, A DISTANCE OF 161.89 FEET TO THE SOUTH BOUNDARY OF AFOREMENTIONED LOT 2; THENCE ALONG SAID SOUTH BOUNDARY NORTH 86°42'00" WEST, 92.02 FEET TO A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE WEST BOUNDARY OF HEREIN DESCRIBED PHASE I THE FOLLOWING THIRTY-FIVE (35) CALLS: (1) 0.26 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 01°04'35" AND SUBTENDED BY A CHORD BEARING NORTH 02°52'03" EAST - 0.26 FEET TO A POINT OF TANGENCY; (2) NORTH 02°19'45" EAST, 160.07 FEET TO A TANGENT CURVE TO THE LEFT; (3) 17.16 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 51°45'12" AND SUBTENDED BY A CHORD BEARING NORTH 23°32'51" WEST - 16.58 FEET TO A REVERSING CURVE TO THE RIGHT; (4) 40.95 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 27°16'45" AND SUBTENDED BY A CHORD BEARING NORTH 35°47'04" WEST - 40.56 FEET TO A REVERSING CURVE TO THE LEFT; (5) 21.73 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 65°31'32" AND SUBTENDED BY A CHORD BEARING NORTH 54°54'28" WEST - 20.56 FEET TO A POINT OF TANGENCY; (6) NORTH 87°40'15" WEST, A DISTANCE OF 28.30 FEET; (7) NORTH 02°19'45" EAST, A DISTANCE OF 49.00 FEET; (8) SOUTH 87°40'15" EAST, A DISTANCE OF 28.30 FEET TO A TANGENT CURVE TO THE LEFT; (9) 21.73 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 65°31'32" AND SUBTENDED BY A CHORD BEARING NORTH 59°33'59" EAST - 20.56 FEET TO A REVERSING CURVE TO THE RIGHT; (10) 51.90 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 86.00 FEET, A CENTRAL ANGLE OF 34°34'33" AND SUBTENDED BY A CHORD BEARING NORTH 44°05'30" EAST - 51.11 FEET TO A REVERSING CURVE TO THE LEFT; (11) 19.58 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 59°03'01" AND SUBTENDED BY A CHORD BEARING NORTH 31°51'16" EAST - 18.73 FEET TO A POINT OF TANGENCY; (12) NORTH 02°19'45" EAST, A DISTANCE OF 35.65 FEET TO A TANGENT CURVE TO THE LEFT; (13) 3.83 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 08°46'26" AND SUBTENDED BY A CHORD BEARING NORTH 02°03'28" WEST - 3.82 FEET TO A POINT OF TANGENCY; (14) NORTH 06°26'41" WEST, A DISTANCE OF 15.63 FEET TO A TANGENT CURVE TO THE RIGHT; (15) 5.36 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 08°46'26" AND SUBTENDED BY A CHORD BEARING NORTH 02°03'28" WEST - 5.35 FEET TO A POINT OF TANGENCY; (16) NORTH 02°19'45" EAST, A DISTANCE OF 3.71 FEET TO A NON-TANGENT CURVE TO THE RIGHT; (17) 11.32 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 43°14'09" AND SUBTENDED BY A CHORD BEARING NORTH 63°42'55" WEST - 11.05 FEET TO A REVERSING CURVE TO THE LEFT; (18) 1.72 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.00 FEET, A CENTRAL ANGLE OF 19°43'46" AND SUBTENDED BY A CHORD BEARING NORTH 51°57'44" WEST - 1.71 FEET; (19) NORTH 87°40'15" WEST, A DISTANCE OF 50.52 FEET TO A TANGENT CURVE TO THE LEFT; (20) 6.60 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 05°02'45" AND SUBTENDED BY A CHORD BEARING SOUTH 89°48'23" WEST - 6.60 FEET TO A POINT OF TANGENCY; (21) SOUTH 87°17'01" WEST, A DISTANCE OF 21.81 FEET; (22) SOUTH 87°43'22" WEST, A DISTANCE OF 22.30 FEET; (23) NORTH 87°40'15" WEST, A DISTANCE OF 36.76 FEET; (24) NORTH 02°19'45" EAST, A DISTANCE OF 58.00 FEET; (25) SOUTH 87°40'15" EAST, A DISTANCE OF 37.60 FEET; (26) NORTH 02°19'45" EAST, A DISTANCE OF 70.00 FEET TO A TANGENT CURVE TO THE LEFT; (27) 23.56 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND SUBTENDED BY A CHORD BEARING NORTH 42°40'15" WEST - 21.21 FEET; (28) RADIAL TO SAID CURVE NORTH 02°19'45" EAST, A DISTANCE OF 20.00 FEET TO A NON-TANGENT CURVE TO THE LEFT; (29) 23.56 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00" AND CHORD BEARING NORTH 47°19'45" EAST - 21.21 FEET TO A POINT OF TANGENCY; (30) NORTH 02°19'45" EAST, A DISTANCE OF 318.45 FEET; (31) NORTH 15°21'44" EAST, A DISTANCE OF 49.50 FEET; (32) NORTH 19°19'54" EAST, A DISTANCE OF 148.92 FEET TO A NON-TANGENT CURVE TO THE RIGHT; (33) 442.62 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 2175.00 FEET, A CENTRAL ANGLE OF 11°39'36" AND SUBTENDED BY A CHORD BEARING NORTH 69°38'41" WEST - 441.86 FEET TO A REVERSING CURVE TO THE LEFT; (34) 52.05 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 23°51'21" AND SUBTENDED BY A CHORD BEARING NORTH 75°44'34" WEST - 51.67 FEET TO A POINT OF TANGENCY; (35) NORTH 87°40'15" WEST, A DISTANCE OF 210.02 FEET TO THE WEST BOUNDARY OF AFOREMENTIONED LOT 2; THENCE ALONG SAID WEST BOUNDARY THE FOLLOWING THREE (3) CALLS: (1) NORTH 03°09'29" EAST, A DISTANCE OF 13.68 FEET TO A 1/2" YELLOW CAPPED REBAR; (2) NORTH 07°03'50" WEST, A DISTANCE OF 343.36 FEET TO A 1/2" YELLOW CAPPED REBAR; (3) NORTH 06°18'37" EAST, A DISTANCE OF 64.82 FEET TO THE NORTH BOUNDARY OF HEREIN DESCRIBED PHASE I; THENCE ALONG SAID NORTH BOUNDARY THE FOLLOWING EIGHT (8) CALLS: (1) SOUTH 87°40'15" EAST, A DISTANCE OF 190.74 FEET TO A NON-TANGENT CURVE TO THE LEFT; (2) 5.06 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 03°51'48" AND SUBTENDED BY A CHORD BEARING SOUTH 53°33'25" EAST - 5.06 FEET TO A COMPOUND CURVE TO THE LEFT; (3) 647.11 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 20°35'54" AND SUBTENDED BY A CHORD BEARING SOUTH 65°47'15" EAST - 643.64 FEET; (4) SOUTH 02°19'45" WEST, A DISTANCE OF 46.58 FEET; (5) SOUTH 87°40'15" EAST, A DISTANCE OF 70.00 FEET; (6) NORTH 02°19'45" EAST, A DISTANCE OF 33.67 FEET TO A NON-TANGENT CURVE TO THE LEFT; (7) 292.73 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 1800.00 FEET, A CENTRAL ANGLE OF 09°19'05" AND SUBTENDED BY A CHORD BEARING SOUTH 83°00'42" EAST - 292.41 FEET TO A POINT OF TANGENCY; (8) SOUTH 87°40'15" EAST, A DISTANCE OF 532.45 TO THE POINT OF BEGINNING AND CONTAINING 31.59 ACRES MORE OR LESS.

**SURVEY NOTES:**

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

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

ACCORDING TO THE CITY OF BENTONVILLE GIS WEB SITE THE PROPERTY SURVEYED IS ZONED PUD.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING DEED AND PLAT AND NO OTHERS: DEED RECORD L202138662 AND PLAT BOOK 2017 PAGE 462.

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

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

NO PART OF THIS PROPERTY IS IN FLOOD ZONE "A" OR "AE", AND NONE OF THE PROPERTY IS INSIDE THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S FIRM PANEL NUMBER 05007C0235K, EFFECTIVE DATE JUNE 04, 2012.

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

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

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

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

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

BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND 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 RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.

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

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

CERTIFICATE OF APPROVAL FOR 5-FOOT WIDE PRIVATE UTILITY EASEMENT  
 ACCEPTED BY BENTONVILLE ELECTRIC DEPARTMENT.

DATE OF EXECUTION: \_\_\_\_\_  
 SIGNED \_\_\_\_\_

OWNER:  
 BUFFINGTON BARON, LLC  
 500 TIGER BOULEVARD  
 BENTONVILLE AR 72712-4208



VICINITY MAP NTS

CERTIFICATE OF OWNERSHIP PARCEL 01-18081-000  
 WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC THE STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: \_\_\_\_\_

BY: \_\_\_\_\_  
 BUFFINGTON BARON INC.  
 (PRINT)

SOURCE OF TITLE: DEED RECORD L202138662

STATE OF ARKANSAS }  
 COUNTY OF BENTON } SS  
 SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026  
 MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

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

DATE OF EXECUTION: \_\_\_\_\_

SIGNED \_\_\_\_\_  
 BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED \_\_\_\_\_  
 MAYOR CITY OF BENTONVILLE

SIGNED \_\_\_\_\_  
 CITY CLERK, CITY OF BENTONVILLE

**CERTIFICATE OF SURVEYING ACCURACY**

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

DATE OF EXECUTION: \_\_\_\_\_  
 CRAFTON, TULL & ASSOCIATES, INC.  
 BY: \_\_\_\_\_ (AGENT)

SIGNED: \_\_\_\_\_  
 MARK A. MEADOR (AGENT)  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 1304  
 STATE OF ARKANSAS

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

RECORD INFORMATION

STATE PLAT CODE:  
 500-19N-31W-0-16-203-04-1304

SEAL  
**For Review**  
 03/27/2026 1:12:55 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE I  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 04-22-2025  
 PROJECT NO: 21300200  
 CONTACT: M. MEADOR

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

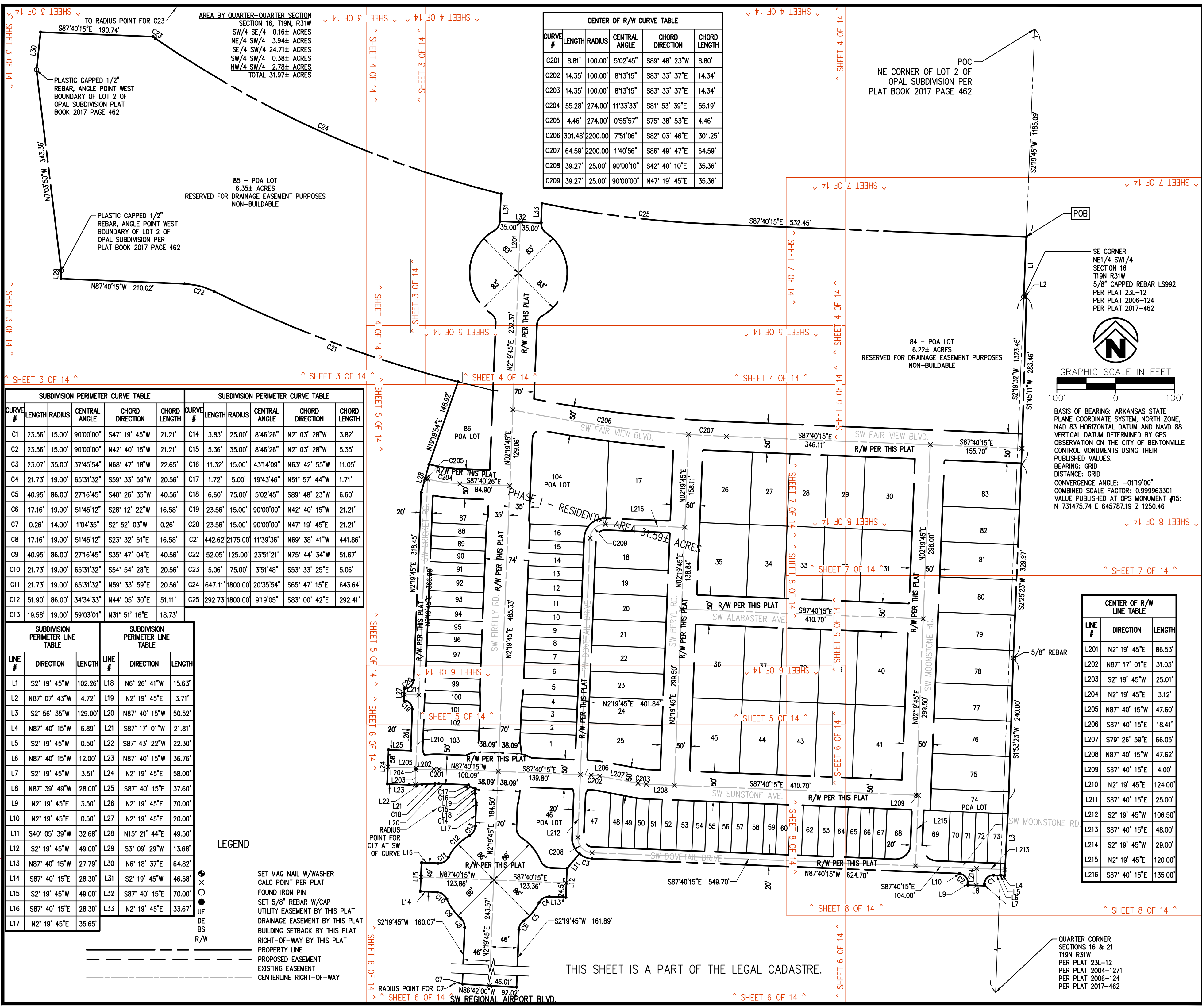
CERTIFICATE OF AUTHORIZATION  
  
 © 2026 Crafton, Tull & Associates, Inc.

DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-28-2025
3	CITY COMMENTS LEGEND CORNER MARKERS	11-03-2025
4	PRIVATE EASEMENTS	12-09-2025

SHEET NO.:  
 1 OF 14  
 FP25-0011

ATLAS PAGE: 522  
 CITY OF BENTONVILLE PROJECT NUMBER: PP23-0003 FP25-0011

DRAWING: G:\21300200\_SWIREGIONAL\INSTRUMENTS\SURVEY\DWG\21300200\_FINAL\PLAT.DWG  
 LAYOUT: 1 OF 14, LAST SAVED: TC3559, 3/27/2026 12:54:11 PM  
 LAST PLOTTED BY: TAYLOR.CAMPBELL, 3/27/2026 12:55:38 PM (PLOTTED BY: "VALID ON HARD COPY ONLY")



CENTER OF R/W CURVE TABLE

CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C201	8.81'	100.00'	5'02'45"	S89° 48' 23"W	8.80'
C202	14.35'	100.00'	8'13'15"	S83° 33' 37"E	14.34'
C203	14.35'	100.00'	8'13'15"	S83° 33' 37"E	14.34'
C204	55.28'	274.00'	11'33'33"	S81° 53' 39"E	55.19'
C205	4.46'	274.00'	0'55'57"	S75° 38' 53"E	4.46'
C206	301.48'	2200.00'	7'51'06"	S82° 03' 46"E	301.25'
C207	64.59'	2200.00'	1'40'56"	S86° 49' 47"E	64.59'
C208	39.27'	25.00'	90'00'10"	S42° 40' 10"E	35.36'
C209	39.27'	25.00'	90'00'00"	N47° 19' 45"E	35.36'

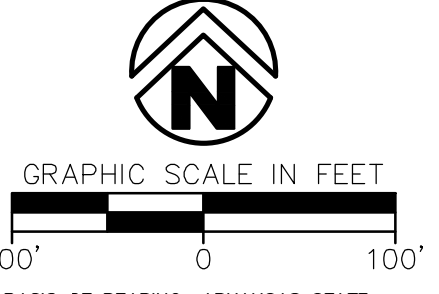
AREA BY QUARTER-QUARTER SECTION SECTION 16, T19N, R31W  
 SW/4 SE/4 0.16± ACRES  
 NE/4 SW/4 3.94± ACRES  
 SE/4 SW/4 24.71± ACRES  
 SW/4 SW/4 0.38± ACRES  
 NW/4 SW/4 2.78± ACRES  
 TOTAL 31.97± ACRES

85 - POA LOT  
 6.35± ACRES  
 RESERVED FOR DRAINAGE EASEMENT PURPOSES  
 NON-BUILDABLE

POC  
 NE CORNER OF LOT 2 OF  
 OPAL SUBDIVISION PER  
 PLAT BOOK 2017 PAGE 462

84 - POA LOT  
 6.22± ACRES  
 RESERVED FOR DRAINAGE EASEMENT PURPOSES  
 NON-BUILDABLE

SE CORNER  
 NE1/4 SW1/4  
 SECTION 16  
 T19N R31W  
 5/8" CAPPED REBAR LS992  
 PER PLAT 23L-12  
 PER PLAT 2006-124  
 PER PLAT 2017-462



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15:  
 N 731475.74 E 645787.19 Z 1250.46

SUBDIVISION PERIMETER CURVE TABLE

CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	23.56'	15.00'	90'00'00"	S47° 19' 45"W	21.21'
C2	23.56'	15.00'	90'00'00"	N42° 40' 15"W	21.21'
C3	23.07'	35.00'	37'45'54"	N68° 47' 18"W	22.65'
C4	21.73'	19.00'	65'31'32"	S59° 33' 59"W	20.56'
C5	40.95'	86.00'	27'16'45"	S40° 26' 35"W	40.56'
C6	17.16'	19.00'	51'45'12"	S28° 12' 22"W	16.58'
C7	0.26'	14.00'	1'04'35"	S2° 52' 03"W	0.26'
C8	17.16'	19.00'	51'45'12"	S23° 32' 51"E	16.58'
C9	40.95'	86.00'	27'16'45"	S35° 47' 04"E	40.56'
C10	21.73'	19.00'	65'31'32"	S54° 54' 28"E	20.56'
C11	21.73'	19.00'	65'31'32"	N59° 33' 59"E	20.56'
C12	51.90'	86.00'	34'34'33"	N44° 05' 30"E	51.11'
C13	19.58'	19.00'	59'03'01"	N31° 51' 16"E	18.73'

SUBDIVISION PERIMETER LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S2° 19' 45"W	102.26'
L2	N87° 07' 43"W	4.72'
L3	S2° 56' 35"W	129.00'
L4	N87° 40' 15"W	6.89'
L5	S2° 19' 45"W	0.50'
L6	N87° 40' 15"W	12.00'
L7	S2° 19' 45"W	3.51'
L8	N87° 39' 49"W	28.00'
L9	N2° 19' 45"E	3.50'
L10	N2° 19' 45"E	0.50'
L11	S40° 05' 39"W	32.68'
L12	S2° 19' 45"W	49.00'
L13	N87° 40' 15"W	27.79'
L14	S87° 40' 15"E	28.30'
L15	S2° 19' 45"W	49.00'
L16	S87° 40' 15"E	28.30'
L17	N2° 19' 45"E	35.65'

LEGEND

- SET MAG NAIL W/WASHER
- CALC POINT PER PLAT
- FOUND IRON PIN
- SET 5/8" REBAR W/CAP
- UTILITY EASEMENT BY THIS PLAT
- DRAINAGE EASEMENT BY THIS PLAT
- BUILDING SETBACK BY THIS PLAT
- RIGHT-OF-WAY BY THIS PLAT
- PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- CENTERLINE RIGHT-OF-WAY

CENTER OF R/W LINE TABLE

LINE #	DIRECTION	LENGTH
L201	N2° 19' 45"E	86.53'
L202	N87° 17' 01"E	31.03'
L203	S2° 19' 45"W	25.01'
L204	N2° 19' 45"E	3.12'
L205	N87° 40' 15"W	47.60'
L206	S87° 40' 15"E	18.41'
L207	S79° 26' 59"E	66.05'
L208	N87° 40' 15"W	47.62'
L209	S87° 40' 15"E	4.00'
L210	N2° 19' 45"E	124.00'
L211	S87° 40' 15"E	25.00'
L212	S2° 19' 45"W	106.50'
L213	S87° 40' 15"E	48.00'
L214	S2° 19' 45"W	29.00'
L215	N2° 19' 45"E	120.00'
L216	S87° 40' 15"E	135.00'

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-16-203-04-1304

SEAL

**For Review**  
03/27/2026 1:13:09 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE I  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 09/11/2025  
 PROJECT NO: 21300200  
 CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

**Crafton Tull**  
 479.636.4838  
 www.craftontull.com

CERTIFICATE OF AUTHORIZATION  
 CRAFTON TULL & ASSOCIATES, INC.  
 No. 107  
 ARKANSAS ENGINEER

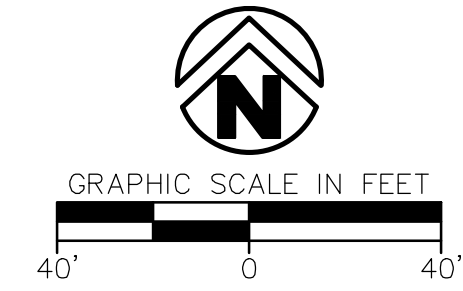
DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-27-2025
3	CITY COMMENTS	11-03-2025
4	STREET NAME	12-09-2025
5	DRAINAGE EASEMENT LOTS	02-12-2026
6	CITY COMMENTS	03-25-2026

SHEET NO.:  
FP25-0011

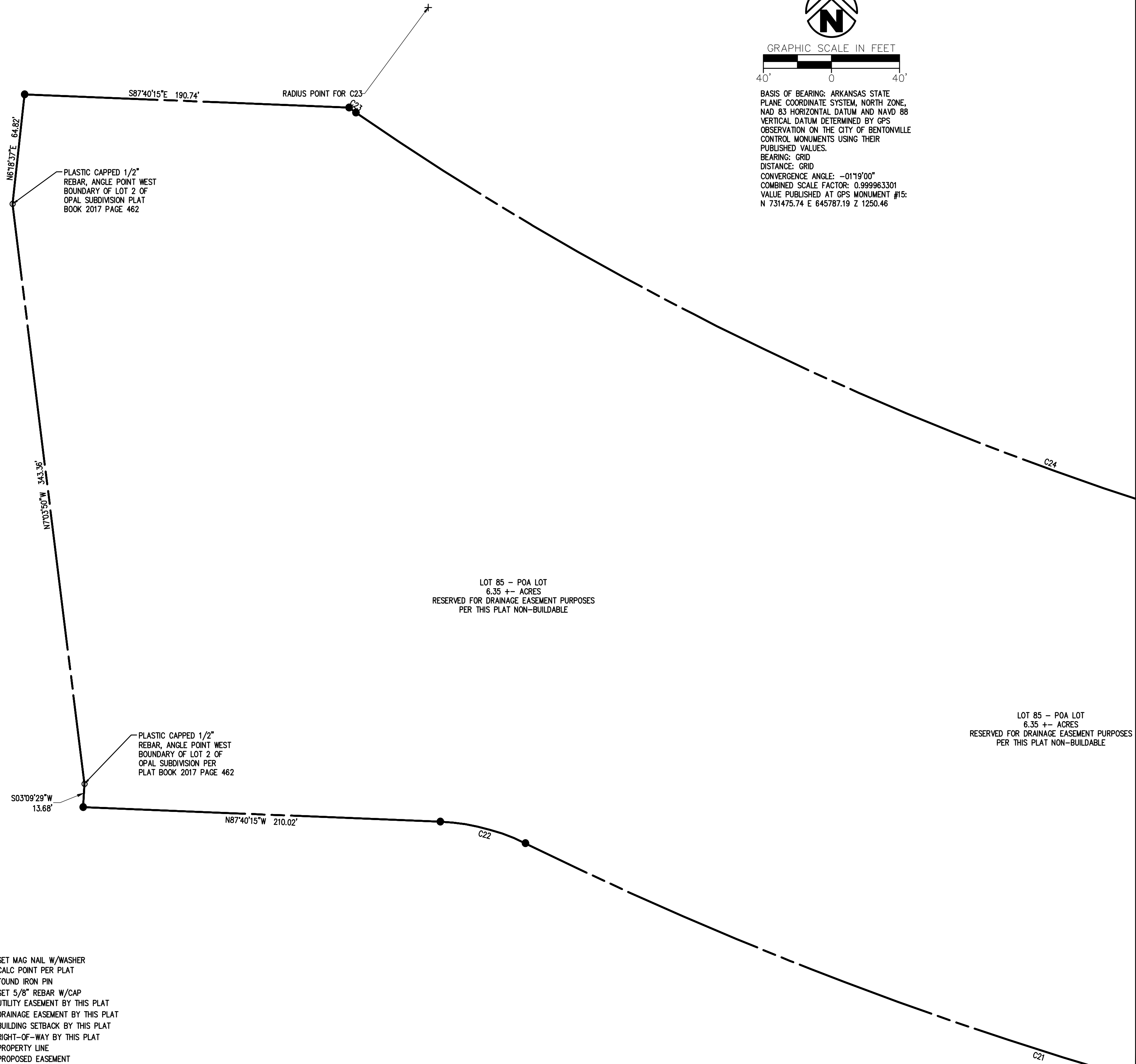
**2 OF 14**

THIS SHEET IS A PART OF THE LEGAL CADASTRE.

THIS SHEET IS A PART OF THE LEGAL CADASTRE.



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15:  
 N 731475.74 E 645787.19 Z 1250.46



LEGEND

- ⊕ SET MAG NAIL W/WASHER
- ⊙ CALC POINT PER PLAT
- FOUND IRON PIN
- SET 5/8" REBAR W/CAP
- UE UTILITY EASEMENT BY THIS PLAT
- DE DRAINAGE EASEMENT BY THIS PLAT
- BS BUILDING SETBACK BY THIS PLAT
- R/W RIGHT-OF-WAY BY THIS PLAT
- PROPERTY LINE
- - - PROPOSED EASEMENT
- · - · - EXISTING EASEMENT
- · - · - CENTERLINE RIGHT-OF-WAY

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-16-203-04-1304

SEAL  
**For Review**  
03/27/2026 1:13:15 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 04-29-2025  
PROJECT NO: 21300200  
CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
Rogers, Arkansas 72756

479.636.4838  
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

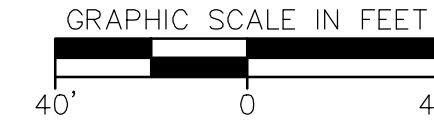
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DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENT	10-27-2025
3	LEGEND	11-03-2025
4	DRAINAGE EASEMENT LOTS	02-12-2026
5	CITY COMMENTS	03-25-2026

SHEET NO.:  
**3 OF 14**  
FP25-0011

DRAWING: G:\21300200\_SWIRREGONAL\INSTRUMENTS\SURVEY\DWG\21300200\_FINAL\PLAT\PLAT.DWG  
LAYOUT: 3 OF 14, LAST SAVED: TC:3559, 3/27/2026 12:54:11 PM  
LAST PLOTTED BY: TAYLOR, CARPENTER, 3/27/2026 12:55:43 PM (PLOTTED BY: "VALID ON HARD COPY ONLY")

THIS SHEET IS A PART OF THE LEGAL CADASTRE.



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15:  
 N 731475.74 E 645787.19 Z 1250.46

LEGEND

- ⊙ SET MAG NAIL W/WASHER
- × CALC POINT PER PLAT
- FOUND IRON PIN
- SET 5/8" REBAR W/CAP
- UE UTILITY EASEMENT BY THIS PLAT
- DE DRAINAGE EASEMENT BY THIS PLAT
- BS BUILDING SETBACK BY THIS PLAT
- R/W RIGHT-OF-WAY BY THIS PLAT
- PROPERTY LINE
- - - PROPOSED EASEMENT
- · · EXISTING EASEMENT
- · - CENTERLINE RIGHT-OF-WAY

RECORD INFORMATION

STATE PLAT CODE:  
 500-19N-31W-0-16-203-04-1304

SEAL

For Review

03/27/2026 1:13:20 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 12-09-2025  
 PROJECT NO: 21300200  
 CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

Crafton Tull

479.636.4838 | www.craftontull.com

CERTIFICATE OF AUTHORIZATION

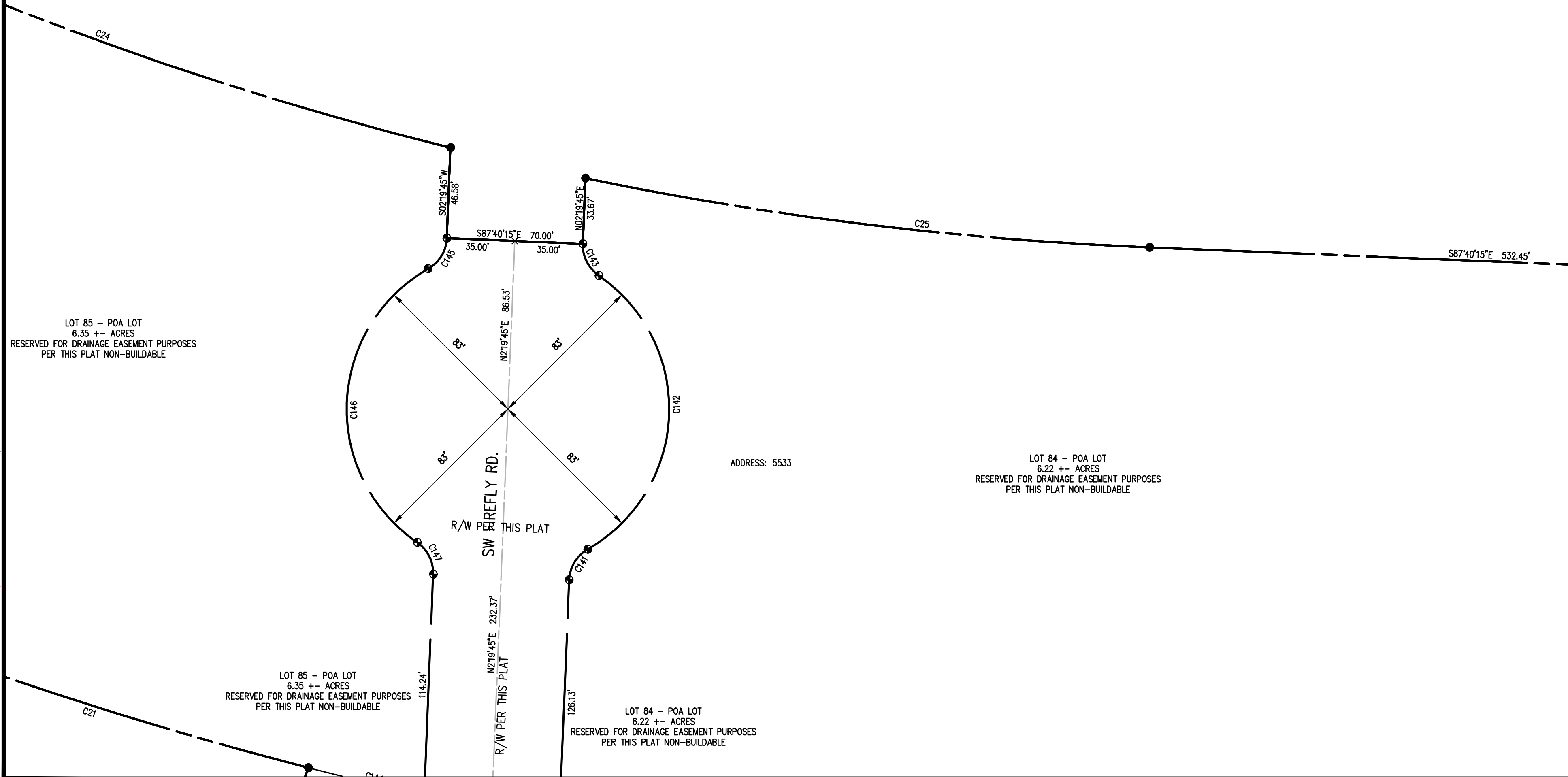
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DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-27-2025
3	LEGEND, CORNER MARKERS	11-04-2025
4	Addressing	12-09-2025
5	DRAINAGE EASEMENT LOTS	02-12-2026
6	CITY COMMENTS	03-25-2026

SHEET NO.:

4 OF 14

FP25-0011

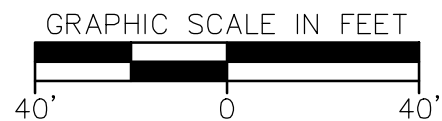


DRAWING: G:\21300200\_SWIRREGONAL\INSTRUMENTS\SURVEY\DWG\21300200\_FINAL\PLAT\PLAT.DWG  
 LAYOUT: 4 OF 14, LAST SAVED: TC:3359, 3/27/2026 12:54:11 PM  
 LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026 12:55:46 PM (PLOTTED BY: "VALID ON HARD COPY ONLY")

THIS SHEET IS A PART OF THE LEGAL CADASTRE.

LEGEND

- SET MAG NAIL W/WASHER
- CALC POINT PER PLAT
- FOUND IRON PIN
- SET 5/8" REBAR W/CAP
- UTILITY EASEMENT BY THIS PLAT
- DRAINAGE EASEMENT BY THIS PLAT
- BUILDING SETBACK BY THIS PLAT
- RIGHT-OF-WAY BY THIS PLAT
- PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- CENTERLINE RIGHT-OF-WAY



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15: N 731475.74 E 645787.19 Z 1250.46

RECORD INFORMATION

STATE PLAT CODE:  
 500-19N-31W-0-16-203-04-1304

SEAL

For Review

03/27/2026 1:13:24 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 09-11-2025  
 PROJECT NO: 21300200  
 CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

479.636.4838  
 www.craftontull.com

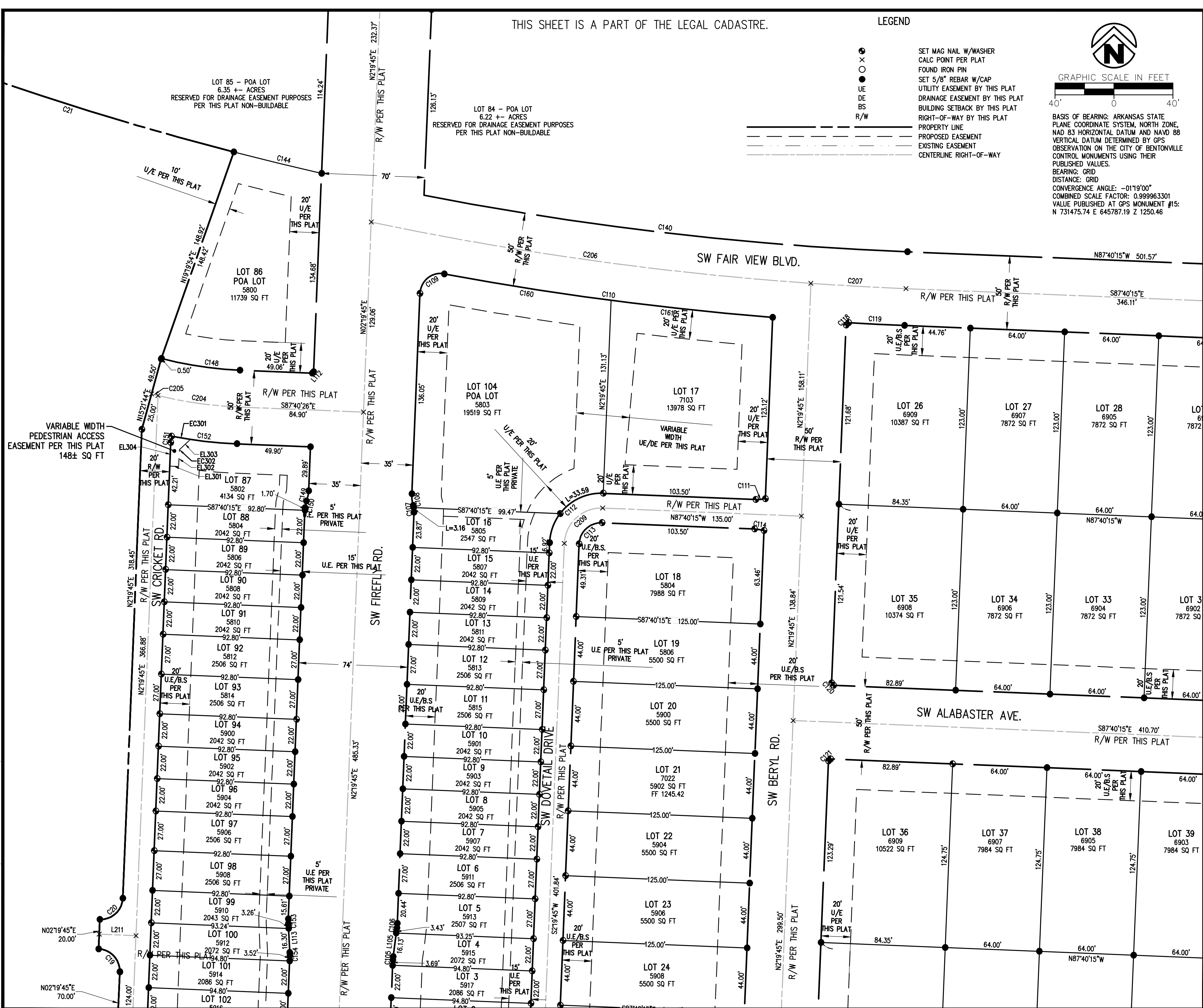
CERTIFICATE OF AUTHORIZATION

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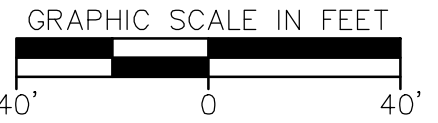
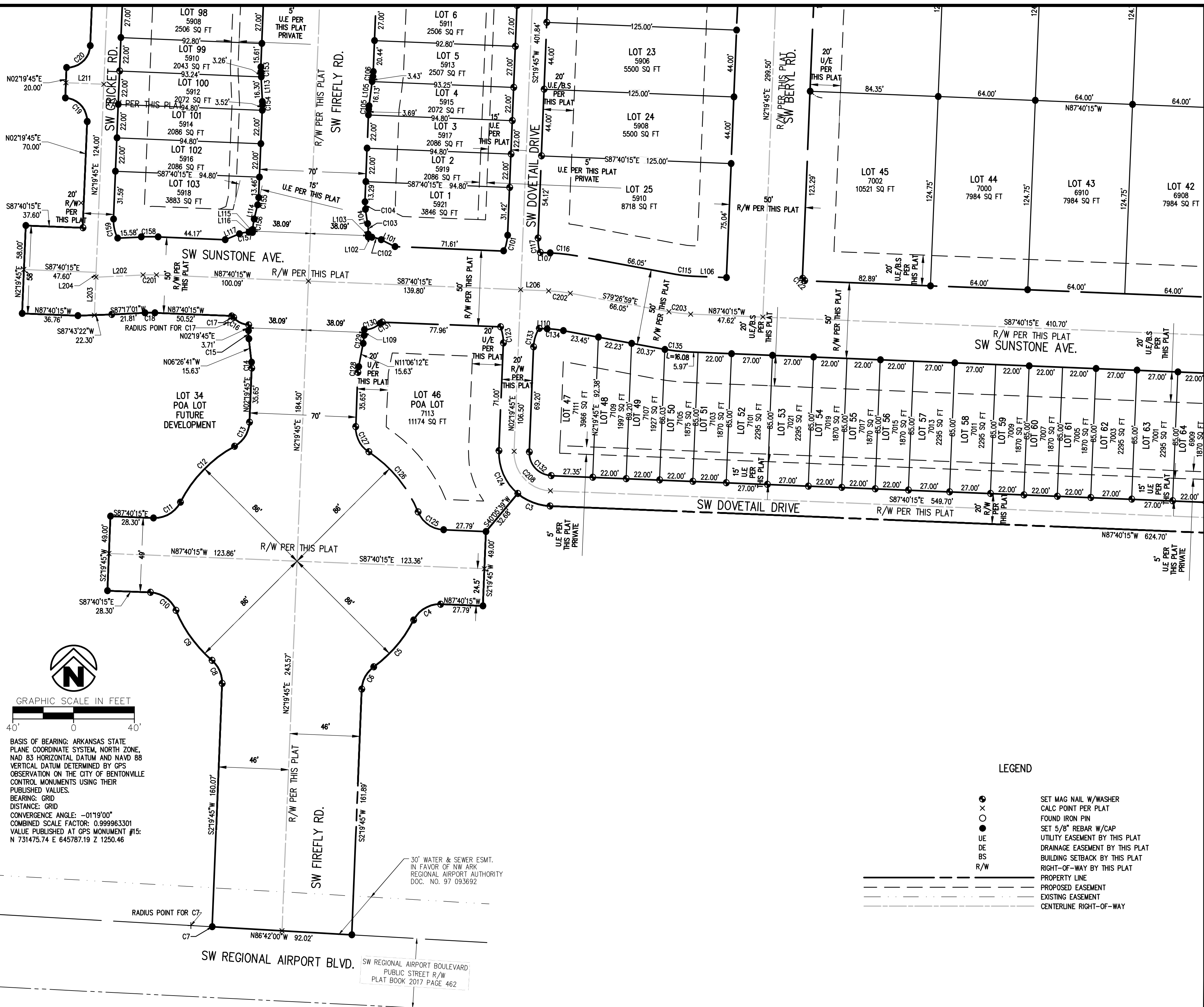
DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-28-2025
3	CITY COMMENTS, LEGEND, CORNER MARKERS	11-03-2025
4	ADDRESSES/PRIVATE EASEMENTS	12-09-2025
5	DRAINAGE EASEMENT LOTS	02-12-2026
6	CITY COMMENTS	03-25-2026

SHEET NO.:  
 FP25-0011

5 OF 14



DRAWING: G:\21300200\_SWBENTONVILLE\SUBDIVISION\SURVEY\DWG\21300200\_FINAL\PLAT.DWG  
 LAYOUT: 5 OF 14, LAST SAVED: 3/27/2026 12:54:11 PM  
 LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026 12:55:51 PM (PLOTTED BY: "VALID OHHARD COPY ONLY")



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15: N 731475.74 E 645787.19 Z 1250.46

30' WATER & SEWER ESMT. IN FAVOR OF NW ARK REGIONAL AIRPORT AUTHORITY DOC. NO. 97 093692

SW REGIONAL AIRPORT BOULEVARD PUBLIC STREET R/W PLAT BOOK 2017 PAGE 462

RECORD INFORMATION  
 STATE PLAT CODE:  
 500-19N-31W-0-16-203-04-1304

SEAL  
**For Review**  
 03/27/2026 1:13:30 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS  
 PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 09-11-2025  
 PROJECT NO.: 21300200  
 CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756  

 479.636.4838  
 www.craftontull.com

CERTIFICATE OF AUTHORIZATION

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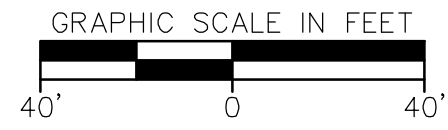
DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-28-2025
3	LEGEND, CORNER MARKERS	11-03-2025
4	ADDRESSES/PRIVATE EASEMENTS	12-09-2025

SHEET NO.:  
**6 OF 14**  
 FP25-0011

THIS SHEET IS A PART OF THE LEGAL CADASTRE.



THIS SHEET IS A PART OF THE LEGAL CADASTRE.



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
BEARING: GRID  
DISTANCE: GRID  
CONVERGENCE ANGLE: -01°19'00"  
COMBINED SCALE FACTOR: 0.999963301  
VALUE PUBLISHED AT GPS MONUMENT #15: N 731475.74 E 645787.19 Z 1250.46

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-16-203-04-1304

SEAL

**For Review**  
03/27/2026 1:13:39 PM

LEGEND

- ⊙ SET MAG NAIL W/WASHER
- × CALC POINT PER PLAT
- FOUND IRON PIN
- SET 5/8" REBAR W/CAP
- UE UTILITY EASEMENT BY THIS PLAT
- DE DRAINAGE EASEMENT BY THIS PLAT
- BS BUILDING SETBACK BY THIS PLAT
- R/W RIGHT-OF-WAY BY THIS PLAT
- PROPERTY LINE
- PROPOSED EASEMENT
- EXISTING EASEMENT
- CENTERLINE RIGHT-OF-WAY

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 04-29-2025  
PROJECT NO.: 21300200  
CONTACT: M. MEADOR

901 N. 47th St., Suite 400  
Rogers, Arkansas 72756

479.636.4838  
www.craftontull.com

CERTIFICATE OF AUTHORIZATION

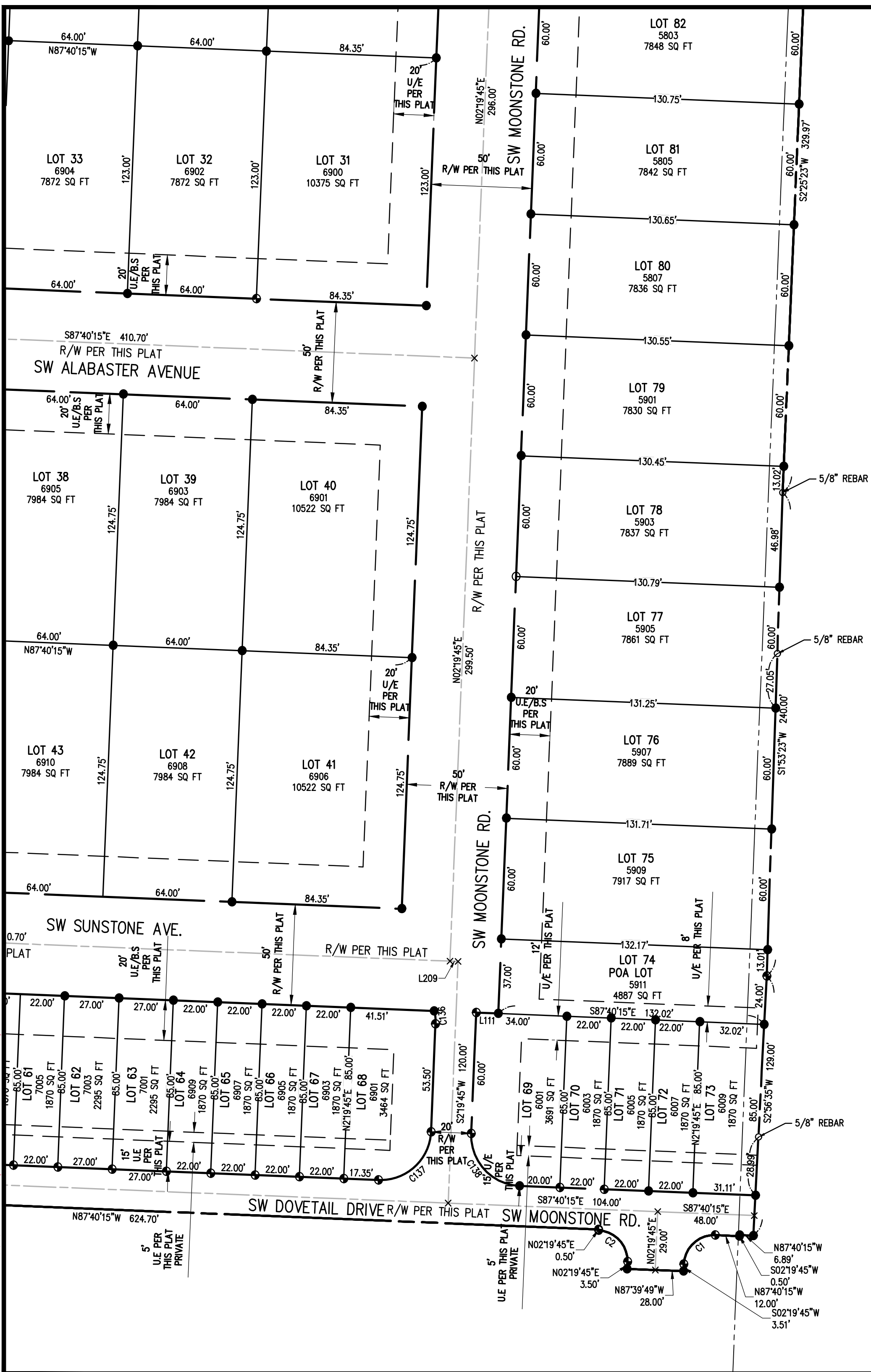
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DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	COUNTY GIS COMMENTS	10-28-2025
3	LEGEND, CORNER MARKERS	11-03-2025
4	ADDRESSES/PRIVATE EASEMENTS	12-09-2025

SHEET NO.:

8 OF 14

FP25-0011



DRAWING: G:\21300200\_SWBENTONVILLE\SUBDIVISION\DWG\21300200\_FINAL\PLAT.DWG  
LAYOUT: 8 OF 14, LAST SAVED: 3/27/2026 12:54:11 PM  
LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026 12:56:03 PM (PLOTTED BY: \VAIDYANATHAN\COPY ONK)

SUBDIVISION PERIMETER CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C1	23.56'	15.00'	90°00'00"	S47° 19' 45"W	21.21'
C2	23.56'	15.00'	90°00'00"	N42° 40' 15"W	21.21'
C3	23.07'	35.00'	37°45'54"	N68° 47' 18"W	22.65'
C4	21.73'	19.00'	65°31'32"	S59° 33' 59"W	20.56'
C5	40.95'	86.00'	27°16'45"	S40° 26' 35"W	40.56'
C6	17.16'	19.00'	51°45'12"	S28° 12' 22"W	16.58'
C7	0.26'	14.00'	1°04'35"	S2° 52' 03"W	0.26'
C8	17.16'	19.00'	51°45'12"	S23° 32' 51"E	16.58'
C9	40.95'	86.00'	27°16'45"	S35° 47' 04"E	40.56'
C10	21.73'	19.00'	65°31'32"	S54° 54' 28"E	20.56'
C11	21.73'	19.00'	65°31'32"	N59° 33' 59"E	20.56'
C12	51.90'	86.00'	34°34'33"	N44° 05' 30"E	51.11'
C13	19.58'	19.00'	59°03'01"	N31° 51' 16"E	18.73'

SUBDIVISION PERIMETER CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C14	3.83'	25.00'	8°46'26"	N2° 03' 28"W	3.82'
C15	5.36'	35.00'	8°46'26"	N2° 03' 28"W	5.35'
C16	11.32'	15.00'	43°14'09"	N63° 42' 55"W	11.05'
C17	1.72'	5.00'	19°43'46"	N51° 57' 44"W	1.71'
C18	6.60'	75.00'	5°02'45"	S89° 48' 23"W	6.60'
C19	23.56'	15.00'	90°00'00"	N42° 40' 15"W	21.21'
C20	23.56'	15.00'	90°00'00"	N47° 19' 45"E	21.21'
C21	442.62'	2175.00'	11°39'36"	N69° 38' 41"W	441.86'
C22	52.05'	125.00'	23°51'21"	N75° 44' 34"W	51.67'
C23	5.06'	75.00'	3°51'48"	S53° 33' 25"E	5.06'
C24	647.11'	1800.00'	20°35'54"	S65° 47' 15"E	643.64'
C25	292.73'	1800.00'	9°19'05"	S83° 00' 42"E	292.41'

CURVE TABLE - LOTS					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C101	10.82'	25.50'	24°18'57"	S14° 29' 14"W	10.74'
C102	6.35'	15.00'	24°15'20"	N75° 32' 34"W	6.30'
C103	6.97'	35.00'	11°24'43"	N3° 22' 36"W	6.96'
C104	4.98'	25.00'	11°24'43"	N3° 22' 36"W	4.97'
C105	2.25'	25.00'	5°09'17"	N4° 54' 24"E	2.25'
C106	3.15'	35.00'	5°09'17"	N4° 54' 24"E	3.15'
C107	4.76'	15.00'	18°11'42"	N6° 46' 05"W	4.74'
C108	7.94'	25.00'	18°11'42"	N6° 46' 05"W	7.91'
C109	23.97'	14.00'	98°05'52"	N51° 22' 41"E	21.15'
C110	224.85'	2225.00'	5°47'25"	S82° 28' 05"E	224.76'
C111	6.57'	25.50'	14°46'04"	S84° 56' 43"W	6.55'
C112	54.98'	35.00'	90°00'00"	S47° 19' 45"W	49.50'
C113	23.56'	15.00'	90°00'00"	N47° 19' 45"E	21.21'
C114	6.57'	25.50'	14°46'04"	S80° 17' 13"E	6.55'
C115	10.76'	75.00'	8°13'15"	N83° 33' 37"W	10.75'
C116	17.94'	125.00'	8°13'15"	N83° 33' 37"W	17.92'
C117	9.65'	25.50'	21°40'30"	N8° 30' 29"W	9.59'
C118	2.34'	19.50'	6°53'06"	N47° 44' 01"E	2.34'
C119	37.92'	2225.00'	0°58'35"	S87° 10' 57"E	37.92'
C120	2.07'	19.50'	6°04'34"	N42° 40' 15"W	2.07'
C121	2.07'	19.50'	6°04'34"	N47° 19' 45"E	2.07'

CURVE TABLE - LOTS					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C122	2.07'	19.50'	6°04'34"	N42° 40' 15"W	2.07'
C123	10.82'	25.50'	24°18'57"	S9° 49' 43"E	10.74'
C124	31.91'	35.00'	52°14'06"	S23° 47' 18"E	30.81'
C125	21.73'	19.00'	65°31'32"	N54° 54' 28"W	20.56'
C126	51.90'	86.00'	34°34'33"	N39° 25' 59"W	51.11'
C127	19.58'	19.00'	59°03'01"	N27° 11' 45"W	18.73'
C128	3.83'	25.00'	8°46'26"	N6° 42' 58"E	3.82'
C129	5.36'	35.00'	8°46'26"	N6° 42' 58"E	5.35'
C130	11.32'	15.00'	43°14'09"	N68° 22' 26"E	11.05'
C131	1.72'	5.00'	19°43'46"	N56° 37' 15"E	1.71'
C132	23.56'	15.00'	90°00'00"	N42° 40' 15"W	21.21'
C133	12.83'	25.50'	28°50'13"	N16° 44' 52"E	12.70'
C134	10.76'	75.00'	8°13'15"	S83° 33' 37"E	10.75'
C135	17.94'	125.00'	8°13'15"	S83° 33' 37"E	17.92'
C136	6.57'	25.50'	14°46'04"	S5° 03' 17"E	6.55'
C137	39.27'	25.00'	90°00'00"	S47° 19' 45"W	35.36'
C138	39.27'	25.00'	90°00'00"	N42° 40' 15"W	35.36'
C139	2.07'	19.50'	6°04'34"	N47° 19' 45"E	2.07'
C140	330.66'	2175.00'	8°42'38"	N83° 18' 56"W	330.34'
C141	19.24'	19.00'	58°02'03"	N31° 20' 47"E	18.43'
C142	168.14'	83.00'	116°04'07"	N2° 19' 45"E	140.83'

CURVE TABLE - LOTS					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C143	19.24'	19.00'	58°02'03"	N26° 41' 16"W	18.43'
C144	61.30'	2175.00'	1°36'54"	S76° 16' 56"E	61.30'
C145	19.24'	19.00'	58°02'03"	S31° 20' 47"W	18.43'
C146	168.14'	83.00'	116°04'07"	S2° 19' 45"W	140.83'
C147	19.24'	19.00'	58°02'03"	S26° 41' 16"E	18.43'
C148	54.02'	249.00'	12°25'45"	N81° 27' 33"W	53.91'
C149	7.10'	25.65'	15°51'34"	S12° 30' 15"W	7.08'
C150	4.76'	15.00'	18°11'42"	S11° 25' 36"W	4.74'
C151	4.37'	20.00'	12°31'38"	N8° 35' 34"E	4.36'
C152	44.59'	299.00'	8°32'44"	S83° 24' 04"E	44.55'
C153	3.15'	35.00'	5°09'17"	S0° 14' 53"E	3.15'
C154	2.25'	25.00'	5°09'17"	S0° 14' 53"E	2.25'
C155	4.98'	25.00'	11°24'43"	S8° 02' 07"W	4.97'
C156	6.97'	35.00'	11°24'43"	S8° 02' 07"W	6.96'
C157	6.35'	15.00'	24°15'20"	S80° 12' 05"W	6.30'
C158	11.01'	125.00'	5°02'45"	S89° 48' 23"W	11.00'
C159	12.90'	25.50'	28°58'49"	N12° 09' 39"W	12.76'
C160	114.61'	2225.00'	2°57'05"	S81° 02' 55"E	114.60'
C161	110.24'	2225.00'	2°50'20"	S83° 56' 38"E	110.23'

LINE TABLE - LOTS		
LINE #	DIRECTION	LENGTH
L101	N63° 24' 54"W	10.16'
L102	N87° 40' 15"W	2.41'
L103	N2° 19' 45"E	1.84'
L104	N9° 04' 57"W	9.61'
L105	N7° 29' 03"E	19.56'
L106	N87° 40' 15"W	22.62'
L107	N87° 40' 15"W	6.61'
L109	N2° 19' 45"E	3.71'
L110	S87° 40' 15"E	5.25'
L111	S87° 40' 15"E	11.00'
L112	S43° 09' 24"W	1.29'
L113	S2° 49' 32"E	19.56'
L114	S13° 44' 28"W	9.61'
L115	S2° 19' 45"W	1.84'
L116	N87° 40' 15"W	2.41'
L117	S68° 04' 25"W	10.16'

CENTER OF R/W CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
C201	8.81'	100.00'	5°02'45"	S89° 48' 23"W	8.80'
C202	14.35'	100.00'	8°13'15"	N83° 33' 37"W	14.34'
C203	14.35'	100.00'	8°13'15"	S83° 33' 37"E	14.34'
C204	55.28'	274.00'	11°33'33"	S81° 53' 39"E	55.19'
C205	4.46'	274.00'	0°56'57"	S75° 38' 53"E	4.46'
C206	301.48'	2200.00'	7°51'06"	S82° 03' 46"E	301.25'
C207	64.59'	2200.00'	1°40'56"	S86° 49' 47"E	64.59'
C208	39.27'	25.00'	90°00'10"	S42° 40' 10"E	35.36'
C209	39.27'	25.00'	90°00'00"	S47° 19' 45"W	35.36'

CENTER OF R/W LINE TABLE		
LINE #	DIRECTION	LENGTH
L202	N87° 17' 01"E	31.03'
L203	N2° 19' 45"E	25.01'
L204	N2° 19' 45"E	3.12'
L206	S87° 40' 15"E	18.41'
L209	N87° 40' 15"W	4.00'
L211	S87° 40' 15"E	25.00'

EASEMENT LINE TABLE		
LINE #	DIRECTION	LENGTH
EL301	S87° 40' 15"E	6.00'
EL302	N2° 19' 45"E	10.70'
EL303	N47° 19' 45"E	9.32'
EL304	S2° 19' 45"W	16.00'

EASEMENT CURVE TABLE					
CURVE #	LENGTH	RADIUS	CENTRAL ANGLE	CHORD DIRECTION	CHORD LENGTH
EC301	12.81'	299.00'	2°27'14"	S80° 21' 19"E	12.80'
EC302	1.57'	2.00'	45°00'00"	N24° 49' 45"E	1.53'

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-16-203-04-1304

SEAL  
**For Review**  
03/27/2026 1:13:43 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 04-22-2025  
PROJECT NO.: 21300200  
CONTACT: M. MEADOR

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

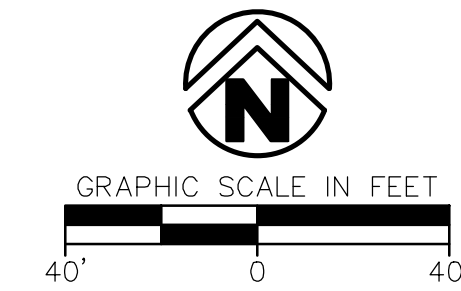
CERTIFICATE OF AUTHORIZATION  
CRAFTON TULL & ASSOCIATES, INC.  
No. 109  
ARKANSAS ENGINEER

DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
3	CITY COMMENTS	11-03-2025

SHEET NO.:  
**9 OF 14**  
FP25-0011

DRAWING: G:\21300200\_SWIRGONAL\INSTRUMENTS\SURVEY\DWG\21300200\_FINAL\PLAT.DWG  
LAYOUT: 9 OF 14, LAST SAVED: TC3559, 3/27/2026, 12:54:11 PM  
LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026, 12:56:08 PM (PLOTTED BY: VALD OSHARD COPY ONLY)

THIS SHEET IS ADDED FOR MUNICIPAL REVIEW PURPOSES TO SHOWCASE PHYSICAL FEATURES. IT IS SUPPLEMENTAL TO THE LEGAL CADASTRE.



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
 BEARING: GRID  
 DISTANCE: GRID  
 CONVERGENCE ANGLE: -01'19"00"  
 COMBINED SCALE FACTOR: 0.999963301  
 VALUE PUBLISHED AT GPS MONUMENT #15: N 731475.74 E 645787.19 Z 1250.46

LEGEND

- ⊙ SET MAG NAIL W/WASHER
  - × CALC POINT PER PLAT
  - FOUND IRON PIN
  - SET 5/8" REBAR W/CAP
  - ⊕ EXISTING SEWER SERVICE STUB OUT
  - ⊕ EXISTING SANITARY SEWER MANHOLE
  - ⊕ EXISTING STORM SEWER MANHOLE
  - ⊕ EXISTING WATER METER
  - ⊕ EXISTING WATER VALVE
  - ⊕ EXISTING FIRE HYDRANT
  - UE UTILITY EASEMENT BY THIS PLAT
  - DE DRAINAGE EASEMENT BY THIS PLAT
  - BS BUILDING SETBACK BY THIS PLAT
  - R/W RIGHT-OF-WAY BY THIS PLAT
- 
- PROPERTY LINE
  - - - PROPOSED EASEMENT
  - - - EXISTING EASEMENT
  - ▨ PROPOSED SIDEWALK
  - ▨ PROPOSED ASPHALT WITH CURB & GUTTER
  - - - CENTERLINE RIGHT-OF-WAY

HEREON ATTACHED CERTIFICATES APPLY TO SHEETS 10 & 11

CERTIFICATE OF ENGINEERING:

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DATE



CRAFTON TULL & ASSOCIATES, INC.  
 BY TRENT WOESSNER (AGENT)

TRENT WOESSNER PE 23100  
 PROFESSIONAL ENGINEER

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RECORD INFORMATION

STATE PLAT CODE:  
 500-19N-31W-0-16-300-04-XXXX

SEAL

For Review

03/27/2026 1:13:47 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 03-14-2025  
 PROJECT NO: 21300200  
 CONTACT: T. WOESSNER

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

479.636.4838 | www.craftontull.com

CERTIFICATE OF AUTHORIZATION

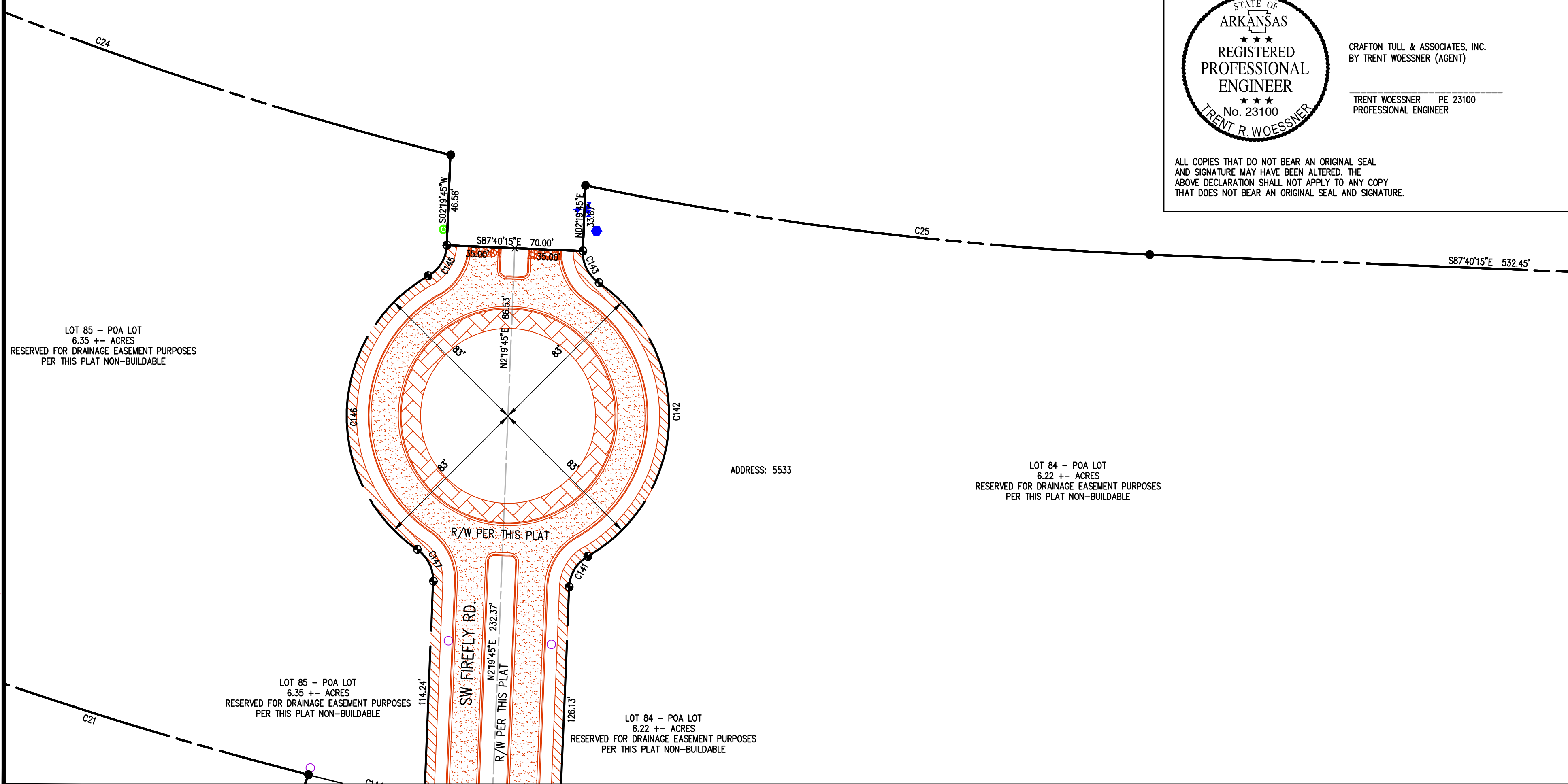
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DELTA	DESCRIPTION	DATE
1	CITY COMMENTS	10-15-2025
2	CITY GIS COMMENTS	10-27-2025
3	LEGEND, CORNER MARKERS	11-04-2025
4	ADDRESSES	12-09-2025
5	CITY COMMENTS	02-12-2026

SHEET NO.:

10 OF 14

FP25-0011



DRAWING: G:\21300200\_SWIRREGONAL\INSTRUMENTS\SURVEY\DWG\21300200\_FINAL\PLAT\PLAT.DWG  
 LAYOUT: 10 OF 14, LAST SAVED: 3/27/2026 12:54:11 PM  
 LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026 12:56:10 PM (PLOTTED BY: "VALID ON HARD COPY ONLY")

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- LEGEND**
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  - - - EXISTING EASEMENT
  - - - PROPOSED SIDEWALK
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**GRAPHIC SCALE IN FEET**

**Basement of Bearing:** ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
**Bearing:** GRID  
**Distance:** GRID  
**Convergence Angle:** -01'19"00"  
**Combined Scale Factor:** 0.999963301  
**Value Published at GPS Monument #15:** N 731475.74 E 645787.19 Z 1250.46

RECORD INFORMATION

STATE PLAT CODE:  
500-19N-31W-0-16-300-04-XXX

SEAL

For Review

03/27/2026 1:13:51 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 03-14-2025  
PROJECT NO: 21300200  
CONTACT: T. WOESSNER

901 N. 47th St., Suite 400  
Rogers, Arkansas 72756

**Crafton Tull**

479.636.4838  
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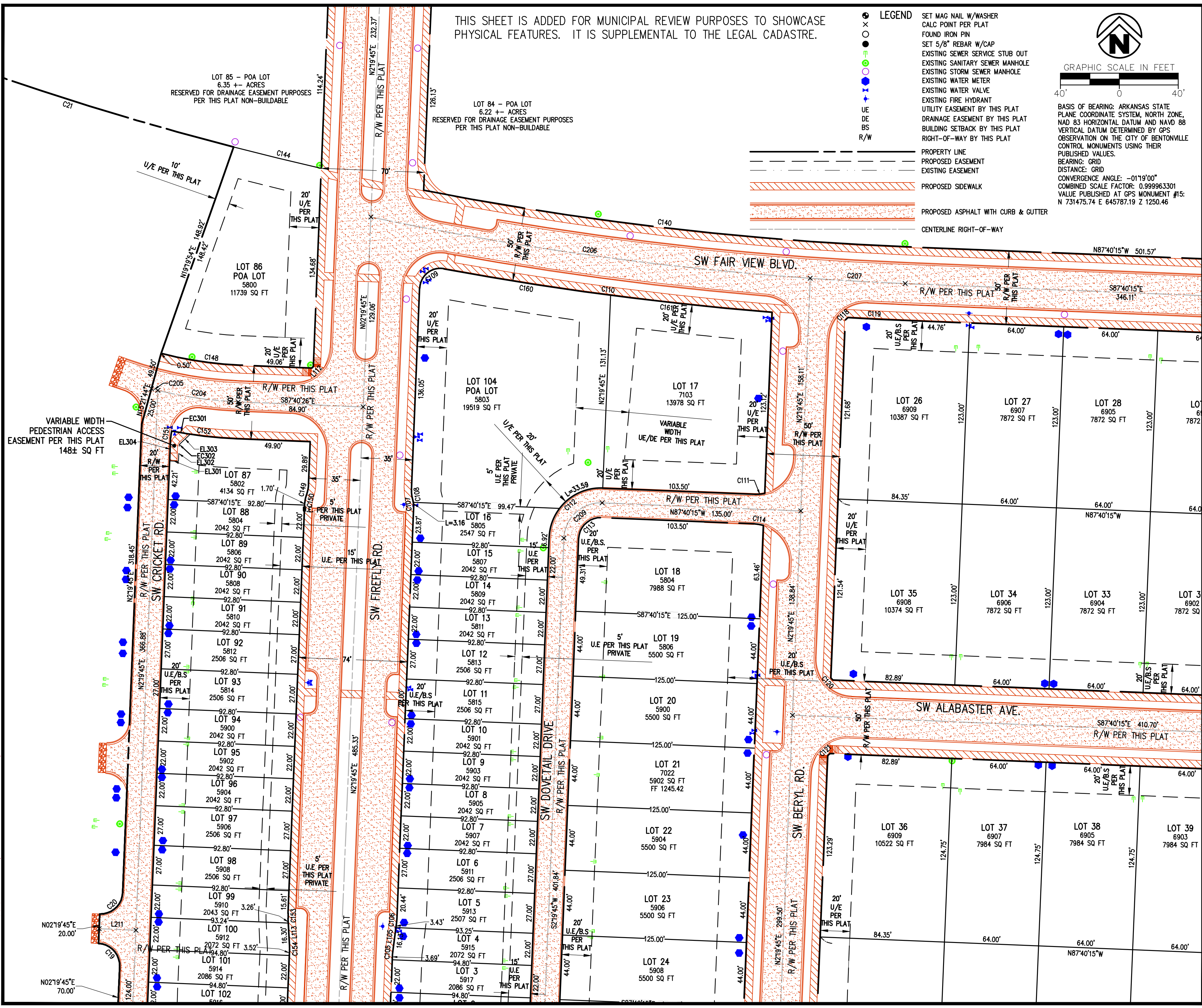
CERTIFICATE OF AUTHORIZATION

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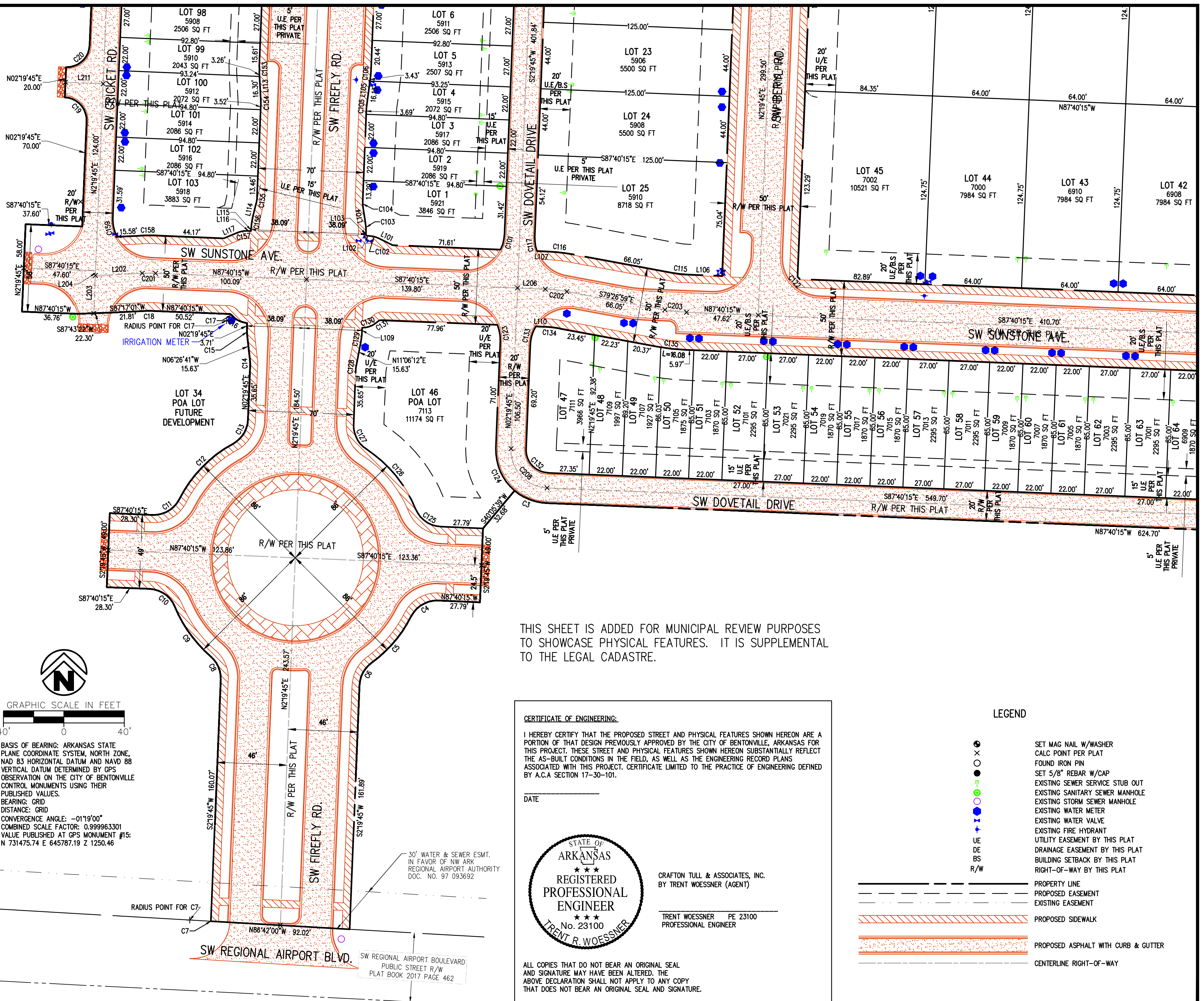
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4	ADDRESSES/Private EASEMENTS	12-09-2025
5	CITY COMMENTS	02-12-2026

SHEET NO.:  
**11 OF 14**

FP25-0011



DRAWING: G:\21300200\_SWREG\CONTRACTS\SUBDIVISIONS\DWG\21300200\_FINAL\PLAT.DWG  
LAYOUT: 11 OF 14, LAST SAVED: 03/27/2026 12:54:11 PM  
LAST PLOTTED BY: TAYLOR CARPENTER, 03/27/2026 1:25:14 PM (PLOTTED BY: "VALID OHHARD COPY ONK")



**GRAPHIC SCALE IN FEET**  
 40' 0 40'

**BASIS OF BEARING:** ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
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DATE \_\_\_\_\_

**STATE OF ARKANSAS**  
 REGISTERED PROFESSIONAL ENGINEER  
 No. 23100  
**TRENT R. WOESSNER**

CRAFTON TULL & ASSOCIATES, INC.  
 BY TRENT WOESSNER (AGENT)

TRENT WOESSNER PE 23100  
 PROFESSIONAL ENGINEER

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**LEGEND**

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●	EXISTING FIRE HYDRANT
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DE	BUILDING SETBACK BY THIS PLAT
BS	RIGHT-OF-WAY BY THIS PLAT
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---	CENTERLINE RIGHT-OF-WAY

RECORD INFORMATION

STATE PLAT CODE:  
 500-19N-31W-0-16-300-04-XXX

SEAL

**For Review**  
 03/27/2026 1:13:56 PM

FINAL PLAT OF OPAL PARK SUBDIVISION PHASE 1  
 A PART OF LOT 2 OF OPAL SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

DATE: 03-14-2025  
 PROJECT NO.: 21300200  
 CONTACT: T. WOESSNER

901 N. 47th St., Suite 400  
 Rogers, Arkansas 72756

**Crafton Tull**  
 479.636.4838  
 www.craftontull.com

CERTIFICATE OF AUTHORIZATION

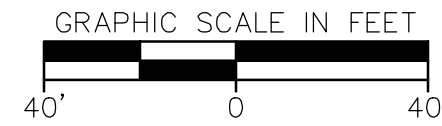
**CRAFTON TULL & ASSOCIATES, INC.**  
 No. 107  
 ARKANSAS ENGINEER

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DELTA	DESCRIPTION	DATE
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SHEET NO.:  
**12 OF 14**  
 FP25-0011

THIS SHEET IS ADDED FOR MUNICIPAL REVIEW PURPOSES TO SHOWCASE PHYSICAL FEATURES. IT IS SUPPLEMENTAL TO THE LEGAL CADASTRE.



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 VALUE PUBLISHED AT GPS MONUMENT #15: N 731475.74 E 645787.19 Z 1250.46

POC  
 NE CORNER OF LOT 2 OF  
 OPAL SUBDIVISION PER  
 PLAT BOOK 2017 PAGE 462

POB

SE CORNER  
 NE1/4 SW1/4  
 SECTION 16  
 T19N R31W  
 8" CAPPED REBAR LS992  
 PER PLAT 23L-12  
 PER PLAT 2006-124  
 PER PLAT 2017-462

LOT 84 - POA LOT  
 6.22 +/- ACRES  
 RESERVED FOR DRAINAGE EASEMENT PURPOSES  
 NON-BUILDABLE

LEGEND

- SET MAG NAIL W/WASHER
  - × CALC POINT PER PLAT
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  - SET 5/8" REBAR W/CAP
  - ⊕ EXISTING SEWER SERVICE STUB OUT
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03/27/2026 1:14:01 PM

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PREPARED FOR:  
 BUFFINGTON HOMES OF ARKANSAS, LLC

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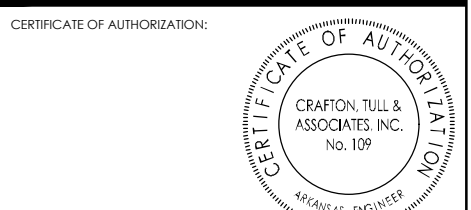


CRAFTON TULL & ASSOCIATES, INC.  
 BY TRENT WOESSNER (AGENT)

TRENT WOESSNER PE 23100  
 PROFESSIONAL ENGINEER

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DATE: 03-14-2025  
 PROJECT NO: 21300200  
 CONTACT: T. WOESSNER



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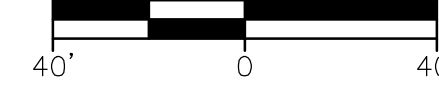
13 OF 14

FP25-0011

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GRAPHIC SCALE IN FEET



BASIS OF BEARING: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM DETERMINED BY GPS OBSERVATION ON THE CITY OF BENTONVILLE CONTROL MONUMENTS USING THEIR PUBLISHED VALUES.  
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RECORD INFORMATION

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SEAL  
**For Review**  
 03/27/2026 1:14:06 PM

LEGEND

- ⊗ SET MAG NAIL W/WASHER
- ⊗ CALC POINT PER PLAT
- FOUND IRON PIN
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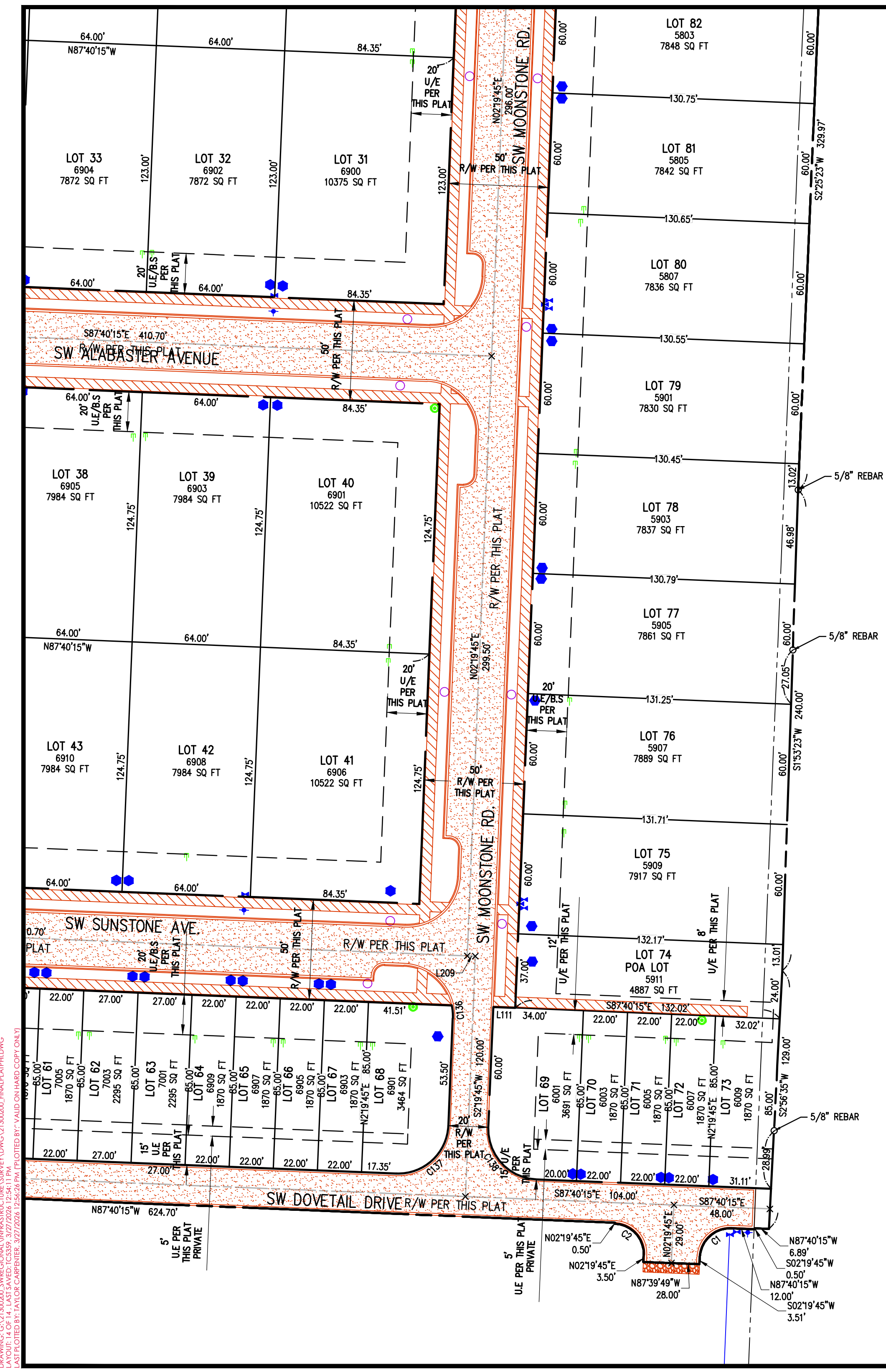
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 479.636.4838  
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SHEET NO.:  
**14 of 14**  
 FP25-0011



DRAWING: G\21300200\_SWREGIONALINRASTRIBUTEDSURVEY\DWG\21300200\_FINAL\PLAT.DWG  
 LAYOUT: 14 OF 14, LAST SAVED: 3/27/2026 12:54:11 PM  
 LAST PLOTTED BY: TAYLOR CARPENTER, 3/27/2026 1:25:26 PM (PLOTTED BY: "VAIDY HARSHAD" COPY ONK)

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE ACCEPTING A FINAL PLAT OF OPAL PARK, PHASE 1 TO THE  
CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: FP25-0011)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of OPAL PARK, PHASE 1 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on June 2, 2026;

**WHEREAS**, said final plat is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the final plat of OPAL PARK, PHASE 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

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

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

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

**PASSED AND APPROVED this** \_\_\_\_ **day of** \_\_\_\_\_, **2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Costello - T2.1, Rural to T3.1, Neighborhood Edge**

3205 SW 2nd Street

**PC Date:** 6/2/2026

**Staff Report Details**

<b>Project Number</b>	(RZ26-0028)
<b>Applicant / Current Owner</b>	Joseph Costello
<b>Site Area</b>	+/- <b>[3.17]</b> Acres
<b>Current Zoning</b>	T2.1 Rural
<b>Requested Zoning</b>	T3.1 Neighborhood Edge
<b>Current Future Land Use Map Designation</b>	Suburban Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	
<b>Related projects</b>	

**Property Description**

The subject property is located south of ARDOT Highway 72, or SW 2nd Street (classified as an arterial on the Master Street Plan). The property has direct access to SW 2nd Street. The current zoning of the property is T2.1, Rural, with a Future Land Use Map designation of Suburban Neighborhood. The adjacent property to the northwest is currently zoned T5.1, Town Center Low, with a Future Land Use Map designation of Center Neighborhood. The adjacent properties to the southwest, south, and east are zoned R-1, Suburban Single Family with a Future Land Use Map designation of Suburban Neighborhood.

**Project Details**

The applicant has requested a rezoning of the property from T2.1 Rural to T3.1 Neighborhood Edge, which is a standard review request.

**Relationship to the Community Plan**

The applicant is requesting a standard review rezone for the subject property. The Bentonville Community Plan states that Suburban Neighborhood place types should have single-family homes on relatively larger

## Relationship to the Community Plan

lots. Both T2.1 and T3.2 support single-family development, but T3.1 allows for smaller setbacks. Additionally, a rezone to T3.1 would bring this property into conformity with the zoning alignment policy given that T2.1 is not an appropriate zoning for the Suburban Neighborhood place type.

## Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

## Analysis / Waivers

The applicants are requesting that the property at 3205 SW 2nd Street be rezoned from T2.1 to T3.1. The subject property has a place type of Suburban Neighborhood, which makes this a standard review rezone request under the zoning alignment policy.

### Orderly Transition

The subject property is located on the edge of the Suburban Neighborhood place type, with Center Neighborhood being directly to the north-west of the property. In the Suburban Neighborhood place type, the highest allowed zone under standard review is T3.1, while the lowest allowed zone under standard review in Center Neighborhood is T4.1. Therefore, a zone of T3.1 could provide an orderly transition between these place types.

### Within 1 Transect Degree of Zoning

The subject property is surrounded by T4.1 (northwest) and R-1 (south and east). Though R-1 is considered a special purpose district, R-1 primarily allows single family development. Therefore, a rezone of this property to T3.1 would keep the zoning within one transect degree of adjacent properties.

## Conclusion

Staff recommends approval.

## Additional Details



PC Item

PEACH BLOSSOM

SW ORCHARD WAY

T2.1

NW ELM TREE RD

ORCHARD WAY

T4.2

SW 2ND ST

T5.1

3205 SW 2nd St Rezone RE to T3.1

R1

SW BORDEAUX CT

SW ELM TREE RD

SW CABERNET AVE

SW 4TH ST

SW RAMSEY LN

SW GUNISON CV

SW COLER CREEK AVE

SW STERLING PL



RZ26-0028  
Rezone RE to T3.1  
3205 SW 2nd St



**Joseph W. Costello**

Owner, 3205 SW 2nd Street  
Bentonville, AR 72712  
715.577.6618  
jkkjpropertiesllc@gmail.com

**Date:** 4.30.2026

**City of Bentonville**

Planning & Development Department  
117 W Central Ave  
Bentonville, AR 72712

**Re: Rezoning Request – 3205 SW 2nd Street, Bentonville, AR 72712**

Dear Members of the Planning Commission,

I am the owner of the residential property located at **3205 SW 2nd Street, Bentonville, Arkansas 72712**. I am writing to formally request a rezoning of this property from its current **RE (Residential Estate)** zoning classification to **T3.1** zoning.

This request is being made to better align the zoning designation of the property with its immediate surroundings and to accommodate a modest improvement that is otherwise constrained by the existing zoning requirements.

**1. Reason for Requesting Rezoning**

The primary purpose of this rezoning request is to allow for **reduced side setback requirements** so that I may construct a **residential accessory shop building** along the side property line adjacent to the neighboring **Circle K convenience store and gas station**, a commercial use.

Under the current RE zoning, required setbacks significantly limit the usable width of the building footprint. Rezoning to T3.1 would allow the structure to be placed closer to the side property line, which is necessary to:

- Increase the functional size of the accessory structure without expanding overall site coverage
- Avoid interference with the existing driveway and vehicle access
- Preserve an existing mature tree on the property
- Improve buffering by allowing the structure to better **block noise, lighting, and visibility** from the adjacent commercial gas station

The proposed structure will remain accessory in nature, residential in use, and compatible with the character of the surrounding neighborhood.

**2. Impact on the Community and Infrastructure**

The requested rezoning is not expected to have any negative impact on the surrounding community or existing infrastructure. Specifically:

- **Utilities:** There is no anticipated increase in utility demand. In fact, the project will result in an improvement by **burying an existing overhead power line** in the area where the building is proposed, enhancing both safety and aesthetics. This utility coordination has already been initiated with **Ross Wells, Service Coordinator for the City of Bentonville.**
- **Roads and Traffic:** The proposed improvement will not change access points or traffic patterns and will not increase vehicle trips.
- **Neighborhood Compatibility:** The structure will provide improved screening between a residential property and a commercial use, benefiting both the subject property and the surrounding area.
- **Public Services:** No additional burden on public services such as emergency response, sanitation, or drainage is anticipated.

Overall, the rezoning supports thoughtful infill development, improves site layout, and enhances compatibility between residential and adjacent commercial uses without altering the residential nature of the property.

### **Conclusion**

This rezoning request is modest in scope, site-specific, and intended solely to allow logical placement of an accessory structure while improving buffering from neighboring commercial activity. I respectfully request the Planning Commission's consideration and approval of this rezoning from RE to T3.1.

Thank you for your time and consideration. I am happy to provide any additional information or attend hearings as needed.

Sincerely,

**Joseph W. Costello**

Property Owner

# NOTICE OF INTENT TO REZONE

Project Number: RZ26-0028

Joseph & Kristina Costello has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from:

RE  to T3.1, Neighborhood Edge

The legal description of the property is:

PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NE 1/4 OF SECTION 35, BEING A FOUND RAILROAD SPIKE AS SHOWN ON PLAT 16-63, THENCE N 0°26'50"W 1531.02 FEET, TO THE SOUTHWEST CORNER OF EDGMON ACRES PLAT 16-63, THENCE ALONG THE SOUTH LINE OF SAID EDGMON ACRES S 3°13'40"E 447.53

The common description of the property is: 3205 SW 2nd St, Bentonville AR 72712

The Public Hearing will be held on JUNE 2ND, 2026, at 5:00 pm, at:

Bentonville Municipal Complex  
3200 SW Municipal Dr.  
Bentonville, AR 72712

***This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:***

1. Attend the public hearing and express your views. You can attend online by going to [bentonvillear.com/592/Agendas-Minutes](http://bentonvillear.com/592/Agendas-Minutes)
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at the Bentonville Municipal Complex.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville Municipal Complex.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at [planning@bentonville.ar.gov](mailto:planning@bentonville.ar.gov).

I have received notice of the public hearing for the rezoning of the above described property and:

- I have no objections to the rezoning
- I object to the rezoning because:

[Redacted Signature]

Signature & Physical Address  
2700 SW. Coler Creek Ave

[Redacted Signature]

Signature & Physical Address

2700 SW Coler Creek Ave

Bentonville Planning Department | 3200 SW Municipal Dr | 479.271.3122 | [www.bentonvillear.com](http://www.bentonvillear.com)

Tim McQuinn

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF T2.1, RURAL TO T3.1, NEIGHBORHOOD EDGE;  
AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ26-0028)**

**WHEREAS**, Joseph Costello duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of T2.1, RURAL to T3.1, NEIGHBORHOOD EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NW 1/4 OF THE NE 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 31 WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF SAID NE 1/4 OF SECTION 35, BEING A FOUND RAILROAD SPIKE AS SHOWN ON PLAT 16-63, THENCE N 0°26'50"W 1531.02 FEET, TO THE SOUTHWEST CORNER OF EDGMON ACRES PLAT 16-63, THENCE ALONG THE SOUTH LINE OF SAID EDGMON ACRES S 3°13'40"E 447.53 FEET, TO THE SOUTHEAST CORNER OF SAID EDGMON ACRES, THENCE S 82°32'29"E 94.46 FEET, TO A FENCE CORNER POST FOR THE POINT OF BEGINNING, THENCE ALONG A FENCE LINE N 2°40'27"W 210.66 FEET, TO A FENCE CORNER POST, THENCE N 17°45'11"W 230.81 FEET, THENCE S 89°35'03"E 313.12 FEET, THENCE S 0°17'47"W 464.12 FEET, TO AN IRON PIN AT A FENCE CORNER POST, THENCE ALONG A FENCE LINE N 87°39'31"W 144.24 FEET, TO A FENCE CORNER POST, THENCE N 82°37'05"W 150.77 FEET, TO THE POINT OF BEGINNING CONTAINING 3.18 ACRES MORE OR LESS AND SUBJECT TO THE RIGHT OF WAY OF HIGHWAY 72 ON THE NORTH SIDE THEREOF AND TO ALL EASEMENTS OF RECORD OR OF FACT.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 2, 2026 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of T2.1, RURAL to T3.1, NEIGHBORHOOD EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of T2.1, RURAL to T3.1, NEIGHBORHOOD EDGE to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Barron Road, LLC - T2.1, Rural to T3.2, Neighborhood Transition**

SW Barron Road

**PC Date:** 6/2/2026

**Staff Report Details**

<b>Project Number</b>	(RZ26-0029)
<b>Applicant / Current Owner</b>	Jason Ingalls
<b>Site Area</b>	+/- <b>[13.72]</b> Acres
<b>Current Zoning</b>	T2.1 Rural
<b>Requested Zoning</b>	T3.2 Neighborhood Transition
<b>Current Future Land Use Map Designation</b>	Urban Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	
<b>Related projects</b>	RZ26-0024

**Property Description**

The subject property is located northeast of the SW Barron Rd/SW Regional Airport Blvd intersection. The current zoning of the property is T2.1, Rural, with a Future Land Use Map designation of Urban Neighborhood. The adjacent property to the north is also zoned T2.1, with a Civic & Institutional place type. To the east, the property is zoned PUD, Planned Unit Development as part of the Opal Park projects (single-family and townhomes). The property to the south was recently rezoned, with a zone of T5.2 and an Urban Corridor place type.

**Project Details**

The applicant has requested a rezoning of the property from T2.1 Rural to T3.2 Neighborhood Transition, which is a standard review request in the Urban Neighborhood place type. The applicants of this rezoning request are also requesting the RZ26-0024 rezoning from T2.1 to T4.2.

**Relationship to the Community Plan**

The applicant is requesting a standard review rezoning for the subject property. The Bentonville Community

## Relationship to the Community Plan

Plan states that Urban Neighborhood place types should have high intensity neighborhoods, ranging from single-family homes to multifamily buildings with mixed uses. T3.2 allows for single-family, two-family, and cottage court residential development. Additionally, a rezone to T3.2 would bring this property into conformity with the zoning alignment policy given that T2.1 is not an appropriate zone for the Urban Neighborhood place type.

## Public Comment

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

## Analysis / Waivers

The applicants are requesting that the property at SW Barron Rd be rezoned from T2.1 to T3.2. The subject property has a place type of Urban Neighborhood, which makes this a standard review (SR) rezone request under the zoning alignment policy. The applicants of this rezone request are also requesting the RZ26-0024 rezone from T2.1 to T4.2.

### Orderly Transition

The subject property is located on the edge of the Urban Neighborhood place type, with Civic and Institutional to the north, Walkable Neighborhood to the east, and Urban Corridor to the south. Civic and Institutional allows rezones to all zoning districts, but all requests are under enhanced review. Walkable Neighborhood allows T3 & T4.1 rezones under SR review, while Urban Corridor allows T4.2 and T5 under SR. By requesting the least intense SR zone allowed in Urban Neighborhood (T3.2) closer to the Walkable Neighborhood place type and the most intense SR zone in Urban Neighborhood (T4.2) closer to the Urban Corridor place type, the applicant's two requests could provide an orderly transition between the different place types in the area.

### Within 1 Transect Degree of Zoning

The applicant is proposing a graduated zoning transition across the subject property, with T3.2 located closer to the lower intensity zoning to the north (T2.1), and T4.2 located closer to the higher-intensity zoning to the south (T5.2) and along the property's western street frontage on SW Barron Road. The T3.2 serves as a transition between the existing T2.1 zoning to the north and the proposed T4.2 zoning to the south. However, a portion of the proposed T4.2 zoning in the northwest area of the site would directly abut the T2.1 zoning to the north, which exceeds the recommended one transect degree transition. Nevertheless, the overall zoning plan provides a graduated transition in intensity across the site and places the more intense zoning adjacent to the arterial corridor.

If developed as a Large Scale Development, the portion of the site where T4.2 directly abuts T2.1 would require a screen type F, which includes a 10-foot minimum landscape buffer, 6ft high minimum hedges, and trees planted once every 50 linear feet.

## Conclusion

Staff recommends approval. The proposal, along with the adjacent application, creates a mix of zoning districts consistent with the comprehensive plan.

## Additional Details

## Additional Details

BWU comments: *Request is consistent with standard review process based on FLUM and requested zoning.*



PC Item

T4.1

T4.2

Barron Road,  
LLC Rezone  
T2.1 T2.1to T3.2

PUD

T5.2

LI

SW BARRON RD

SW REGIONAL AIRPORT BLVD

SW FLOURITE RD

SW HOWLITE ST

SW LEE LN



**RZ26-0029**  
**Rezone T2.1 to T3.2**  
**Barron Road, LLC**





Expedient Civil Engineering, PLLC

P. O. Box 5484  
Bella Vista, AR 72714  
Phone: (479) 364-0028  
Email: jason@ece-pllc.com

May 7, 2026

Tyler Overstreet  
Planner  
Bentonville, Arkansas  
305 SW A Street  
Bentonville, AR 72712

**RE: BARRON ROAD, LLC REZONE  
NE CORNER BARRON ROAD & SW REGIONAL AIRPORT BLVD.,  
BENTONVILLE, AR  
ECE PROJECT NO. 25-1030**

Dear Mr. Overstreet:

Barron Road, LLC is proposing a rezone of Lot 2 of Danielle's Place. The lots that front Barron Road and the commercial to the south is requested to be rezoned to T4.2. The remainder of the property is requested to be rezoned to T3.2. Attached to this letter are the rezone descriptions.

Thank you for your consideration of this rezone and we look forward to discussing them further with you and to your approval.

Best Regards,  
**EXPEDIENT CIVIL ENGINEERING, PLLC**

  
Jason E. Ingalls, P.E.  
Owner/Senior Project Manager

Cc: Barron Road, LLC

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF T2.1, RURAL TO T3.2, NEIGHBORHOOD  
TRANSITION; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ26-0029)**

**WHEREAS**, Barron Road, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of T2.1, RURAL to T3.2, NEIGHBORHOOD TRANSITION to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SURVEYED AND DESCRIBED TRACT SHOWN IN A BOUNDARY SURVEY PLAT RECORDED IN BENTON COUNTY PLAT RECORD BOOK K, PAGE 210, APRIL 24, 1972 IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING SURVEYED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4, THENCE ALONG THE WEST LINE OF SAID SECTION 16, NORTH 02°14'46" EAST, 311.73 FEET; THENCE SOUTH 87°45'14" EAST, 26.31 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP; THENCE NORTH 02°49'15" EAST, 1004.64 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP ON THE NORTH LINE OF SAID K-210 TRACT; THENCE ALONG SAID NORTH LINE, SOUTH 85°17'41" EAST, 245.13 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 85°17'41" EAST, 718.75 FEET TO A 1/2" IRON PIN; THENCE SOUTH 03°09'31" WEST, 822.80; THENCE NORTH 87°08'32" WEST, 418.12 FEET; THENCE NORTH 02°49'14" EAST, 849.12 FEET TO THE POINT OF BEGINNING, CONTAINING 13.72 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 2, 2026 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of T2.1, RURAL to T3.2, NEIGHBORHOOD TRANSITION.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of T2.1, RURAL to T3.2, NEIGHBORHOOD TRANSITION to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Barron Road, LLC - T2.1, Rural to T4.2 Neighborhood Node**

5927 SW Barron Road

**PC Date:** 6/2/2026

**Staff Report Details**

<b>Project Number</b>	(RZ26-0024)
<b>Applicant / Current Owner</b>	Jason Ingalls
<b>Site Area</b>	+/- <b>[7.94]</b> Acres
<b>Current Zoning</b>	T2.1 Rural
<b>Requested Zoning</b>	T4.2 Neighborhood Node
<b>Current Future Land Use Map Designation</b>	Urban Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	
<b>Related projects</b>	RZ26-0029

**Property Description**

The subject property is located at 5927 SW Barron Road. The current zoning of the property is T2.1, Rural, with a Future Land Use Map designation of Urban Neighborhood. The adjacent property to the north is also zoned T2.1, with a Civic & Institutional place type. To the east, the property is zoned PUD, Planned Unit Development as part of the Opal Park projects (single-family and townhomes). The property to the south was recently rezoned, with a zone of T5.2 and an Urban Corridor place type.

**Project Details**

The applicant has requested a rezoning of the property from T2.1 Rural to T4.2 Neighborhood Node, which is a standard review request in the Urban Neighborhood place type. The applicants of this rezone request are also requesting the RZ26-0029 rezone from T2.1 to T3.2.

**Relationship to the Community Plan**

The applicant is requesting a standard review rezone for the subject property. The Bentonville Community Plan states that Urban Neighborhood place types should have high intensity neighborhoods, ranging from

## Relationship to the Community Plan

single-family homes to multifamily buildings with mixed uses. T4.2 allows for single-family dwellings, townhomes, multifamily, and light commercial uses. Additionally, a rezone to T4.2 would bring this property into conformity with the zoning alignment policy given that T2.1 is not an appropriate zone for the Urban Neighborhood place type.

## Public Comment

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

## Analysis / Waivers

The applicants are requesting that the property at SW Barron Rd be rezoned from T2.1 to T4.2. The subject property has a place type of Urban Neighborhood, which makes this a standard review (SR) rezone request under the zoning alignment policy. The applicants of this rezone request are also requesting the RZ26-0029 rezone from T2.1 to T3.2.

### Orderly Transition

The subject property is located on the edge of the Urban Neighborhood place type, with Civic and Institutional to the north, Walkable Neighborhood to the east, and Urban Corridor to the south. Civic and Institutional allows rezones to all zoning districts, but all requests are under enhanced review. Walkable Neighborhood allows T3 & T4.1 rezones under SR review, while Urban Corridor allows T4.2 and T5 under SR. By requesting the least intense SR zone allowed in Urban Neighborhood (T3.2) closer to the Walkable Neighborhood place type and the most intense SR zone in Urban Neighborhood (T4.2) closer to the Urban Corridor place type, the applicant's two requests could provide an orderly transition between the different place types in the area.

### Within 1 Transect Degree of Zoning

The applicant is proposing a graduated zoning transition across the subject property, with T3.2 located closer to the lower intensity zoning to the north (T2.1), and T4.2 located closer to the higher-intensity zoning to the south (T5.2) and along the property's western street frontage on SW Barron Road. The T3.2 serves as a transition between the existing T2.1 zoning to the north and the proposed T4.2 zoning to the south. However, a portion of the proposed T4.2 zoning in the northwest area of the site would directly abut the T2.1 zoning to the north, which exceeds the recommended one transect degree transition. Nevertheless, the overall zoning plan provides a graduated transition in intensity across the site and places the more intense zoning adjacent to the arterial corridor.

If developed as a Large Scale Development, the portion of the site where T4.2 directly abuts T2.1 would require a screen type F, which includes a 10-foot minimum landscape buffer, 6ft high minimum hedges, and trees planted once every 50 linear feet.

## Conclusion

Staff recommends approval. The proposal, along with the adjacent application, creates a mix of zoning districts consistent with the comprehensive plan.

## Additional Details

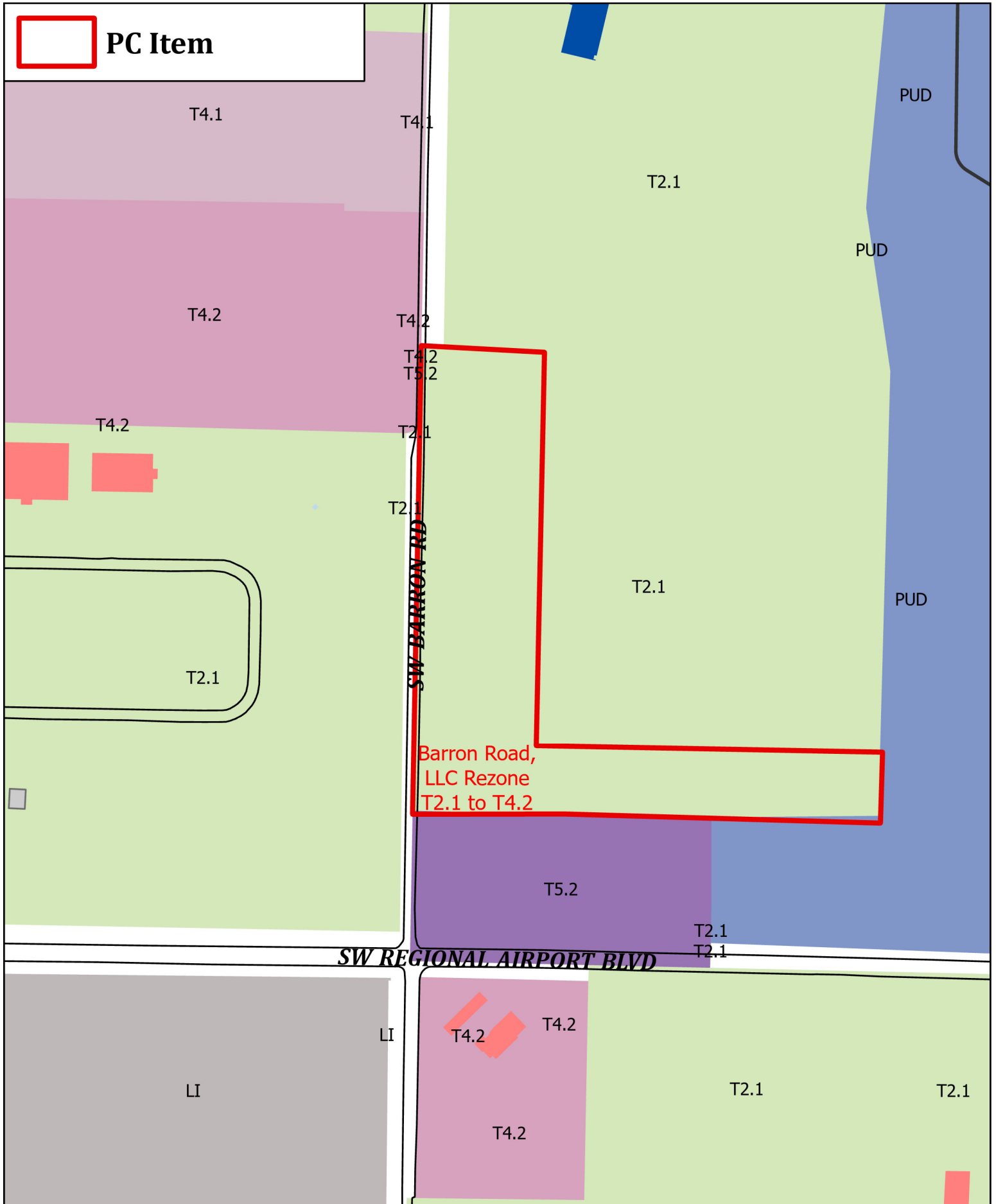
BWU Comments: *Meets standard review criteria. Sewer capacity study could be required based on future*

## Additional Details

*proposed development.*



**PC Item**



Barron Road,  
LLC Rezone  
T2.1 to T4.2

**SW REGIONAL AIRPORT BLVD**

**SW BARRON RD**



**RZ26-0024**  
**Rezoning T2.1 to T4.2**  
**5927 SW BARRON RD**





Expedient Civil Engineering, PLLC

P. O. Box 5484  
Bella Vista, AR 72714  
Phone: (479) 364-0028  
Email: jason@ece-pllc.com

May 7, 2026

Tyler Overstreet  
Planner  
Bentonville, Arkansas  
305 SW A Street  
Bentonville, AR 72712

**RE: BARRON ROAD, LLC REZONE  
NE CORNER BARRON ROAD & SW REGIONAL AIRPORT BLVD.,  
BENTONVILLE, AR  
ECE PROJECT NO. 25-1030**

Dear Mr. Overstreet:

Barron Road, LLC is proposing a rezone of Lot 2 of Danielle's Place. The lots that front Barron Road and the commercial to the south is requested to be rezoned to T4.2. The remainder of the property is requested to be rezoned to T3.2. Attached to this letter are the rezone descriptions.

Thank you for your consideration of this rezone and we look forward to discussing them further with you and to your approval.

Best Regards,  
**EXPEDIENT CIVIL ENGINEERING, PLLC**

  
Jason E. Ingalls, P.E.  
Owner/Senior Project Manager

Cc: Barron Road, LLC

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF T2.1, RURAL TO T4.2, NEIGHBORHOOD NODE;  
AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ26-0024)**

**WHEREAS**, Barron Road, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of T2.1, RURAL to T4.2, NEIGHBORHOOD NODE to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SURVEYED AND DESCRIBED TRACT SHOWN IN A BOUNDARY SURVEY PLAT RECORDED IN BENTON COUNTY PLAT RECORD BOOK K, PAGE 210, APRIL 24, 1972 IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 16, TOWNSHIP 19 NORTH, RANGE 31 WEST, 5TH PRINCIPAL MERIDIAN, BENTON COUNTY, ARKANSAS, BEING SURVEYED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4, THENCE ALONG THE WEST LINE OF SAID SECTION 16, NORTH 02°14'46" EAST, 311.73 FEET; THENCE SOUTH 87°45'14" EAST, 26.31 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP AT THE POINT OF BEGINNING; THENCE NORTH 02°49'15" EAST, 1004.64 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP ON THE NORTH LINE OF SAID K-210 TRACT; THENCE ALONG SAID NORTH LINE, SOUTH 85°17'41" EAST, 245.13 FEET, SOUTH 02°49'14" WEST, 849.12 FEET; THENCE SOUTH 87°08'32" EAST, 418.12 FEET; THENCE SOUTH 03°09'31" WEST, 133.42 FEET TO A 1/2" IRON PIN; THENCE NORTH 88°54'14" WEST, 355.60 FEET; THENCE NORTH 87°45'14" WEST, 602.31 FEET TO THE POINT OF BEGINNING, CONTAINING 7.94 ACRES MORE OR LESS. SUBJECT TO EASEMENTS, RIGHTS-OF-WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 2, 2026 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of T2.1, RURAL to T4.2, NEIGHBORHOOD NODE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of T2.1, RURAL to T4.2, NEIGHBORHOOD NODE to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**



**Rezoning - Edward L. and Imelda Frail Revocable Trust - T2.1, Rural to T4.2 Neighborhood Node, T3.1, Neighborhood Edge, and T3.2, Neighborhood Transition**

South of Regional Airport / east of SW Lee Lane (Parcels #01-07968-005, 01-07968-000, 01-07968-002, 01-07968-019, 01-07968-013)

**PC Date:** 6/2/2026

**Staff Report Details**

<b>Project Number</b>	(RZ26-0017)
<b>Applicant / Current Owner</b>	Crafton Tull / Edward L. and Imelda Frail Revocable Trust
<b>Site Area</b>	+/- <b>[30.52]</b> Acres
<b>Current Zoning</b>	A-1, Agriculture (T2.1)
<b>Requested Zoning</b>	T4.2, Neighborhood Node (north) and T3.1, Neighborhood Edge (east) and T3.2, Neighborhood Transition (south/west)
<b>Current Future Land Use Map Designation</b>	Urban Corridor (north) and Suburban Neighborhood (south)
<b>Requested Future Land Use Map Designation</b>	N/A
<b>Development Type / Use</b>	Agriculture
<b>Related projects</b>	

**Property Description**

The subject property is located south of SW Regional Airport Boulevard. The property is presently zoned A-1, Agriculture (T2.1), with a future land use map designation of Urban Corridor for the northerly portion, Suburban Neighborhood for southerly portion. The applicant has amended their application from the May 19, 2026 Planning Commission meeting to be consistent with Table 2.1 of the Bentonville Community Code: requesting T4.2, Neighborhood Node in the north and T3.2 Neighborhood Transition and T3.1 Neighborhood Edge in the south.

**Project Details**

The applicant has requested a rezoning of the property from A-1 (T2.1) to T4.2 on the north side which is consistent with the Zoning Alignment Policy under standard review for those portions within the Urban corridor. The rezone request for T3.1 along the eastern property line within the Suburban Neighborhood place type is consistent with place type correlation table under standard review. The rezone request for T3.2 in the south within the Suburban Neighborhood place type is consistent with place type correlation table under enhanced review. The property is currently zoned A-1 (T2.1) and is adjacent to the Opal Park PUD to the north, A-1 (T2.1) to the west, and R-1 to the south and east. The surrounding uses include

## Project Details

agriculture and single-family residences.

## Relationship to the Community Plan

The property is designated as Urban Corridor and Suburban Neighborhood on the Future Land Use Map and is surrounded by Urban Corridor to the north and Suburban Neighborhood on all other sides. The current agriculture zoning is not in alignment with the FLUM. The Community Plan defines Urban Corridor as main thoroughfares comprised of commercial and residential uses that can serve adjacent Neighborhoods. The Suburban Neighborhood Place Type is primarily comprised of single-family homes. T4.2 is the lowest intensity zone allowed in the Urban Corridor place type while T3.2 is the highest zone allowed in Suburban Neighborhood place type.

## Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

## Analysis / Waivers

The applicant requested a zoning change from A-1 (T2.1) to T4.2 and T3.2.

### **Consistency**

This amended rezone request is consistent with the Bentonville Community Code, Table 2.1.

### **Impact**

If approved, the impact of the T4.2 zone on the surrounding area will be for the allowance of some limited commercial uses and a variety of housing types ranging from single family detached up to 12 units per building. The T3.1 zoning on the east side would allow for a transition between R-1 and T3.2 zoning.

### **Compatibility**

There are existing R-1 properties in the area, which would be bordered by T3.1 and T3.2 zoning. The lowest intensity zoning district (T4.2) for the Urban Corridor place type is being proposed for the property bordering the R-1 zoning district along SW Osage St.

### **Intensity**

The intensity proposed for the area adjacent to Regional Airport is the lowest possible (T4.2) for the Urban Corridor.

### **Orderly Transition**

The amended application creates an orderly transition north to south with the higher intensity along Regional Airport. The amended application also creates an orderly transition with the R-1 neighborhood to the east with the addition of the T3.1 zoning district in the south east.

## Conclusion

Rezone was tabled from the May 19, 2026 PC meeting for the applicant to incorporate T3.1 zoning in the south-east and to adjust the legal description and vicinity map to mirror the FLUM. The applicant has made these changes and staff recommends approval.

## Additional Details

BWU comments: *This rezone is currently upstream of a public sewer interceptor line that is at capacity but there is currently a capital project underway to remedy this. Future development may require a sewer*

**Additional Details**

*study and/or downstream upgrades.*





May 21, 2026

Planning Department  
City of Bentonville  
305 SW A Street  
Bentonville, AR 72712

RE: SW Regional Airport Blvd Rezone  
CT Job No. 26300400

To Whom it May Concern,

Requested with this application is the rezoning of approximately 29.84 acres from A-1 to a combination of T3.1, T3.2, and T4.2. We are requesting this change to develop this property in accordance with the current Future Land Use Map. Our original request has been modified to follow the exact Future Land Use Map as shown on the attached. This request comes after discussion with staff on what might be an appropriate zoning district for this area, considering the residential to the east and west of this site, as well as a Planned Residential Zoning District across the street (Opal Park).

The northern area of the site is classified as an Urban Corridor place type, and we are requesting T4.2 zoning. This is the lowest intensity zoning that is deemed appropriate for this place type. This is a standard review based on the Urban Corridor place type. It is largely compatible with the surrounding areas with residential all around the site, and the higher density Opal Park to the north of this area.

The southern area of the site is classified as a Suburban Neighborhood place type, and we are requesting a mix of T3.1 and T3.2 zoning. T3.1 is requested along the eastern boundary with T3.2 making up the remaining area. T3.2 is an enhanced review within Suburban Neighborhood. Because of this, seven conditions must be further elaborated:

1. *The proposed zone will not result in exceeding existing or planned utility capacity for the place type.* This development will not exceed the existing capacity for utilities in this area. Sewer has recently been upgraded in this basin, and there are no known water issues. Water and sewer connections are readily available to this site. There is an existing 8" water main along the south side of SW Regional Airport Blvd as well as along SW Brush Blvd, creating a looped system. There is a 12" sewer main on the north side of SW Regional Airport Blvd, as well as an 8" along SW Brush Blvd.
2. *The property lies on a place type boundary and the requested district matches a district applied on either side of that boundary.* This T3.2 request is closely in line with adjacent zoning districts. The subdivision east and south of this is Zoned R-1, which is typically a 60' lot minimum. West of this site, they are larger single family tracts currently in A-1. The residential proposed is still the same use as the neighboring property, albeit with a slightly higher density. We are proposing a T3.1 zone between the T3.2 and the eastern property to provide a transition to this increased density.
3. *The property is within ¼ mile of transit, a four (4)-lane road, or a shared use trail, and additional travel demand can be served by existing infrastructure.* The property is located along SW Regional Airport Blvd which is classified as an Arterial and is a state highway. This highway is capable of handling the increase in traffic generated by this development. It will be connected to



sidewalk systems east and south of this site, as well as across the street from Opal Park, which will have trails and further amenities for residents to be able to walk to. It is transportation zone 20512.

4. *The property is within one (1 mile) of a job center that supports alternatives to driving.* Yes this property is within one mile of industrial and commercial zones, providing an alternative to driving.
5. *The property is adjacent to vacant land and the requested district sets a clear pattern for compatible future development.* This site is bound by development subdivisions on all four sides. Slightly further west, however, there is still vacant land. Granting this request to T3.2 is in line with adjacent subdivisions which are predominately R-1.
6. *The request is consistent with the surrounding development pattern.* Yes this request is similar to the subdivision east and south of this site, as well as Opal Park across the highway.
7. *This request advances the goals of the comprehensive plan.* This request matches the future land use plan, which is in keeping in line with the goals of the comprehensive plan.

The current owners of this property are Edward & Imelda Frail Revocable Trust. The property will ultimately be sold with a successful rezone and preliminary plat drawings.

Thanks,



Conlee Hale, P.E.  
Project Manager - Team Lead

# Notice of Intent to Rezone

Project #: RZ26-0017

Crafton Tull has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from: SW Regional Airport Blvd to Walnut Grove Subdivision

The legal description of the property is:

[PLEASE SEE FOLLOWING PAGE]

The common description of the property is: SW Regional Airport Blvd Rezone

The Public Hearing will be held on May 19, 2026, at 5:00 pm, at:

Bentonville City Hall  
305 SW A St.  
Bentonville, AR 72712

***This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:***

1. Attend the public hearing and express your views. You can attend online by going to [bentonvillear.com/592/Agendas-Minutes](http://bentonvillear.com/592/Agendas-Minutes)
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at City Hall.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville City Hall.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at [planning@bentonvillear.com](mailto:planning@bentonvillear.com).

I have received notice of the public hearing for the rezoning of the above described property and:

I have no objections to the rezoning

I object to the rezoning because:

*1) INCONSISTENCY WITH BENTON COUNTY PDR 2023; 2) ILLEGAL SPOT ZONING AS T3.2 HAS NO OTHER TB.X ZONING IN VICINITY; 3) INADEQUATE INFRASTRUCTURE ON SW LEE LANE; 4) DRAMATIC & UNSUPPORTED DENSITY INCOMPATIBILITY INCREASES DENSITY WITH NO TRANSITION ZONING; 5) APPLICANT NO SHOWING OF CHANGED CONDITIONS OR ORIGINAL ZONING MISTAKE; 6) UNADDRESSED STORMWATER, FLOODPLAIN, AND ENVIRONMENTAL CONCERNS WITH FIRM ANALYSIS, SUPPLEMENT; 7) BOUNDARY AND ACREAGE AMBIGUITY REQUIRES PRECISE CURRENT BOUNDARY SURVEY*

6506 S.W. BRUSH AVE, 72713

Signature & Physical Address

Signature & Physical Address

Bentonville Planning Department | 305 SW A St | 479.271.3122 | [www.bentonvillear.com](http://www.bentonvillear.com)

**Vincent A. Thompson**  
6506 SW Brush Blvd  
Bentonville, AR 72713  
Parcel No. 01-13926-000

May 6, 2026

**Benton County Planning Commission**  
215 E. Central Ave.  
Bentonville, AR 72712  
Attn: Planning Commission Secretary

RE: Formal Written Objection to Rezoning Application – Parcel 01-07968-013  
Applicant: Frail Revocable Trust (Edward & Imelda Frail)  
Proposed Change: A1 (Agricultural) → T3.2 (Sub-Urban Transect)  
Location: 6103 SW Lee Ln, Bentonville, AR 72713 | NE¼ of NW¼, Section 21, T19N, R31W  
Hearing Date: May 19, 2026

Dear Members of the Benton County Planning Commission:

I, Vincent A. Thompson, submit this letter as my formal written objection to the above-referenced rezoning application. I am the owner of record of the real property located at 6506 SW Brush Blvd, Bentonville, Arkansas 72713, identified as Parcel No. 01-13926-000 (Lot 27, Stonecreek Subdivision, Section 21, Township 19 North, Range 31 West, Benton County, Arkansas), comprising 0.65 acres. My property is adjacent to or within close proximity of the subject rezoning parcel, and I have a direct, legally cognizable interest in the outcome of this application. I submit this written objection as an affected adjacent property owner with standing to appear and be heard in this proceeding.

The applicant, the Frail Revocable Trust (Edward & Imelda Frail), has filed an application seeking to rezone Parcel 01-07968-013 — a tract of approximately 18.84 acres located at 6103 SW Lee Ln, Bentonville, Arkansas 72713, legally described as the NE¼ of the NW¼ of Section 21, Township 19 North, Range 31 West, Benton County, Arkansas, per Survey 2008-629 — from its current classification of A1 (Agricultural) to T3.2 (Sub-Urban Transect) under the Benton County SmartCode and Planning and Development Regulations. I respectfully but firmly oppose this application in its entirety.

**Ground 1: Inconsistency with the Benton County Comprehensive Plan.** The Benton County Planning and Development Regulations (PDR 2023, Ordinance No. O-2023) express the County's explicit goal to "protect and preserve, to the extent feasible and practicable, the agricultural and rural character of the County for successive generations." The subject parcel is agricultural in character, located on a rural county road (SW Lee Lane), and surrounded by agricultural and low-density residential land. Rezoning 18.84 acres to T3.2 — which permits dense residential development with lot sizes as small as approximately 3,000–5,000 square feet and attached housing — directly contravenes this stated policy goal. The application fails to

demonstrate consistency with the Comprehensive Plan as required by A.C.A. §14-17-206(d)(1) and should be denied on this ground alone.

**Ground 2: Illegal Spot Zoning.** The proposed T3.2 classification would create an isolated pocket of dense Sub-Urban Transect zoning surrounded entirely by agricultural (A1) and low-density residential land with no contiguous T3.x zoning in the vicinity. This constitutes illegal spot zoning under Arkansas law. The Arkansas Supreme Court and Court of Appeals have consistently held that rezonings which single out a parcel for a use incompatible with surrounding zoning classifications — for the primary benefit of the property owner rather than the general public — are invalid. The applicant has not demonstrated any community-wide planning benefit that would distinguish this application from a textbook spot-zoning scenario.

**Ground 3: Inadequate Infrastructure on SW Lee Lane.** SW Lee Lane is a rural county road with no curb, gutter, sidewalks, urban-standard drainage, or municipal water and sewer infrastructure capable of supporting the 80 to 100 or more dwelling units that an 18.84-acre T3.2 development could generate. Benton County PDR 2023 §1.5 requires that adequate roads and infrastructure be considered in the development process. No traffic impact study, infrastructure adequacy report, sewer capacity analysis, or drainage plan has been filed with this application. The Commission cannot responsibly approve a T3.2 classification on this parcel without evidence that existing and planned infrastructure is adequate to support the resulting development.

**Ground 4: Dramatic and Unsupported Density Incompatibility.** A1 zoning requires a minimum 5-acre lot. T3.2 permits lots as small as approximately 3,000–5,000 square feet and multi-family dwellings. The density increase from current A1 to proposed T3.2 represents a ratio of more than 40:1. No transitional zoning analysis, compatibility study, or phasing plan has been submitted to justify this extreme density jump. The adjacent Stonecreek Subdivision — where my property is located — is a low-density platted residential community. The proposed T3.2 development would be fundamentally incompatible with the existing character of the surrounding neighborhood.

**Ground 5: No Showing of Changed Conditions or Original Mistake.** Arkansas law, as interpreted in *Chrobocinski v. City of Fort Smith* and related decisions, requires that a rezoning applicant demonstrate either a material mistake in the original zoning classification or substantially changed conditions in the area that make the current classification inappropriate. The applicant has submitted no evidence of either. General regional growth in the Bentonville area, without more, does not constitute the "substantially changed conditions" that Arkansas law requires to justify a rezoning of this magnitude on a specific rural parcel that remains agricultural in character and use.

**Ground 6: Unaddressed Stormwater, Floodplain, and Environmental Concerns.** The conversion of 18.84 acres of agricultural land to Sub-Urban Transect development will dramatically increase impervious surface coverage and resulting stormwater runoff, with potential adverse impacts on adjacent and downstream properties, including my own parcel. No

FEMA Flood Insurance Rate Map (FIRM) analysis, stormwater pollution prevention plan (SWPPP), or wetlands determination has been submitted with this application, as required by A.C.A. §14-17-206(b)(2)-(3) and applicable Benton County and Arkansas environmental regulations.

**Ground 7: Boundary and Acreage Ambiguity.** The legal description of parcel 01-07968-013, per Survey 2008-629, contains complex metes-and-bounds calls with a stated acreage of "18.83 acres more or less," while the Benton County Assessor's records reflect 18.84 acres. Before the Commission can act on a rezoning application, the boundaries and acreage of the subject parcel must be precisely and unambiguously established by a current, signed, and sealed boundary survey prepared by a licensed Arkansas Professional Land Surveyor. I respectfully request that this be required as a precondition of further consideration of this application.

**Formal Invocation of Protest Petition Rights Under A.C.A. §14-17-209.** I hereby formally notify the Benton County Planning Commission and Quorum Court that I am initiating the process of organizing a written protest petition pursuant to A.C.A. §14-17-209, and that I intend to submit a completed protest petition bearing signatures from owners representing 20% or more of the private land area within 300 feet of the boundary of parcel 01-07968-013. I respectfully request that this letter be noted on the record as the initiation of a formal protest and that the Commission preserve the record accordingly. Upon submission of a qualifying protest petition, any approval of this rezoning application by the Benton County Quorum Court will require a three-fourths ( $\frac{3}{4}$ ) supermajority vote, as mandated by Arkansas law.

**Formal Requests.** Based on all of the foregoing grounds, I respectfully request that the Benton County Planning Commission:

1. **Deny** the rezoning application for parcel 01-07968-013 (A1 to T3.2) in its entirety, based on its inconsistency with the Benton County Comprehensive Plan, its characteristics as illegal spotzoning, the infrastructure deficiency of SW Lee Lane, the absence of changed conditions, and the unaddressed environmental concerns documented above; or, in the alternative,
2. **Continue** the hearing to a future date, requiring the applicant to first submit: (a) a traffic and infrastructure impact study by a licensed Professional Engineer; (b) a sewer and water capacity analysis; (c) a stormwater and drainage study; (d) a FEMA FIRM floodplain analysis; (e) a current, signed, and sealed boundary survey for parcel 01-07968-013; and (f) a written Comprehensive Plan consistency analysis identifying specific policies that support the proposed T3.2 classification; and
3. **Ensure** that the record of this proceeding reflects this written objection in full, including all grounds stated herein.

I further request that the Planning Commission and Benton County Quorum Court provide all future notices, hearing dates, agendas, staff reports, and correspondence related to this rezoning application in writing to my address of record: Vincent A. Thompson, 6506 SW Brush Blvd, Bentonville, AR 72713.

I reserve all rights to supplement this objection with additional written or oral argument, to submit additional evidence at any hearing, and to pursue all available administrative and judicial remedies in connection with this application, including without limitation an appeal pursuant to A.C.A. §14-17-211 and any applicable Circuit Court challenge.

Respectfully submitted



**Vincent A. Thompson**

Property Owner | Parcel No. 01-13926-000  
6506 SW Brush Blvd, Bentonville, AR 72713

Date: MAY 6, 2026

Enclosures: Statutory/Regulatory Objections to Rezoning

The strongest independent grounds for objection are: (1) Comprehensive Plan inconsistency, (2) Spot zoning illegality, (3) Infrastructure deficiency on Lee Lane, and (8) the Protest Petition right. Any one of these, properly argued and documented, can be sufficient basis for denial or a required supermajority vote. Together, they present a formidable case against approval.

## VULNERABILITY NO. 1

### Consistency Failure with the Benton County Comprehensive Plan

**Plain-English Explanation:** Benton County's Planning and Development Regulations (PDR 2023, adopted by Quorum Court Ordinance No. O-2023) contain an explicit policy goal to *"protect and preserve, to the extent feasible and practicable, the agricultural and rural character of the County for successive generations."* SW Lee Lane, in Section 21-19-31, is a rural lane without urban infrastructure, surrounded by agricultural land and low-density residential parcels. Rezoning 18.84 acres of that agricultural corridor to T3.2 — a high-density Sub-Urban Transect classification allowing lot sizes as small as approximately 3,000–5,000 square feet, attached dwellings, and high lot-coverage ratios — directly contravenes the stated land-use policy of the County.

**The Law Requires Consistency:** Arkansas Code Annotated §14-17-206(d)(1) mandates that "plans are consistent with state plans and other related regional, county, and municipal plans... in order to avoid inconvenience and economic waste and to assure a coordinated and harmonious development of the county, region, and state." A rezoning decision that contradicts the adopted Comprehensive Plan is not entitled to a presumption of validity and is subject to reversal on appeal.

**Specific Argument:** The Planning Commission must affirmatively find that this rezoning is consistent with the Comprehensive Plan before approving it. The applicant has made no such showing. The Commission should require the applicant to demonstrate, on the record, which Comprehensive Plan goals or policies support the T3.2 classification for this rural parcel — and should deny the application if no such support exists.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206; A.C.A. §14-17-207; Benton County PDR 2023 (Ordinance No. O-2023), stated policy of agricultural preservation.

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## VULNERABILITY NO. 2

### Illegal Spot Zoning / Incompatible Classification

**Plain-English Explanation:** "Spot zoning" occurs when a small area is singled out for a use classification that is inconsistent with and incompatible with the surrounding zoning and land uses, primarily for the benefit of the property owner rather than the public. While the Frail parcel at 18.84 acres is not small in absolute terms, the principle applies: it would create an isolated pocket of dense Sub-Urban Transect zoning in a landscape that is otherwise agricultural (A1) or low-density platted residential (Stonecreek Subdivision). There is no contiguous T3.2 zoning in this area — meaning the applicant seeks a classification that has no geographic or planning connection to any adjacent urban zone.

**Arkansas Case Law:** Arkansas courts have consistently struck down spot zoning that benefits a single landowner at the expense of the surrounding community. The Arkansas Supreme Court in *Alderman v. City of Fayetteville* recognized the "single-tract benefit" test as a hallmark of illegal spot zoning. Similarly, in *City of Little Rock v. Breeding*, the court found that a rezoning creating a use incompatible with surrounding zones, without adequate justification, constitutes spot zoning. The absence of transitional zoning between A1 and T3.2 makes this application particularly vulnerable to a spot-zoning challenge in Circuit Court.

**Specific Argument:** T3.2 as applied to parcel 01-07968-013 would create a legally isolated zone of dense suburban development that: (a) serves no community-wide planning goal, (b) benefits only the applicant/Trust, and (c) is incompatible in character, density, and land use with every adjacent parcel. This is the textbook definition of illegal spot zoning under Arkansas law.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209; Arkansas common law on spot zoning (*Alderman v. City of Fayetteville*; *City of Little Rock v. Breeding*); Benton County PDR 2023 on zoning classifications.

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### **VULNERABILITY NO. 3**

#### **Infrastructure Deficiency on SW Lee Lane**

**Plain-English Explanation:** SW Lee Lane is a rural county road. It has no curb, no gutter, no sidewalks, no urban-standard drainage system, no municipal sewer connection adequate for urban density, and no municipal water infrastructure sized for 80 to 100 or more residential units that an 18.84-acre T3.2 development could produce. Sub-Urban Transect zoning (T3.2) by its SmartCode definition anticipates urban-grade public infrastructure, walkable streets, and municipal services. None of those conditions exist on SW Lee Lane today.

**The Regulation Requires Infrastructure Adequacy:** Benton County PDR 2023 §1.5 provides that "adequate roads and other infrastructure should be considered in the development process." The

Benton County Subdivision Regulations require that infrastructure — including roads, drainage, water, and sewer — meet county standards before plat approval can be granted. No traffic impact study has been filed with the rezoning application. No infrastructure adequacy report has been submitted. No evidence has been presented that Bentonville Water Utilities or Benton County Road Department has assessed the capacity of SW Lee Lane or utility infrastructure to support T3.2 density.

**Specific Argument:** The Planning Commission should require, as a minimum pre-condition for any further consideration of this application, the submission of: (a) a traffic impact analysis by a licensed Arkansas Professional Engineer, (b) a sewer and water infrastructure capacity study, and (c) a drainage and stormwater management plan. Absent these documents, the Commission cannot make an informed finding that the rezoning is appropriate or that public safety and welfare will be protected.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b)(4) (water, sewer, drainage adequacy); A.C.A. §14-17-208; Benton County PDR 2023 §1.5; Benton County Subdivision Regulations (infrastructure standards).

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#### **VULNERABILITY NO. 4**

##### **Dramatic Density Jump Incompatible with Surrounding Development**

**Plain-English Explanation:** Under Benton County's A1 (Agricultural) zoning classification, the minimum lot size is 5 acres. A single 18.84-acre A1 parcel could support at most 3 to 4 residential lots under current zoning. Under T3.2 (Sub-Urban Transect), lot sizes as small as approximately 3,000–5,000 square feet are permitted, multi-family attached housing may be allowed, and lot coverage ratios increase dramatically. At T3.2 densities, the subject parcel could potentially support 80 to 100 or more dwelling units — a density increase of more than 40:1 over the existing zoning. This is not a gradual or transitional density adjustment; it is an extreme leap that has no planning precedent or justification in the record.

**Adjacent Context:** The Stonecreek Subdivision — where Vincent Thompson's parcel (01-13926-000, Lot 27) is located — is a platted low-density residential subdivision. Lot 27 is 0.65 acres. The surrounding parcels in Section 21-19-31 reflect a mix of agricultural land and platted low-density residential development. T3.2 is the wrong classification for this location because there is no planning framework, no transition zone, and no urban context to support it.

**Specific Argument:** Planning best practice and Arkansas law require that rezoning be consistent with the character of surrounding uses. A density jump of 40:1 between an existing agricultural parcel and a

proposed sub-urban transect classification — with no intermediate transitional zoning analysis, no phasing plan, and no compatibility study — cannot be justified under the standards applicable to Benton County's planning authority.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(d)(1) (coordinated and harmonious development); Benton County PDR 2023; SmartCode T3.2 Transect standards; Benton County Zoning Regulations (A1 minimum lot size).

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#### VULNERABILITY NO. 5

##### **Leapfrog Development Pattern Outside Urban Growth Boundary**

**Plain-English Explanation:** "Leapfrog development" refers to the establishment of urban-density development at a location physically disconnected from the existing urban area and its supporting infrastructure — with undeveloped or agricultural land remaining between the new development and the existing urban fabric. The subject parcel (6103 SW Lee Ln, Section 21-19-31) lies in a rural agricultural corridor outside Bentonville's established urban growth area. Approving T3.2 zoning here would create a node of dense suburban development that is not contiguous with existing urban zones, lacks connecting infrastructure, and leapfrogs over lower-density transitional areas.

**The Policy Against Leapfrog Development:** Benton County PDR 2023 explicitly states the goal to "assure a coordinated and harmonious development of the County, region, and State." Scattered, disconnected urban-density development is the antithesis of coordinated planning. It creates inefficient public service delivery (fire, police, EMS, school bus routes), burdens county road infrastructure, and establishes precedent for further fragmented development throughout the rural landscape.

**Specific Argument:** The applicant must demonstrate that the subject parcel is within or immediately adjacent to an area designated for urban growth in the applicable Comprehensive Plan, and that urban infrastructure and services are available or contractually committed. If the parcel falls outside the designated urban growth area, the rezoning application fails on its face as a leapfrog development that contradicts coordinated county planning policy.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b) and §14-17-206(d)(1); Benton County PDR 2023 (coordinated development goal); standard planning doctrine on contiguous urban growth boundaries.

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#### VULNERABILITY NO. 6

## **Stormwater, Floodplain & Environmental Concerns**

**Plain-English Explanation:** The legal description of parcel 01-07968-013 (as established in Survey 2008-629) encompasses an irregular, complex metes-and-bounds tract in the NE¼ of the NW¼ of Section 21. This area of Benton County includes drainage features, seasonal drainage channels, and terrain consistent with portions of the floodplain or flood-fringe areas associated with area watersheds. Converting 18.84 acres from agricultural land (which is pervious and acts as a natural sponge for precipitation) to a Sub-Urban Transect development (which involves significant impervious surface from rooftops, driveways, parking areas, and streets) would dramatically increase the volume and velocity of stormwater runoff discharged to downstream properties and waterways — including potentially affecting adjacent parcels in Stonecreek Subdivision.

**The Regulatory Framework:** Benton County PDR 2023 requires stormwater pollution prevention plan (SWPPP) compliance, erosion control best management practices (BMPs), and consideration of flood hazard areas. The Arkansas Natural Resources Commission and the Arkansas Department of Energy & Environment (ADEE) impose stormwater permitting requirements for development sites exceeding one acre. A FEMA Flood Insurance Rate Map (FIRM) analysis has not been submitted with the application. No SWPPP, no drainage study, and no wetlands determination has been provided.

**Specific Argument:** Before the Commission can approve a T3.2 classification on 18.84 acres, the applicant must submit: (a) a FEMA FIRM analysis identifying whether any portion of the parcel falls within a Special Flood Hazard Area (SFHA), (b) a preliminary drainage and stormwater management study, and (c) evidence of compliance with or exemption from Arkansas Phase II MS4 stormwater permitting requirements.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b)(2) (protection of areas of environmental concern); A.C.A. §14-17-206(b)(3) (development of land subject to flooding); Benton County PDR 2023 (stormwater and BMP requirements); Arkansas Natural Resources Commission Stormwater Rules; FEMA NFIP/FIRM requirements.

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## **VULNERABILITY NO. 7**

### **No Changed Conditions to Justify Rezoning**

**Plain-English Explanation:** Arkansas law has long recognized that a rezoning is not a matter of the applicant's preference or economic interest alone — it requires a demonstrated planning justification. The two recognized justifications under Arkansas case law are: (1) that the original zoning classification

was a mistake, or (2) that conditions in the area have substantially changed since the original classification was assigned, making the original zoning no longer appropriate. The Frail Revocable Trust's application, as filed, presents neither ground. The parcel has been classified A1 — consistent with its agricultural character, its rural road access, and the character of Section 21-19-31 — and there is no evidence in the record that conditions have materially changed so as to warrant the dramatic jump to T3.2.

**The Legal Standard:** In *Chrobocinski v. City of Fort Smith*, the Arkansas Supreme Court held that a rezoning without a showing of mistake or substantially changed conditions is not a proper exercise of the zoning power and may be reversed on appeal. General growth in the Bentonville metropolitan area is insufficient as a "changed condition" to justify a 40:1 density increase on a specific rural parcel that remains agricultural in character.

**Specific Argument:** The Commission should require the applicant to make a specific, documented showing of either: (a) a material mistake in the original A1 classification of this parcel, or (b) specific, substantial changes in conditions in the immediate vicinity of the parcel that make T3.2 appropriate. General references to regional growth or Bentonville's expansion do not satisfy this legal standard when the immediate area remains agricultural and rural.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209; *Chrobocinski v. City of Fort Smith*; *Alderman v. City of Fayetteville*; Arkansas common law on rezoning justification standards.

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## VULNERABILITY NO. 8

### **Protest Petition Rights Under A.C.A. §14-17-209 (Supermajority Requirement)**

**Plain-English Explanation:** Arkansas law provides a powerful procedural protection for adjacent property owners who object to a rezoning. Under A.C.A. §14-17-209, if owners of 20% or more of the land area within 300 feet of the subject parcel (excluding streets and alleys) submit a written protest petition to the Planning Board or Quorum Court, the rezoning may be approved **only by a three-fourths (¾) supermajority vote** of the Quorum Court — rather than by a simple majority. This is one of the most powerful tools available to adjacent property owners and significantly raises the political threshold required for approval.

**Who Qualifies:** Vincent Thompson (parcel 01-13926-000, 0.65 acres) is an adjacent or nearby property owner within the Section 21-19-31 area. To trigger the supermajority requirement, Thompson and other nearby owners must collectively represent 20% or more of the private land area within 300 feet of the

boundary of parcel 01-07968-013 (excluding road rights-of-way). Given the size of the subject parcel and the configuration of Section 21, it is important to identify and contact all property owners within 300 feet of the parcel boundary as soon as possible.

**How to Organize a Protest Petition:**

1. Obtain the list of all property owners within 300 feet of parcel 01-07968-013 from the Benton County Assessor's office (215 E. Central Ave, Bentonville) or the Benton County GIS portal. Request this by parcel number and specify a 300-foot buffer.
2. Calculate the total private land area (excluding road rights-of-way) within 300 feet. You need signatures from owners representing at least 20% of that total area.
3. Draft a simple, clear protest petition letter stating: the parcel number of the rezoning application (01-07968-013), the classification change sought (A1 → T3.2), each signing owner's name, parcel number, acreage, and legal description, and a statement that the signer objects to the rezoning.
4. Collect notarized or witnessed signatures from each participating owner.
5. Submit the protest petition to the Benton County Planning Commission Secretary **before or at the public hearing**. Deliver a copy to the Benton County Quorum Court Clerk as well.
6. Once the petition is filed, the Commission must note it on the record, and any subsequent Quorum Court vote on the rezoning requires a  $\frac{3}{4}$  supermajority to approve.

**What It Accomplishes:** A valid protest petition does not guarantee denial — but it raises the approval threshold from a simple majority to a  $\frac{3}{4}$  supermajority of the Quorum Court, making approval significantly more difficult. It also creates a strong record of community opposition that the Commission and Quorum Court must acknowledge.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209(c) (protest petition and supermajority vote requirement for county zoning); Benton County PDR 2023 (zoning amendment procedures).

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**VULNERABILITY NO. 9**

**Procedural Notice Defects (Verify Before Hearing)**

**Plain-English Explanation:** Arkansas law imposes specific procedural notice requirements for county zoning actions. A failure to comply with any of these requirements may independently void or delay the

hearing, giving objectors the right to demand a continuance or challenge the proceeding. These defects can be powerful procedural grounds for objection, but they must be verified before the hearing — they cannot be assumed.

**Notice Requirements to Verify:**

7. **Certified Mail to Adjacent Owners:** Arkansas county planning law and Benton County PDR 2023 require that written notice be mailed to property owners within a specified distance of the subject parcel (typically all owners within 300 feet). Verify that you received proper certified or first-class mail notice of the hearing, including the correct parcel number and classification change. If notice was not sent to all adjacent owners, or if the parcel description in the notice was incorrect, this is a procedural defect.
8. **Newspaper Publication:** A.C.A. §14-17-207 and applicable county regulations require public notice by publication in a newspaper of general circulation in Benton County, at least 15 days before the date of the public hearing. Verify: (a) that publication occurred in a qualifying newspaper, (b) that the published notice ran at least 15 days before the hearing date, and (c) that the notice accurately identified the parcel, the applicant, and the proposed classification change.
9. **Application Accuracy:** Verify that the application correctly states the current zoning (A1), the proposed zoning (T3.2), the parcel acreage (18.84 acres), and the legal description. Errors in the application may render it procedurally defective.
10. **Posting on the Property:** Some county regulations also require physical posting of a notice sign on the subject property. Verify whether the parcel has been posted in accordance with any applicable Benton County requirements.

**Specific Argument:** If any notice defect is identified, Vincent Thompson should raise it at the outset of the hearing — before any substantive argument — and formally request either a continuance to allow proper notice to be given, or dismissal of the application without prejudice pending re-filing with proper notice.

**Statutory/Regulatory Authority:** A.C.A. §14-17-204; A.C.A. §14-17-207(b) (adoption and amendment procedures, notice requirements); Benton County PDR 2023 (application and hearing procedures).

## VULNERABILITY NO. 10

### Metes-and-Bounds Boundary Ambiguity – Survey 2008-629

**Plain-English Explanation:** The legal description of parcel 01-07968-013, as established in Survey 2008-629, contains multiple complex metes-and-bounds calls with irregular bearings, curve data, and multiple monuments referenced (found rebar pins, found iron pipes). The deed states "18.83 acres more or less," while the assessor record reflects 18.84 acres. This discrepancy, while small, raises a question: what is the actual, surveyed acreage of the parcel? The legal description includes at least one curve element (noted in associated documents with a delta angle of approximately 89°47'34" and a radius of 50.00 feet) and multiple bearing and distance calls that require independent verification.

**Why This Matters for Rezoning:** The exact boundaries of the parcel subject to rezoning must be clearly and unambiguously established before the Commission can act. If the boundaries are uncertain, overlap with adjacent parcels, include road rights-of-way that are not properly accounted for, or if the parcel's actual acreage differs materially from what is stated in the application, the Commission may be rezoning the wrong area or an incorrectly defined area. This is grounds to require an independent boundary survey as a condition of further consideration.

**Specific Argument:** Thompson requests that the Planning Commission require the applicant to submit a current, signed, and sealed boundary survey by a licensed Arkansas Professional Land Surveyor confirming the exact boundary and acreage of parcel 01-07968-013 before proceeding with the rezoning hearing. See Section 4 of this package for a complete guide to commissioning and using such a survey.

**Statutory/Regulatory Authority:** A.C.A. §14-17-208 (subdivision and plat requirements); Arkansas minimum technical standards for surveys (ASBPE&S); Benton County PDR 2023 (legal description requirements for zoning applications).

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## Vulnerability Scorecard Summary

The following table summarizes all ten identified vulnerabilities, their legal basis, strength, and the specific action required.

#	Vulnerability	Statutory / Regulatory Basis	Strength	Action Required
1	Comprehensive Plan Consistency Failure	A.C.A. §14-17-206(d)(1); Benton County PDR 2023	HIGH	Demand applicant identify specific Comp Plan policies supporting T3.2 on this parcel; submit written argument citing PDR 2023 agricultural preservation goal
2	Illegal Spot Zoning	A.C.A. §14-17-209; <i>Alderman v. City of Fayetteville</i> ; <i>City of Little Rock v. Breeding</i>	HIGH	Argue single-tract benefit; submit analysis of all surrounding zone classifications; preserve for circuit court appeal if approved
3	Infrastructure Deficiency – SW Lee Lane	A.C.A. §14-17-206(b)(4); Benton County PDR 2023 §1.5	HIGH	Demand traffic impact study, sewer/water capacity report, and drainage plan as conditions of further consideration; document Lee Lane's current condition with photographs
4	Dramatic Density Jump (40:1)	A.C.A. §14-17-206(d)(1); Benton County PDR 2023; SmartCode T3.2 standards	HIGH	Present density comparison analysis; document Stonecreek Subdivision lot sizes versus T3.2 minimums; request Commission find density incompatibility
5	Leapfrog Development Pattern	A.C.A. §14-17-206(b) & (d)(1); Benton County PDR 2023	MEDIUM	Obtain Benton County GIS map showing urban growth boundary and existing zoning in Section 21; demonstrate geographic disconnection from existing T3.x zones
6	Stormwater / Floodplain / Environmental	A.C.A. §14-17-206(b)(2)(3); Benton County PDR 2023; FEMA FIRM	MEDIUM	Request FEMA FIRM map review for Section 21-19-31; demand SWPPP and drainage study; document any drainage channels or wet areas on or near the parcel
7	No Changed Conditions / No Mistake Shown	A.C.A. §14-17-209; <i>Chrobocinski v. City of Fort Smith</i>	HIGH	Formally request applicant state on the record the specific mistake or changed condition justifying rezoning; argue general regional growth is insufficient
8	Protest Petition – ¾ Supermajority Right	A.C.A. §14-17-209(c); Benton County PDR 2023	HIGH	Immediately identify all owners within 300 feet; calculate 20% threshold; circulate petition; submit before or at hearing to Quorum Court Clerk
9	Procedural Notice Defects	A.C.A. §14-17-204; §14-17-207(b)	MEDIUM	Verify all four notice elements before hearing; if any defect found, raise at outset of hearing and demand continuance or dismissal
10	Metes-and-Bounds Boundary Ambiguity	A.C.A. §14-17-208; ASBPE&S standards; Benton County PDR 2023	MEDIUM	Commission independent boundary survey (see Section 4); request Commission require current sealed survey as condition of hearing; identify acreage discrepancy on the record

**Brent Dyer**  
6509 SW Brush Blvd  
Bentonville, AR 72713  
Parcel No. 01-13925-000

May 13, 2026

**Benton County Planning Commission**  
215 E. Central Ave.  
Bentonville, AR 72712  
Attn: Planning Commission Secretary

RE: Formal Written Objection to Rezoning Application – Parcel 01-07968-013  
Applicant: Frail Revocable Trust (Edward & Imelda Frail)  
Proposed Change: A1 (Agricultural) → T3.2 (Sub-Urban Transect)  
Location: 6103 SW Lee Ln, Bentonville, AR 72713 | NE¼ of NW¼, Section 21, T19N, R31W  
Hearing Date: May 19, 2026

Dear Members of the Benton County Planning Commission:

I, Brent Dyer, submit this letter as my formal written objection to the above-referenced rezoning application. I am the owner of record of the real property located at 6509 SW Brush Blvd, Bentonville, Arkansas 72713, identified as Parcel No. 01-13925-000 (Lot 26, Stonecreek Subdivision, Benton County, Arkansas), comprising 0.63 acres. My property is adjacent to or within close proximity of the subject rezoning parcel, and I have a direct, legally cognizable interest in the outcome of this application. I submit this written objection as an affected adjacent property owner with standing to appear and be heard in this proceeding.

The applicant, the Frail Revocable Trust (Edward & Imelda Frail), has filed an application seeking to rezone Parcel 01-07968-013 — a tract of approximately 18.84 acres located at 6103 SW Lee Ln, Bentonville, Arkansas 72713, legally described as the NE¼ of the NW¼ of Section 21, Township 19 North, Range 31 West, Benton County, Arkansas, per Survey 2008-629 — from its current classification of A1 (Agricultural) to T3.2 (Sub-Urban Transect) under the Benton County SmartCode and Planning and Development Regulations. I respectfully but firmly oppose this application in its entirety.

**Ground 1: Inconsistency with the Benton County Comprehensive Plan.** The Benton County Planning and Development Regulations (PDR 2023, Ordinance No. O-2023) express the County's explicit goal to "protect and preserve, to the extent feasible and practicable, the agricultural and rural character of the County for successive generations." The subject parcel is agricultural in character, located on a rural county road (SW Lee Lane), and surrounded by agricultural and low-density residential land. Rezoning 18.84 acres to T3.2 — which permits dense residential development with lot sizes as small as approximately 3,000–5,000 square feet and attached housing — directly contravenes this stated policy goal. The application fails to

demonstrate consistency with the Comprehensive Plan as required by A.C.A. §14-17-206(d)(1) and should be denied on this ground alone.

**Ground 2: Inadequate Infrastructure on SW Lee Lane.** SW Lee Lane is a rural county road with no curb, gutter, sidewalks, urban-standard drainage, or municipal water and sewer infrastructure capable of supporting the 80 to 100 or more dwelling units that an 18.84-acre T3.2 development could generate. Benton County PDR 2023 §1.5 requires that adequate roads and infrastructure be considered in the development process. No traffic impact study, infrastructure adequacy report, sewer capacity analysis, or drainage plan has been filed with this application. The Commission cannot responsibly approve a T3.2 classification on this parcel without evidence that existing and planned infrastructure is adequate to support the resulting development.

**Ground 3: Unaddressed Stormwater, Floodplain, and Environmental Concerns.** The conversion of 18.84 acres of agricultural land to Sub-Urban Transect development will dramatically increase impervious surface coverage and resulting stormwater runoff, with potential adverse impacts on adjacent and downstream properties, including my own parcel. No FEMA Flood Insurance Rate Map (FIRM) analysis, stormwater pollution prevention plan (SWPPP), or wetlands determination has been submitted with this application, as required by A.C.A. §14-17-206(b)(2)-(3) and applicable Benton County and Arkansas environmental regulations.

**Formal Requests.** Based on all of the foregoing grounds, I respectfully request that the Benton County Planning Commission:

1. **Deny** the rezoning application for parcel 01-07968-013 (A1 to T3.2) in its entirety, based on its inconsistency with the Benton County Comprehensive Plan, the infrastructure deficiency of SW Lee Lane, and the unaddressed environmental concerns documented above; or, in the alternative,
2. **Continue** the hearing to a future date, requiring the applicant to first submit: (a) a traffic and infrastructure impact study by a licensed Professional Engineer; (b) a sewer and water capacity analysis; (c) a stormwater and drainage study; (d) a FEMA FIRM floodplain analysis
3. **Ensure** that the record of this proceeding reflects this written objection in full, including all grounds stated herein.

I further request that the Planning Commission and Benton County Quorum Court provide all future notices, hearing dates, agendas, staff reports, and correspondence related to this rezoning application in writing to my address of record: Brent Dyer, 6509 SW Brush Blvd, Bentonville, AR 72713.

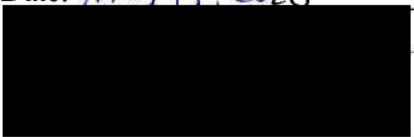
I reserve all rights to supplement this objection with additional written or oral argument, to submit additional evidence at any hearing, and to pursue all available administrative and judicial remedies in connection with this application, including without limitation an appeal pursuant to A.C.A. §14-17-211 and any applicable Circuit Court challenge.

Respectfully submitted,

**Brent Dyer**

Property Owner | Parcel No. 01-13925-000  
6509 SW Brush Blvd, Bentonville, AR 72713

Date: May 13, 2026



Vincent A. Thompson  
6506 SW Brush Blvd  
Bentonville, AR 72713

Owner Parcel: 01-13926-000

May 19, 2026

Benton County Planning Commission  
Benton County Administration Building  
215 E. Central Avenue  
Bentonville, Arkansas 72712

**RE: Formal Written Objection — Rezoning Application, A-1 (Agricultural) to T3.2**

**Subject Parcel: Regional Airport Boulevard Area, Unincorporated Benton County, Arkansas**

Dear Chairman and Members of the Planning Commission:

I am a property owner with real property located adjacent to or in the immediate vicinity of the subject parcel on Regional Airport Boulevard in unincorporated Benton County, Arkansas. I submit this written objection for entry into the official record of the above-referenced rezoning proceeding. As a landowner directly affected by this application, I have standing to object and respectfully request that the Commission give full consideration to the legal and planning concerns raised herein. I urge the Commission to deny the application for the reasons set forth below.

---

## **I. JURISDICTIONAL DEFECT**

The rezoning application seeks to reclassify the subject parcel to "T3.2," a transect-based zoning designation that originates exclusively from the City of Bentonville's form-based municipal code. T3.2 is not a zoning classification that has been adopted, codified, or incorporated into the Benton County Zoning Ordinance or any other official County land-use regulation. It is a creature of Bentonville's

municipal planning framework, applicable by the City's authority within its corporate limits — not by a county planning commission exercising jurisdiction over unincorporated land.

The Planning Commission's authority to act on rezoning applications is limited to classifications that exist within and are authorized by the Benton County Zoning Ordinance. Approving a rezoning to a zoning district that does not appear in the County's own code would be an act in excess of the Commission's jurisdiction and contrary to the authority vested in it under Arkansas law. Such action would have no lawful foundation and would be subject to legal challenge.

No intergovernmental agreement, annexation, or County ordinance has been identified that would authorize the application of Bentonville's T3.2 classification to this parcel. Unless and until the County formally adopts this classification through the standard ordinance-amendment process — with public notice, Commission recommendation, and Quorum Court approval — it cannot lawfully serve as the basis for a rezoning within unincorporated Benton County.

## **II. INCONSISTENCY WITH COUNTY LAND-USE PLANNING**

The subject parcel currently carries an A-1 (Agricultural) designation under the Benton County zoning framework. This classification reflects the rural-agricultural character of the surrounding area along Regional Airport Boulevard, which retains the land-use character consistent with agricultural and low-intensity uses. The County's comprehensive planning documents do not identify this corridor for urban transect-scale development of the density and character contemplated by the T3.2 classification.

A valid rezoning decision must be supported by findings that the proposed reclassification is consistent with the applicable comprehensive plan, compatible with surrounding uses, and responsive to a demonstrated change in conditions or public need. No such findings can be made here: the T3.2 classification does not exist in County law, no County future land-use map supports an urban transect designation in this location, and the surrounding land uses remain agricultural in character.

Approval would represent an arbitrary departure from the County's established land-use framework, unsupported by the evidence the law requires. I respectfully submit that such a departure would fail to satisfy the legal standards for a valid rezoning under Arkansas law.

## **III. PROCEDURAL INVALIDITY**

Because T3.2 does not exist as a recognized zoning classification within the Benton County Zoning Ordinance, the Commission lacks a legally established standard against which to evaluate this application, impose meaningful conditions of approval, or make the affirmative findings required by law. A rezoning that creates a legally undefined zoning classification on the County's official zoning map would be unenforceable and would create substantial ambiguity for future land-use decisions affecting this and neighboring parcels.

Furthermore, permitting a rezoning to a non-County classification bypasses the legislative process — specifically, the public notice, deliberation, and vote by the Quorum Court — that is required when new zoning classifications are created or adopted. The applicant cannot obtain through a site-specific rezoning what can only be properly achieved through a County-wide ordinance amendment.

#### **IV. PRECEDENT AND GOVERNANCE CONCERNS**

Approval of this application would set a significant and harmful precedent: that private applicants may import and apply zoning designations from neighboring municipalities to unincorporated Benton County land, bypassing the County's own legislative process. This would undermine the integrity of the County's planning framework, erode the public's confidence in the predictability and consistency of land-use decisions, and invite future speculative applications premised on non-county zoning classifications.

The Commission's role is to apply the County's adopted regulations consistently and within its lawful authority. Approval here would compromise that role in a manner that could have lasting implications for governance and land-use administration throughout unincorporated Benton County.

#### **V. IMPACTS TO ADJACENT PROPERTY OWNERS**

The approval of a T3.2-equivalent urban transect designation — or any development permitted at that density — would cause concrete harm to adjacent property owners, including the undersigned.

Anticipated impacts include:

- Increased traffic volume on Regional Airport Boulevard and connecting rural roads not designed for urban-scale traffic;
- Alteration of stormwater and drainage patterns affecting neighboring parcels;

- Loss of the agricultural character and buffer that A-1 zoning provides to adjacent landowners; and
- Potential diminution of property values for parcels that currently rely on the protections of A-1 designation.

These are not speculative harms. They are predictable, documented consequences of urban-scale rezoning in agricultural corridors, and they weigh heavily against approval in any impact analysis properly conducted by this Commission.

#### **VI. REQUEST FOR DENIAL**

For all of the foregoing reasons — jurisdictional defect, inconsistency with County land-use planning, procedural invalidity, governance concerns, and direct harm to adjacent property owners — I respectfully and formally request that the Benton County Planning Commission **DENY** this rezoning application in its entirety.

If the applicant believes that urban transect zoning is appropriate for this parcel, the proper course is to petition the Benton County Quorum Court to adopt the T3.2 classification (or an equivalent) into the County Zoning Ordinance through the standard legislative process, with full public notice and opportunity for comment, before seeking a site-specific rezoning. The Commission should not take the shortcut that process is designed to prevent.

I thank the Commission for its time and careful consideration of this objection. I respectfully request that this letter be entered into the official record of this proceeding.

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Respectfully submitted,

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Vincent A. Thompson

— End of Written Objection —

# STATEMENT OF OBJECTION TO REZONING REQUEST

A-1 (Agricultural) to T3.2 – Benton County Planning Commission Hearing

Submitted by an Affected Adjacent Property Owner | Regional Airport Boulevard Area | Unincorporated  
Benton County, Arkansas

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I am a property owner directly adjacent to or in the vicinity of the subject parcel located along Regional Airport Boulevard in unincorporated Benton County, Arkansas. I respectfully submit this statement in opposition to the pending application seeking to rezone the subject property from A-1 (Agricultural) to T3.2, a transect-based zoning designation originating from the City of Bentonville's form-based code. I urge this Commission to deny the request on the following grounds.

## CORE OBJECTIONS

1. Jurisdictional Defect — T3.2 is a City of Bentonville zoning district established under Bentonville's municipal form-based code. Benton County has not adopted the T3.2 transect classification, nor does it appear in the County's official zoning ordinance. Applying a municipality's zoning designation to unincorporated county land exceeds the lawful authority of this Commission and constitutes a jurisdictional defect that renders the application facially invalid.
2. Incompatibility with Benton County Land-Use Designation — The subject parcel is designated A-1 (Agricultural) under the Benton County land-use framework. The surrounding area retains rural-agricultural character. No county-adopted future land-use plan or corridor study identifies this parcel for urban transect development. Approval would be inconsistent with the County's own comprehensive planning documents and would constitute an unsupported leap in density and land-use character.
3. Procedural Invalidity — Because T3.2 does not exist within the Benton County Zoning Ordinance, there is no legally established standard against which this Commission can evaluate the application, impose conditions, or make the findings required by Arkansas law for a valid rezoning. Granting the request would create an unenforceable, legally ambiguous zoning classification on the County's official zoning map.

## PRECEDENT AND GOVERNANCE CONCERNS

Approval would establish a troubling precedent: that applicants may import zoning designations from neighboring municipalities and apply them to unincorporated county land without legislative action by the County. This would circumvent the public process by which zoning ordinance amendments are normally

adopted, undermine the integrity of the County's planning framework, and open the door to future speculative rezoning requests premised on non-county classifications.

### **IMPACTS TO ADJACENT PROPERTIES**

If approved, the T3.2 designation — or any urban-scale development permitted under an equivalent density — would generate increased traffic on Regional Airport Boulevard, alter drainage and stormwater patterns affecting neighboring parcels, diminish the rural character and property values of adjacent agricultural landowners, and introduce incompatible uses immediately adjacent to properties currently relying on A-1 protections.

### **REQUEST FOR DENIAL**

*For the reasons stated above, I respectfully request that the Benton County Planning Commission **DENY** this rezoning application. If the applicant believes the subject property warrants a change in zoning, the appropriate remedy is for the County to first adopt the relevant zoning classification through its standard ordinance-amendment process — with full public notice, Commission review, and Quorum Court approval — before any site-specific rezoning is considered.*

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*This statement is submitted for the official record of the Benton County Planning Commission hearing. | May 2026*

Vincent A. Thompson  
6506 SW Brush Blvd  
Bentonville, AR 72713

Owner Parcel: 01-13926-000

May 19, 2026

Benton County Planning Commission  
Benton County Administration Building  
215 E. Central Avenue  
Bentonville, Arkansas 72712

**RE: Formal Written Objection — Rezoning Application, A-1 (Agricultural) to T3.2**

**Subject Parcel: Regional Airport Boulevard Area, Unincorporated Benton County, Arkansas**

Dear Chairman and Members of the Planning Commission:

I am a property owner with real property located adjacent to or in the immediate vicinity of the subject parcel on Regional Airport Boulevard in unincorporated Benton County, Arkansas. I submit this written objection for entry into the official record of the above-referenced rezoning proceeding. As a landowner directly affected by this application, I have standing to object and respectfully request that the Commission give full consideration to the legal and planning concerns raised herein. I urge the Commission to deny the application for the reasons set forth below.

---

### **I. JURISDICTIONAL DEFECT**

The rezoning application seeks to reclassify the subject parcel to "T3.2," a transect-based zoning designation that originates exclusively from the City of Bentonville's form-based municipal code. T3.2 is not a zoning classification that has been adopted, codified, or incorporated into the Benton County Zoning Ordinance or any other official County land-use regulation. It is a creature of Bentonville's

municipal planning framework, applicable by the City's authority within its corporate limits — not by a county planning commission exercising jurisdiction over unincorporated land.

The Planning Commission's authority to act on rezoning applications is limited to classifications that exist within and are authorized by the Benton County Zoning Ordinance. Approving a rezoning to a zoning district that does not appear in the County's own code would be an act in excess of the Commission's jurisdiction and contrary to the authority vested in it under Arkansas law. Such action would have no lawful foundation and would be subject to legal challenge.

No intergovernmental agreement, annexation, or County ordinance has been identified that would authorize the application of Bentonville's T3.2 classification to this parcel. Unless and until the County formally adopts this classification through the standard ordinance-amendment process — with public notice, Commission recommendation, and Quorum Court approval — it cannot lawfully serve as the basis for a rezoning within unincorporated Benton County.

## **II. INCONSISTENCY WITH COUNTY LAND-USE PLANNING**

The subject parcel currently carries an A-1 (Agricultural) designation under the Benton County zoning framework. This classification reflects the rural-agricultural character of the surrounding area along Regional Airport Boulevard, which retains the land-use character consistent with agricultural and low-intensity uses. The County's comprehensive planning documents do not identify this corridor for urban transect-scale development of the density and character contemplated by the T3.2 classification.

A valid rezoning decision must be supported by findings that the proposed reclassification is consistent with the applicable comprehensive plan, compatible with surrounding uses, and responsive to a demonstrated change in conditions or public need. No such findings can be made here: the T3.2 classification does not exist in County law, no County future land-use map supports an urban transect designation in this location, and the surrounding land uses remain agricultural in character.

Approval would represent an arbitrary departure from the County's established land-use framework, unsupported by the evidence the law requires. I respectfully submit that such a departure would fail to satisfy the legal standards for a valid rezoning under Arkansas law.

## **III. PROCEDURAL INVALIDITY**

Because T3.2 does not exist as a recognized zoning classification within the Benton County Zoning Ordinance, the Commission lacks a legally established standard against which to evaluate this application, impose meaningful conditions of approval, or make the affirmative findings required by law. A rezoning that creates a legally undefined zoning classification on the County's official zoning map would be unenforceable and would create substantial ambiguity for future land-use decisions affecting this and neighboring parcels.

Furthermore, permitting a rezoning to a non-County classification bypasses the legislative process — specifically, the public notice, deliberation, and vote by the Quorum Court — that is required when new zoning classifications are created or adopted. The applicant cannot obtain through a site-specific rezoning what can only be properly achieved through a County-wide ordinance amendment.

#### **IV. PRECEDENT AND GOVERNANCE CONCERNS**

Approval of this application would set a significant and harmful precedent: that private applicants may import and apply zoning designations from neighboring municipalities to unincorporated Benton County land, bypassing the County's own legislative process. This would undermine the integrity of the County's planning framework, erode the public's confidence in the predictability and consistency of land-use decisions, and invite future speculative applications premised on non-county zoning classifications.

The Commission's role is to apply the County's adopted regulations consistently and within its lawful authority. Approval here would compromise that role in a manner that could have lasting implications for governance and land-use administration throughout unincorporated Benton County.

#### **V. IMPACTS TO ADJACENT PROPERTY OWNERS**

The approval of a T3.2-equivalent urban transect designation — or any development permitted at that density — would cause concrete harm to adjacent property owners, including the undersigned. Anticipated impacts include:

- Increased traffic volume on Regional Airport Boulevard and connecting rural roads not designed for urban-scale traffic;
- Alteration of stormwater and drainage patterns affecting neighboring parcels;

- Loss of the agricultural character and buffer that A-1 zoning provides to adjacent landowners; and
- Potential diminution of property values for parcels that currently rely on the protections of A-1 designation.

These are not speculative harms. They are predictable, documented consequences of urban-scale rezoning in agricultural corridors, and they weigh heavily against approval in any impact analysis properly conducted by this Commission.

## **VI. REQUEST FOR DENIAL**


For all of the foregoing reasons — jurisdictional defect, inconsistency with County land-use planning, procedural invalidity, governance concerns, and direct harm to adjacent property owners — I respectfully and formally request that the Benton County Planning Commission **DENY** this rezoning application in its entirety.

If the applicant believes that urban transect zoning is appropriate for this parcel, the proper course is to petition the Benton County Quorum Court to adopt the T3.2 classification (or an equivalent) into the County Zoning Ordinance through the standard legislative process, with full public notice and opportunity for comment, before seeking a site-specific rezoning. The Commission should not take the shortcut that process is designed to prevent.

I thank the Commission for its time and careful consideration of this objection. I respectfully request that this letter be entered into the official record of this proceeding.

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Respectfully submitted,

  
Vincent A. Thompson

— End of Written Objection —

# Notice of Intent to Rezone

Project #: RZ26-0017

Crafton Tull has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from: SW Regional Airport Blvd to Walnut Grove Subdivision

The legal description of the property is:

[PLEASE SEE FOLLOWING PAGE]

The common description of the property is: SW Regional Airport Blvd Rezone

The Public Hearing will be held on May 19, 2026, at 5:00 pm, at:

Bentonville City Hall  
305 SW A St.  
Bentonville, AR 72712

***This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:***

1. Attend the public hearing and express your views. You can attend online by going to bentonvillear.com/592/Agendas-Minutes
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at City Hall.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville City Hall.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at [planning@bentonvillear.com](mailto:planning@bentonvillear.com).

I have received notice of the public hearing for the rezoning of the above described property and:

I have no objections to the rezoning

I object to the rezoning because:

1) INCONSISTENCY WITH BENTON COUNTY PDR 2023; 2) ILLEGAL SPOT ZONING AS T3.2 HAS NO OTHER TBX ZONING IN VICINITY; 3) INADEQUATE INFRASTRUCTURE ON SW LEE LANE; 4) DRAMATIC & UNSUPPORTED DENSITY INCOMPATIBILITY INCREASES DENSITY WITH NO TRANSITION ZONING; 5) APPLICANT NO SHOWING OF CHANGED CONDITIONS OR ORIGINAL ZONING MISTAKE; 6) UNADDRESSED STORMWATER, FLOODPLAIN, AND ENVIRONMENTAL CONCERNS WITH FIRM ANALYSIS, SUPPLEMENT; 7) BOUNDARY AND ACREAGE AMBIGUITY REQUIRES PRECISE CURRENT BOUNDARY SURVEY

6506 S.W. BRUSH BLVD, 72713

Signature & Physical Address

Signature & Physical Address

**Vincent A. Thompson**  
6506 SW Brush Blvd  
Bentonville, AR 72713  
Parcel No. 01-13926-000

May 6, 2026

**Benton County Planning Commission**  
215 E. Central Ave.  
Bentonville, AR 72712  
Attn: Planning Commission Secretary

RE: Formal Written Objection to Rezoning Application – Parcel 01-07968-013  
Applicant: Frail Revocable Trust (Edward & Imelda Frail)  
Proposed Change: A1 (Agricultural) → T3.2 (Sub-Urban Transect)  
Location: 6103 SW Lee Ln, Bentonville, AR 72713 | NE¼ of NW¼, Section 21, T19N, R31W  
Hearing Date: May 19, 2026

Dear Members of the Benton County Planning Commission:

I, Vincent A. Thompson, submit this letter as my formal written objection to the above-referenced rezoning application. I am the owner of record of the real property located at 6506 SW Brush Blvd, Bentonville, Arkansas 72713, identified as Parcel No. 01-13926-000 (Lot 27, Stonecreek Subdivision, Section 21, Township 19 North, Range 31 West, Benton County, Arkansas), comprising 0.65 acres. My property is adjacent to or within close proximity of the subject rezoning parcel, and I have a direct, legally cognizable interest in the outcome of this application. I submit this written objection as an affected adjacent property owner with standing to appear and be heard in this proceeding.

The applicant, the Frail Revocable Trust (Edward & Imelda Frail), has filed an application seeking to rezone Parcel 01-07968-013 — a tract of approximately 18.84 acres located at 6103 SW Lee Ln, Bentonville, Arkansas 72713, legally described as the NE¼ of the NW¼ of Section 21, Township 19 North, Range 31 West, Benton County, Arkansas, per Survey 2008-629 — from its current classification of A1 (Agricultural) to T3.2 (Sub-Urban Transect) under the Benton County SmartCode and Planning and Development Regulations. I respectfully but firmly oppose this application in its entirety.

**Ground 1: Inconsistency with the Benton County Comprehensive Plan.** The Benton County Planning and Development Regulations (PDR 2023, Ordinance No. O-2023) express the County's explicit goal to "protect and preserve, to the extent feasible and practicable, the agricultural and rural character of the County for successive generations." The subject parcel is agricultural in character, located on a rural county road (SW Lee Lane), and surrounded by agricultural and low-density residential land. Rezoning 18.84 acres to T3.2 — which permits dense residential development with lot sizes as small as approximately 3,000–5,000 square feet and attached housing — directly contravenes this stated policy goal. The application fails to

demonstrate consistency with the Comprehensive Plan as required by A.C.A. §14-17-206(d)(1) and should be denied on this ground alone.

**Ground 2: Illegal Spot Zoning.** The proposed T3.2 classification would create an isolated pocket of dense Sub-Urban Transect zoning surrounded entirely by agricultural (A1) and low-density residential land with no contiguous T3.x zoning in the vicinity. This constitutes illegal spot zoning under Arkansas law. The Arkansas Supreme Court and Court of Appeals have consistently held that rezonings which single out a parcel for a use incompatible with surrounding zoning classifications — for the primary benefit of the property owner rather than the general public — are invalid. The applicant has not demonstrated any community-wide planning benefit that would distinguish this application from a textbook spot-zoning scenario.

**Ground 3: Inadequate Infrastructure on SW Lee Lane.** SW Lee Lane is a rural county road with no curb, gutter, sidewalks, urban-standard drainage, or municipal water and sewer infrastructure capable of supporting the 80 to 100 or more dwelling units that an 18.84-acre T3.2 development could generate. Benton County PDR 2023 §1.5 requires that adequate roads and infrastructure be considered in the development process. No traffic impact study, infrastructure adequacy report, sewer capacity analysis, or drainage plan has been filed with this application. The Commission cannot responsibly approve a T3.2 classification on this parcel without evidence that existing and planned infrastructure is adequate to support the resulting development.

**Ground 4: Dramatic and Unsupported Density Incompatibility.** A1 zoning requires a minimum 5-acre lot. T3.2 permits lots as small as approximately 3,000–5,000 square feet and multi-family dwellings. The density increase from current A1 to proposed T3.2 represents a ratio of more than 40:1. No transitional zoning analysis, compatibility study, or phasing plan has been submitted to justify this extreme density jump. The adjacent Stonecreek Subdivision — where my property is located — is a low-density platted residential community. The proposed T3.2 development would be fundamentally incompatible with the existing character of the surrounding neighborhood.

**Ground 5: No Showing of Changed Conditions or Original Mistake.** Arkansas law, as interpreted in *Chrobocinski v. City of Fort Smith* and related decisions, requires that a rezoning applicant demonstrate either a material mistake in the original zoning classification or substantially changed conditions in the area that make the current classification inappropriate. The applicant has submitted no evidence of either. General regional growth in the Bentonville area, without more, does not constitute the "substantially changed conditions" that Arkansas law requires to justify a rezoning of this magnitude on a specific rural parcel that remains agricultural in character and use.

**Ground 6: Unaddressed Stormwater, Floodplain, and Environmental Concerns.** The conversion of 18.84 acres of agricultural land to Sub-Urban Transect development will dramatically increase impervious surface coverage and resulting stormwater runoff, with potential adverse impacts on adjacent and downstream properties, including my own parcel. No

FEMA Flood Insurance Rate Map (FIRM) analysis, stormwater pollution prevention plan (SWPPP), or wetlands determination has been submitted with this application, as required by A.C.A. §14-17-206(b)(2)-(3) and applicable Benton County and Arkansas environmental regulations.

**Ground 7: Boundary and Acreage Ambiguity.** The legal description of parcel 01-07968-013, per Survey 2008-629, contains complex metes-and-bounds calls with a stated acreage of "18.83 acres more or less," while the Benton County Assessor's records reflect 18.84 acres. Before the Commission can act on a rezoning application, the boundaries and acreage of the subject parcel must be precisely and unambiguously established by a current, signed, and sealed boundary survey prepared by a licensed Arkansas Professional Land Surveyor. I respectfully request that this be required as a precondition of further consideration of this application.

**Formal Invocation of Protest Petition Rights Under A.C.A. §14-17-209.** I hereby formally notify the Benton County Planning Commission and Quorum Court that I am initiating the process of organizing a written protest petition pursuant to A.C.A. §14-17-209, and that I intend to submit a completed protest petition bearing signatures from owners representing 20% or more of the private land area within 300 feet of the boundary of parcel 01-07968-013. I respectfully request that this letter be noted on the record as the initiation of a formal protest and that the Commission preserve the record accordingly. Upon submission of a qualifying protest petition, any approval of this rezoning application by the Benton County Quorum Court will require a three-fourths ( $\frac{3}{4}$ ) supermajority vote, as mandated by Arkansas law.

**Formal Requests.** Based on all of the foregoing grounds, I respectfully request that the Benton County Planning Commission:

1. **Deny** the rezoning application for parcel 01-07968-013 (A1 to T3.2) in its entirety, based on its inconsistency with the Benton County Comprehensive Plan, its characteristics as illegal spotzoning, the infrastructure deficiency of SW Lee Lane, the absence of changed conditions, and the unaddressed environmental concerns documented above; or, in the alternative,
2. **Continue** the hearing to a future date, requiring the applicant to first submit: (a) a traffic and infrastructure impact study by a licensed Professional Engineer; (b) a sewer and water capacity analysis; (c) a stormwater and drainage study; (d) a FEMA FIRM floodplain analysis; (e) a current, signed, and sealed boundary survey for parcel 01-07968-013; and (f) a written Comprehensive Plan consistency analysis identifying specific policies that support the proposed T3.2 classification; and
3. **Ensure** that the record of this proceeding reflects this written objection in full, including all grounds stated herein.

I further request that the Planning Commission and Benton County Quorum Court provide all future notices, hearing dates, agendas, staff reports, and correspondence related to this rezoning application in writing to my address of record: Vincent A. Thompson, 6506 SW Brush Blvd, Bentonville, AR 72713.

I reserve all rights to supplement this objection with additional written or oral argument, to submit additional evidence at any hearing, and to pursue all available administrative and judicial remedies in connection with this application, including without limitation an appeal pursuant to A.C.A. §14-17-211 and any applicable Circuit Court challenge.

Respectfully submitted,

A large black rectangular redaction box covering the signature area.

**Vincent A. Thompson**

Property Owner | Parcel No. 01-13926-000  
6506 SW Brush Blvd, Bentonville, AR 72713

Date: MAY 6, 2026

Enclosures: Statutory/Regulatory Objections to Rezoning

The strongest independent grounds for objection are: (1) Comprehensive Plan inconsistency, (2) Spot zoning illegality, (3) Infrastructure deficiency on Lee Lane, and (8) the Protest Petition right. Any one of these, properly argued and documented, can be sufficient basis for denial or a required supermajority vote. Together, they present a formidable case against approval.

## VULNERABILITY NO. 1

### Consistency Failure with the Benton County Comprehensive Plan

**Plain-English Explanation:** Benton County's Planning and Development Regulations (PDR 2023, adopted by Quorum Court Ordinance No. O-2023) contain an explicit policy goal to *"protect and preserve, to the extent feasible and practicable, the agricultural and rural character of the County for successive generations."* SW Lee Lane, in Section 21-19-31, is a rural lane without urban infrastructure, surrounded by agricultural land and low-density residential parcels. Rezoning 18.84 acres of that agricultural corridor to T3.2 — a high-density Sub-Urban Transect classification allowing lot sizes as small as approximately 3,000–5,000 square feet, attached dwellings, and high lot-coverage ratios — directly contravenes the stated land-use policy of the County.

**The Law Requires Consistency:** Arkansas Code Annotated §14-17-206(d)(1) mandates that "plans are consistent with state plans and other related regional, county, and municipal plans... in order to avoid inconvenience and economic waste and to assure a coordinated and harmonious development of the county, region, and state." A rezoning decision that contradicts the adopted Comprehensive Plan is not entitled to a presumption of validity and is subject to reversal on appeal.

**Specific Argument:** The Planning Commission must affirmatively find that this rezoning is consistent with the Comprehensive Plan before approving it. The applicant has made no such showing. The Commission should require the applicant to demonstrate, on the record, which Comprehensive Plan goals or policies support the T3.2 classification for this rural parcel — and should deny the application if no such support exists.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206; A.C.A. §14-17-207; Benton County PDR 2023 (Ordinance No. O-2023), stated policy of agricultural preservation.

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## VULNERABILITY NO. 2

### Illegal Spot Zoning / Incompatible Classification

**Plain-English Explanation:** "Spot zoning" occurs when a small area is singled out for a use classification that is inconsistent with and incompatible with the surrounding zoning and land uses, primarily for the benefit of the property owner rather than the public. While the Frail parcel at 18.84 acres is not small in absolute terms, the principle applies: it would create an isolated pocket of dense Sub-Urban Transect zoning in a landscape that is otherwise agricultural (A1) or low-density platted residential (Stonecreek Subdivision). There is no contiguous T3.2 zoning in this area — meaning the applicant seeks a classification that has no geographic or planning connection to any adjacent urban zone.

**Arkansas Case Law:** Arkansas courts have consistently struck down spot zoning that benefits a single landowner at the expense of the surrounding community. The Arkansas Supreme Court in *Alderman v. City of Fayetteville* recognized the "single-tract benefit" test as a hallmark of illegal spot zoning. Similarly, in *City of Little Rock v. Breeding*, the court found that a rezoning creating a use incompatible with surrounding zones, without adequate justification, constitutes spot zoning. The absence of transitional zoning between A1 and T3.2 makes this application particularly vulnerable to a spot-zoning challenge in Circuit Court.

**Specific Argument:** T3.2 as applied to parcel 01-07968-013 would create a legally isolated zone of dense suburban development that: (a) serves no community-wide planning goal, (b) benefits only the applicant/Trust, and (c) is incompatible in character, density, and land use with every adjacent parcel. This is the textbook definition of illegal spot zoning under Arkansas law.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209; Arkansas common law on spot zoning (*Alderman v. City of Fayetteville*; *City of Little Rock v. Breeding*); Benton County PDR 2023 on zoning classifications.

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### **VULNERABILITY NO. 3**

#### **Infrastructure Deficiency on SW Lee Lane**

**Plain-English Explanation:** SW Lee Lane is a rural county road. It has no curb, no gutter, no sidewalks, no urban-standard drainage system, no municipal sewer connection adequate for urban density, and no municipal water infrastructure sized for 80 to 100 or more residential units that an 18.84-acre T3.2 development could produce. Sub-Urban Transect zoning (T3.2) by its SmartCode definition anticipates urban-grade public infrastructure, walkable streets, and municipal services. None of those conditions exist on SW Lee Lane today.

**The Regulation Requires Infrastructure Adequacy:** Benton County PDR 2023 §1.5 provides that "adequate roads and other infrastructure should be considered in the development process." The

Benton County Subdivision Regulations require that infrastructure — including roads, drainage, water, and sewer — meet county standards before plat approval can be granted. No traffic impact study has been filed with the rezoning application. No infrastructure adequacy report has been submitted. No evidence has been presented that Bentonville Water Utilities or Benton County Road Department has assessed the capacity of SW Lee Lane or utility infrastructure to support T3.2 density.

**Specific Argument:** The Planning Commission should require, as a minimum pre-condition for any further consideration of this application, the submission of: (a) a traffic impact analysis by a licensed Arkansas Professional Engineer, (b) a sewer and water infrastructure capacity study, and (c) a drainage and stormwater management plan. Absent these documents, the Commission cannot make an informed finding that the rezoning is appropriate or that public safety and welfare will be protected.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b)(4) (water, sewer, drainage adequacy); A.C.A. §14-17-208; Benton County PDR 2023 §1.5; Benton County Subdivision Regulations (infrastructure standards).

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#### **VULNERABILITY NO. 4**

##### **Dramatic Density Jump Incompatible with Surrounding Development**

**Plain-English Explanation:** Under Benton County's A1 (Agricultural) zoning classification, the minimum lot size is 5 acres. A single 18.84-acre A1 parcel could support at most 3 to 4 residential lots under current zoning. Under T3.2 (Sub-Urban Transect), lot sizes as small as approximately 3,000–5,000 square feet are permitted, multi-family attached housing may be allowed, and lot coverage ratios increase dramatically. At T3.2 densities, the subject parcel could potentially support 80 to 100 or more dwelling units — a density increase of more than 40:1 over the existing zoning. This is not a gradual or transitional density adjustment; it is an extreme leap that has no planning precedent or justification in the record.

**Adjacent Context:** The Stonecreek Subdivision — where Vincent Thompson's parcel (01-13926-000, Lot 27) is located — is a platted low-density residential subdivision. Lot 27 is 0.65 acres. The surrounding parcels in Section 21-19-31 reflect a mix of agricultural land and platted low-density residential development. T3.2 is the wrong classification for this location because there is no planning framework, no transition zone, and no urban context to support it.

**Specific Argument:** Planning best practice and Arkansas law require that rezoning be consistent with the character of surrounding uses. A density jump of 40:1 between an existing agricultural parcel and a

proposed sub-urban transect classification — with no intermediate transitional zoning analysis, no phasing plan, and no compatibility study — cannot be justified under the standards applicable to Benton County's planning authority.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(d)(1) (coordinated and harmonious development); Benton County PDR 2023; SmartCode T3.2 Transect standards; Benton County Zoning Regulations (A1 minimum lot size).

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## **VULNERABILITY NO. 5**

### **Leapfrog Development Pattern Outside Urban Growth Boundary**

**Plain-English Explanation:** "Leapfrog development" refers to the establishment of urban-density development at a location physically disconnected from the existing urban area and its supporting infrastructure — with undeveloped or agricultural land remaining between the new development and the existing urban fabric. The subject parcel (6103 SW Lee Ln, Section 21-19-31) lies in a rural agricultural corridor outside Bentonville's established urban growth area. Approving T3.2 zoning here would create a node of dense suburban development that is not contiguous with existing urban zones, lacks connecting infrastructure, and leapfrogs over lower-density transitional areas.

**The Policy Against Leapfrog Development:** Benton County PDR 2023 explicitly states the goal to "assure a coordinated and harmonious development of the County, region, and State." Scattered, disconnected urban-density development is the antithesis of coordinated planning. It creates inefficient public service delivery (fire, police, EMS, school bus routes), burdens county road infrastructure, and establishes precedent for further fragmented development throughout the rural landscape.

**Specific Argument:** The applicant must demonstrate that the subject parcel is within or immediately adjacent to an area designated for urban growth in the applicable Comprehensive Plan, and that urban infrastructure and services are available or contractually committed. If the parcel falls outside the designated urban growth area, the rezoning application fails on its face as a leapfrog development that contradicts coordinated county planning policy.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b) and §14-17-206(d)(1); Benton County PDR 2023 (coordinated development goal); standard planning doctrine on contiguous urban growth boundaries.

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## **VULNERABILITY NO. 6**

## **Stormwater, Floodplain & Environmental Concerns**

**Plain-English Explanation:** The legal description of parcel 01-07968-013 (as established in Survey 2008-629) encompasses an irregular, complex metes-and-bounds tract in the NE¼ of the NW¼ of Section 21. This area of Benton County includes drainage features, seasonal drainage channels, and terrain consistent with portions of the floodplain or flood-fringe areas associated with area watersheds. Converting 18.84 acres from agricultural land (which is pervious and acts as a natural sponge for precipitation) to a Sub-Urban Transect development (which involves significant impervious surface from rooftops, driveways, parking areas, and streets) would dramatically increase the volume and velocity of stormwater runoff discharged to downstream properties and waterways — including potentially affecting adjacent parcels in Stonecreek Subdivision.

**The Regulatory Framework:** Benton County PDR 2023 requires stormwater pollution prevention plan (SWPPP) compliance, erosion control best management practices (BMPs), and consideration of flood hazard areas. The Arkansas Natural Resources Commission and the Arkansas Department of Energy & Environment (ADEE) impose stormwater permitting requirements for development sites exceeding one acre. A FEMA Flood Insurance Rate Map (FIRM) analysis has not been submitted with the application. No SWPPP, no drainage study, and no wetlands determination has been provided.

**Specific Argument:** Before the Commission can approve a T3.2 classification on 18.84 acres, the applicant must submit: (a) a FEMA FIRM analysis identifying whether any portion of the parcel falls within a Special Flood Hazard Area (SFHA), (b) a preliminary drainage and stormwater management study, and (c) evidence of compliance with or exemption from Arkansas Phase II MS4 stormwater permitting requirements.

**Statutory/Regulatory Authority:** A.C.A. §14-17-206(b)(2) (protection of areas of environmental concern); A.C.A. §14-17-206(b)(3) (development of land subject to flooding); Benton County PDR 2023 (stormwater and BMP requirements); Arkansas Natural Resources Commission Stormwater Rules; FEMA NFIP/FIRM requirements.

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## **VULNERABILITY NO. 7**

### **No Changed Conditions to Justify Rezoning**

**Plain-English Explanation:** Arkansas law has long recognized that a rezoning is not a matter of the applicant's preference or economic interest alone — it requires a demonstrated planning justification. The two recognized justifications under Arkansas case law are: (1) that the original zoning classification

was a mistake, or (2) that conditions in the area have substantially changed since the original classification was assigned, making the original zoning no longer appropriate. The Frail Revocable Trust's application, as filed, presents neither ground. The parcel has been classified A1 — consistent with its agricultural character, its rural road access, and the character of Section 21-19-31 — and there is no evidence in the record that conditions have materially changed so as to warrant the dramatic jump to T3.2.

**The Legal Standard:** In *Chrobocinski v. City of Fort Smith*, the Arkansas Supreme Court held that a rezoning without a showing of mistake or substantially changed conditions is not a proper exercise of the zoning power and may be reversed on appeal. General growth in the Bentonville metropolitan area is insufficient as a "changed condition" to justify a 40:1 density increase on a specific rural parcel that remains agricultural in character.

**Specific Argument:** The Commission should require the applicant to make a specific, documented showing of either: (a) a material mistake in the original A1 classification of this parcel, or (b) specific, substantial changes in conditions in the immediate vicinity of the parcel that make T3.2 appropriate. General references to regional growth or Bentonville's expansion do not satisfy this legal standard when the immediate area remains agricultural and rural.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209; *Chrobocinski v. City of Fort Smith*; *Alderman v. City of Fayetteville*; Arkansas common law on rezoning justification standards.

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## **VULNERABILITY NO. 8**

### **Protest Petition Rights Under A.C.A. §14-17-209 (Supermajority Requirement)**

**Plain-English Explanation:** Arkansas law provides a powerful procedural protection for adjacent property owners who object to a rezoning. Under A.C.A. §14-17-209, if owners of 20% or more of the land area within 300 feet of the subject parcel (excluding streets and alleys) submit a written protest petition to the Planning Board or Quorum Court, the rezoning may be approved **only by a three-fourths (¾) supermajority vote** of the Quorum Court — rather than by a simple majority. This is one of the most powerful tools available to adjacent property owners and significantly raises the political threshold required for approval.

**Who Qualifies:** Vincent Thompson (parcel 01-13926-000, 0.65 acres) is an adjacent or nearby property owner within the Section 21-19-31 area. To trigger the supermajority requirement, Thompson and other nearby owners must collectively represent 20% or more of the private land area within 300 feet of the

boundary of parcel 01-07968-013 (excluding road rights-of-way). Given the size of the subject parcel and the configuration of Section 21, it is important to identify and contact all property owners within 300 feet of the parcel boundary as soon as possible.

**How to Organize a Protest Petition:**

1. Obtain the list of all property owners within 300 feet of parcel 01-07968-013 from the Benton County Assessor's office (215 E. Central Ave, Bentonville) or the Benton County GIS portal. Request this by parcel number and specify a 300-foot buffer.
2. Calculate the total private land area (excluding road rights-of-way) within 300 feet. You need signatures from owners representing at least 20% of that total area.
3. Draft a simple, clear protest petition letter stating: the parcel number of the rezoning application (01-07968-013), the classification change sought (A1 → T3.2), each signing owner's name, parcel number, acreage, and legal description, and a statement that the signer objects to the rezoning.
4. Collect notarized or witnessed signatures from each participating owner.
5. Submit the protest petition to the Benton County Planning Commission Secretary **before or at the public hearing**. Deliver a copy to the Benton County Quorum Court Clerk as well.
6. Once the petition is filed, the Commission must note it on the record, and any subsequent Quorum Court vote on the rezoning requires a  $\frac{3}{4}$  supermajority to approve.

**What It Accomplishes:** A valid protest petition does not guarantee denial — but it raises the approval threshold from a simple majority to a  $\frac{3}{4}$  supermajority of the Quorum Court, making approval significantly more difficult. It also creates a strong record of community opposition that the Commission and Quorum Court must acknowledge.

**Statutory/Regulatory Authority:** A.C.A. §14-17-209(c) (protest petition and supermajority vote requirement for county zoning); Benton County PDR 2023 (zoning amendment procedures).

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**VULNERABILITY NO. 9**

**Procedural Notice Defects (Verify Before Hearing)**

**Plain-English Explanation:** Arkansas law imposes specific procedural notice requirements for county zoning actions. A failure to comply with any of these requirements may independently void or delay the

hearing, giving objectors the right to demand a continuance or challenge the proceeding. These defects can be powerful procedural grounds for objection, but they must be verified before the hearing — they cannot be assumed.

**Notice Requirements to Verify:**

7. **Certified Mail to Adjacent Owners:** Arkansas county planning law and Benton County PDR 2023 require that written notice be mailed to property owners within a specified distance of the subject parcel (typically all owners within 300 feet). Verify that you received proper certified or first-class mail notice of the hearing, including the correct parcel number and classification change. If notice was not sent to all adjacent owners, or if the parcel description in the notice was incorrect, this is a procedural defect.
8. **Newspaper Publication:** A.C.A. §14-17-207 and applicable county regulations require public notice by publication in a newspaper of general circulation in Benton County, at least 15 days before the date of the public hearing. Verify: (a) that publication occurred in a qualifying newspaper, (b) that the published notice ran at least 15 days before the hearing date, and (c) that the notice accurately identified the parcel, the applicant, and the proposed classification change.
9. **Application Accuracy:** Verify that the application correctly states the current zoning (A1), the proposed zoning (T3.2), the parcel acreage (18.84 acres), and the legal description. Errors in the application may render it procedurally defective.
10. **Posting on the Property:** Some county regulations also require physical posting of a notice sign on the subject property. Verify whether the parcel has been posted in accordance with any applicable Benton County requirements.

**Specific Argument:** If any notice defect is identified, Vincent Thompson should raise it at the outset of the hearing — before any substantive argument — and formally request either a continuance to allow proper notice to be given, or dismissal of the application without prejudice pending re-filing with proper notice.

**Statutory/Regulatory Authority:** A.C.A. §14-17-204; A.C.A. §14-17-207(b) (adoption and amendment procedures, notice requirements); Benton County PDR 2023 (application and hearing procedures).

## **VULNERABILITY NO. 10**

### **Metes-and-Bounds Boundary Ambiguity – Survey 2008-629**

**Plain-English Explanation:** The legal description of parcel 01-07968-013, as established in Survey 2008-629, contains multiple complex metes-and-bounds calls with irregular bearings, curve data, and multiple monuments referenced (found rebar pins, found iron pipes). The deed states "18.83 acres more or less," while the assessor record reflects 18.84 acres. This discrepancy, while small, raises a question: what is the actual, surveyed acreage of the parcel? The legal description includes at least one curve element (noted in associated documents with a delta angle of approximately 89°47'34" and a radius of 50.00 feet) and multiple bearing and distance calls that require independent verification.

**Why This Matters for Rezoning:** The exact boundaries of the parcel subject to rezoning must be clearly and unambiguously established before the Commission can act. If the boundaries are uncertain, overlap with adjacent parcels, include road rights-of-way that are not properly accounted for, or if the parcel's actual acreage differs materially from what is stated in the application, the Commission may be rezoning the wrong area or an incorrectly defined area. This is grounds to require an independent boundary survey as a condition of further consideration.

**Specific Argument:** Thompson requests that the Planning Commission require the applicant to submit a current, signed, and sealed boundary survey by a licensed Arkansas Professional Land Surveyor confirming the exact boundary and acreage of parcel 01-07968-013 before proceeding with the rezoning hearing. See Section 4 of this package for a complete guide to commissioning and using such a survey.

**Statutory/Regulatory Authority:** A.C.A. §14-17-208 (subdivision and plat requirements); Arkansas minimum technical standards for surveys (ASBPE&S); Benton County PDR 2023 (legal description requirements for zoning applications).

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## **Vulnerability Scorecard Summary**

The following table summarizes all ten identified vulnerabilities, their legal basis, strength, and the specific action required.

#	Vulnerability	Statutory / Regulatory Basis	Strength	Action Required
1	Comprehensive Plan Consistency Failure	A.C.A. §14-17-206(d)(1); Benton County PDR 2023	<b>HIGH</b>	Demand applicant identify specific Comp Plan policies supporting T3.2 on this parcel; submit written argument citing PDR 2023 agricultural preservation goal
2	Illegal Spot Zoning	A.C.A. §14-17-209; <i>Alderman v. City of Fayetteville</i> ; <i>City of Little Rock v. Breeding</i>	<b>HIGH</b>	Argue single-tract benefit; submit analysis of all surrounding zone classifications; preserve for circuit court appeal if approved
3	Infrastructure Deficiency – SW Lee Lane	A.C.A. §14-17-206(b)(4); Benton County PDR 2023 §1.5	<b>HIGH</b>	Demand traffic impact study, sewer/water capacity report, and drainage plan as conditions of further consideration; document Lee Lane's current condition with photographs
4	Dramatic Density Jump (40:1)	A.C.A. §14-17-206(d)(1); Benton County PDR 2023; SmartCode T3.2 standards	<b>HIGH</b>	Present density comparison analysis; document Stonecreek Subdivision lot sizes versus T3.2 minimums; request Commission find density incompatibility
5	Leapfrog Development Pattern	A.C.A. §14-17-206(b) & (d)(1); Benton County PDR 2023	<b>MEDIUM</b>	Obtain Benton County GIS map showing urban growth boundary and existing zoning in Section 21; demonstrate geographic disconnection from existing T3.x zones
6	Stormwater / Floodplain / Environmental	A.C.A. §14-17-206(b)(2)(3); Benton County PDR 2023; FEMA FIRM	<b>MEDIUM</b>	Request FEMA FIRM map review for Section 21-19-31; demand SWPPP and drainage study; document any drainage channels or wet areas on or near the parcel
7	No Changed Conditions / No Mistake Shown	A.C.A. §14-17-209; <i>Chrobocinski v. City of Fort Smith</i>	<b>HIGH</b>	Formally request applicant state on the record the specific mistake or changed condition justifying rezoning; argue general regional growth is insufficient
8	Protest Petition – ¾ Supermajority Right	A.C.A. §14-17-209(c); Benton County PDR 2023	<b>HIGH</b>	Immediately identify all owners within 300 feet; calculate 20% threshold; circulate petition; submit before or at hearing to Quorum Court Clerk
9	Procedural Notice Defects	A.C.A. §14-17-204; §14-17-207(b)	<b>MEDIUM</b>	Verify all four notice elements before hearing; if any defect found, raise at outset of hearing and demand continuance or dismissal
10	Metes-and-Bounds Boundary Ambiguity	A.C.A. §14-17-208; ASBPE&S standards; Benton County PDR 2023	<b>MEDIUM</b>	Commission independent boundary survey (see Section 4); request Commission require current sealed survey as condition of hearing; identify acreage discrepancy on the record

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF  
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING  
CLASSIFICATION OF T2.1, RURAL TO T4.2, NEIGHBORHOOD NODE,  
T3.1, NEIGHBORHOOD EDGE, AND T3.2, NEIGHBORHOOD  
TRANSITION; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ26-0017)**

**WHEREAS**, Edward L. and Imelda Frail Revocable Trust duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of T2.1, RURAL TO T4.2, NEIGHBORHOOD NODE, T3.1, NEIGHBORHOOD EDGE, AND T3.2, NEIGHBORHOOD TRANSITION to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 19 NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 21; THENCE S87°15'27"E 170.00 FEET; THENCE N02°45'20"E 1195.57 FEET; THENCE S87°14'40"E 41.41 FEET TO THE EAST RIGHT OF WAY OF SW LEE LANE AS PER PLAT RECORD O-222, SAID POINT BEING A 5/8" IRON PIN FOR THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE COURSES: THENCE N02°50'03"E 56.30 FEET; THENCE 39.23 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 25.00 FEET AND WHOSE LONG CHORD BEARS N48°26'30"E 35.33 FEET; THENCE N02°42'15"E 40.69 FEET; THENCE LEAVING SAID RIGHT OF WAY S86°44'20"E 1075.97 FEET; THENCE S02°30'27"W 331.83 FEET; THENCE N86°33'58"W 649.64 FEET; THENCE S04°00'59"W 107.92 FEET; THENCE N84°15'59"W 115.55 FEET; THENCE N83°57'53"W 63.01 FEET; THENCE N64°19'16"W 32.79 FEET; THENCE N37°03'26"W 29.36 FEET; THENCE S39°23'02"W 15.86 FEET; THENCE N32°05'36"W 53.36 FEET; THENCE N18°21'11"W 33.63 FEET; THENCE N08°01'21"W 50.20 FEET; THENCE N23°17'56"W 30.13 FEET TO A 1/2" IRON PIN; THENCE N43°40'01"W 194.12 FEET; THENCE 8.76 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 9.00 FEET AND A LONG CHORD OF N71°32'38"W 8.42 FEET TO THE POINT OF BEGINNING CONTAINING 8.41 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 21, TOWNSHIP 19

NORTH, RANGE 31 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NE 1/4 OF THE NW 1/4 OF SAID SECTION 21; THENCE S87°15'27"E 170.00 FEET TO THE POINT OF BEGINNING; THENCE N02°45'20"E 96.91 FEET; THENCE S87°07'47"E 36.10 FEET; THENCE N02°45'48"E 257.50 FEET TO THE EAST RIGHT OF WAY OF SW LEE LANE; THENCE ALONG SAID RIGHT OF WAY 78.51 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 50.00 FEET AND WHOSE LONG CHORD BEARS N29°26'44"E 70.69 FEET; THENCE LEAVING SAID RIGHT OF WAY S60°09'02"E 112.34 FEET; THENCE S03°09'12"W 63.56 FEET; THENCE S86°53'48"E 169.06 FEET; THENCE N02°28'00"E 139.41 FEET; THENCE N88°30'35"W 67.55 FEET; THENCE N03°57'56"E 359.77 FEET; THENCE N63°43'24"W 250.70 FEET; THENCE N02°50'03"E 295.81 FEET; THENCE 3.68 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 9.00 FEET AND WHOSE LONG CHORD BEARS S55°22'39"E 3.65 FEET; THENCE S43°40'01"E 194.12 FEET; THENCE S23°17'56"E 30.13 FEET; THENCE S08°01'21"E 50.20 FEET; THENCE S18°21'11"E 33.63 FEET; THENCE S32°05'36"E 53.36 FEET; THENCE N39°23'02"E 15.86 FEET; THENCE S37°03'26"E 29.36 FEET; THENCE S64°19'16"E 32.79 FEET; THENCE S83°57'53"E 63.01 FEET; THENCE S84°15'59"E 115.55 FEET; THENCE N04°00'59"E 107.92 FEET; THENCE S86°33'58"E 649.64 FEET; THENCE S02°30'27"W 975.67 FEET; THENCE N87°15'27"W 1148.32 FEET TO THE POINT OF BEGINNING, CONTAINING 27.92 ACRES, MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR FACT.

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held June 2, 2026 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of T2.1, RURAL TO T4.2, NEIGHBORHOOD NODE, T3.1, NEIGHBORHOOD EDGE, AND T3.2, NEIGHBORHOOD TRANSITION.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of T2.1, RURAL TO T4.2, NEIGHBORHOOD NODE, T3.1, NEIGHBORHOOD EDGE, AND T3.2, NEIGHBORHOOD TRANSITION to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Stephanie Orman, Mayor**

\_\_\_\_\_  
**Malorie Marrs, City Clerk**