



**Combined
Committee of the Whole
& City Council
Meeting Agenda
July 28, 2026
6:00 PM
Bentonville City Hall**

About the Committee of the Whole and City Council Meeting:

- This meeting begins with the Committee of the Whole, which is used for information sharing and Council discussion. No votes are taken and public comment is not accepted during this meeting. After the Committee of the Whole meeting is adjourned, the City Council meeting begins. This is where the Council will hear public comment and take official action, such as voting on agenda items.

How to Watch Online:

- Residents may watch the meeting live without registering via the City of Bentonville's YouTube channel. Watching online allows viewers to observe the meeting but does not include the ability to provide public comment.
- A recording of the meeting will be posted on the City's website after the meeting concludes.
- <https://www.youtube.com/@cityofbentonvillearkansasg5096>

Public Participation:

- Residents may provide public comment during the City Council portion of the meeting. Public comment is limited to three minutes per speaker.
- To help ensure an orderly meeting, registration is required for residents who wish to speak, whether attending in person or virtually.
- In-person speakers must register in advance using this link: [Registration Link](#)
- Virtual speakers must register in advance by 12:00 p.m. on July 28, 2026, using the following link: [Registration Link](#).

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: July 14, 2026

I. Committee of the Whole

1. Water System Performance Update

Informational

2. **Capital Program Planning & Priorities Discussion** **Informational**

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

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

1. **Ordinance Amending the Electric Code** **Ordinance***

An Ordinance amending Sec. 14-163 Local Additions and Modifications to the Electric Code to remove the prohibition of #14 NMB (a 14-gauge wire). No budget adjustment is needed.

2. **Ordinance for a Updated Waiver of Bid for Five (5) Police Department Vehicles** **Ordinance***

An Ordinance authorizing an agreement with Superior Automotive Group, and competitive bid waiver, to modify the upfitting for five (5) Durango PPV AWD police vehicles. No budget adjustment is needed.

3. **Ordinance Establishing Fees for Code Enforcement** **Ordinance***

An Ordinance establishing a tiered administrative fee structure for city abatement of property maintenance code violations. No budget adjustment is needed.

4. **Resolution Accepting a Grant from Fidelity for the America 250 Student Art Project** **Resolution**

A Resolution accepting a grant from Fidelity in the amount of \$20,000.00 to support the America 250 student art project. A budget adjustment is needed.

5. **Resolution Approving Artwork to be Installed on Public Property in Dave Peel Park** **Resolution**

A Resolution accepting a loan of artwork titled River of Life by James Hall from OZ Art NWA for display on public property in Dave Peel Park at no cost to the city. No budget adjustment is needed.

6. **Appointment of Bronwen Gregory to Public Art Advisory Board** **Appointment**

Appointment of Bronwen Gregory to the Public Art Advisory Board (PAAB) to fulfill the unexpired term of Position 2. This position is vacant due to a resignation. This term expires December 31, 2027. Memo and committee application attached.

7. **Resolution to Approve the 2026 Annual Action Plan for the CDBG Program** **Resolution**

A Resolution approving the 2026 Annual Action Plan (AAP) for the CDBG Program and authorization to enter into agreements with sub-recipients. No budget adjustment is needed.

8. **Public Hearing and Ordinance Vacating an Alley Right of Way (VAC26-0035)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

Public Hearing and approval of an Ordinance vacating an Alley Right of Way Vacation located at Lot 13, Block 11 of the Gilmore's Addition (VAC26-0035).

9. **Resolution Setting a Public Hearing for a Right of Way Vacation (VAC26-0034)** **Resolution**
Resolution to set a Public Hearing for August 11, 2026 for a Right of Way Vacation located at Lot 13, Block 11 of Gilmore's Addition (VAC26-0034).
10. **Resolution Setting a Public Hearing for an Access Easement Vacation (VAC26-0036)** **Resolution**
Resolution to set a Public Hearing for August 11, 2026 for an Access Easement Vacation located between Lot 50A and 5A of Hanover Subdivision Phase 1(VAC26-0036).
11. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0039)** **Resolution**
Resolution to set a Public Hearing for August 11, 2026 for a Utility Easement Vacation located at Lot 1 of Baker's Park Addition (VAC26-0039).
12. **Resolution Authorizing Change Order #1 with Flintco for the Bentonville Adult Recreation Center** **Resolution**
A Resolution authorizing change order #1, in the amount of \$168,074.00, to Flintco for added scope and additions to the Bentonville Adult Recreation Center. No budget adjustment is needed.
13. **Ordinance Establishing Fees for the Bentonville Half Marathon for Parks and Recreation** **Ordinance***
An Ordinance establishing fees for the 2027 Run Bentonville Half Marathon. No budget adjustment is needed.
14. **Resolution Approving Olsson Amendment #2 for Walton & Central Intersection Improvements** **Resolution**
A Resolution approving Amendment #2 to Olsson's professional services agreement, for the Walton & Central Intersection Improvements project, to reconcile additional engineering services performed since Amendment #1, update construction phase services, and add bid and award phase services, in the increased amount of \$223,255.00. No budget adjustment is needed.
15. **Resolution Approving Olsson Amendment #1 for SW 2nd & 'O' Drainage Improvements** **Resolution**
A Resolution approving Amendment #1 to Olsson's professional services agreement, to include bidding services for the SW 2nd & 'O' Drainage Improvements project, in the amount of \$25,000.00. No budget adjustment is needed.
16. **Resolution Approving a Budget Adjustment for Sidewalk, Curb & Gutter Concrete Repairs** **Resolution**
A Resolution approving a budget adjustment to reallocate budgeted funds for use on needed sidewalk, curb, and gutter concrete repairs to be performed by a contractor per unit prices as approved under IFB-24-26. A budget adjustment is needed.

III. Utility Board

1. **Resolution Approving the Vaughn/Old Farm Lift Station, Force Main, & Gravity Sewer Agreement** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Half Associates, Inc. in the amount of \$792,230.00, for engineering services related to the Vaughn/Old Farm Lift Station, Force Main, and Gravity Sewer project. Utility Board approved 4-0. No budget adjustment is needed.

IV. Planning

1. **Rezoning - SNUG Properties, LLC - R-1, Suburban Single-Family to T3.2, Neighborhood Transition - 1108 Royal Dr (RZ26-0032)** **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 R-1, Suburban Single-Family To T3.2, Neighborhood Transition; And For Other Purposes.

2. **Rezoning - STEM Lands, LLC - T5.1, Town Center Low to T5.2, Town Center High - 607 SW F Street (RZ26-0018)** **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 T5.1, Town Center Low To T5.2, Town Center High; And For Other Purposes.

V. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted?	YES	NO	ITEM HAS NO COST	OTHER:
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Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s):

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE BENTONVILLE MUNICIPAL CODE
SEC 14-163, LOCAL ADDITIONS AND MODIFICATIONS TO THE
ELECTRIC CODE, REMOVING SUBSECTION K; AND FOR OTHER
PURPOSES.**

WHEREAS, Sec. 14-163(k), Local Additions and Modifications to the Electric Code, currently prohibits #14 NMB, (a 14-gauge wire) in residential applications;

WHEREAS, under the current Arkansas adopted National Electric Code (NEC), gauges of wiring can be installed based on use and current protection and allows the use of #14 NMB; and

WHEREAS, allowing the use of #14 NMB in residential applications is consistent with the currently adopted National Electric Code and may result in cost savings to builders and home buyers.

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

Section 1: Bentonville Municipal Code should be and is hereby amended by deleting the marked-through text below:

Sec 14-163 Local Additions And Modifications To Electrical Code

The City of Bentonville hereby adopts the following local amendments to the 2014 National Electric Code, or the latest edition:

~~(k) #14 NMB shall not be used in residential applications.~~

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



POLICE DEPARTMENT

908 SE 14TH STREET
BENTONVILLE, AR 72712
479-271-3173 FAX 479-271-3187
www.bentonvillear.com

TO: City Council and Mayor Stephanie Orman

FROM: Glynn Bertrand, Chief of Police

DATE: July 14, 2026

SUBJECT: Updated Waiver of Competitive Bidding for Police Vehicle Upfitting

This memorandum is submitted to update the previously approved request to waive competitive bidding for the upfitting of five (5) Dodge Durango Police Pursuit Vehicles. The overall purchase of the vehicles remains unchanged; however, several modifications to the upfitting specifications are recommended to better meet operational needs.

The original plan called for all five Durangos to be equipped with interior emergency lighting in lieu of roof-mounted light bars. After further review, it is recommended that the two patrol-assigned Durangos be equipped with roof-mounted light bars to improve emergency vehicle visibility during patrol operations. This change increases the upfitting cost for those two vehicles to \$28,176.75 each, an increase of \$1,090 per vehicle.

For the remaining three Durangos, side-mounted lighting will be removed, reducing the upfitting cost to \$26,926.75 each, a savings of \$160 per vehicle. The net increase for these lighting modifications is approximately \$1,700 across all five vehicles.

Additionally, operational evaluation of the Dodge Durango has identified a concern with rear prisoner compartment space. Due to the smaller interior dimensions of the Durango, installation of the prisoner partition leaves very limited foot room for rear-seat occupants. During testing, a person wearing a size 10 shoe could not comfortably place both feet on the floor and would have to sit at an angle. This could reduce the effectiveness of the seatbelt usage on the prisoner.

To improve prisoner transport safety and comfort, it is recommended that the standard foam-padded rear seat in each Durango be replaced with a molded plastic prisoner transport seat. The thinner seat design provides additional leg and foot room while also improving durability and ease of cleaning. The cost of this modification is approximately \$1,500 per vehicle, or \$7,500 for all five vehicles.

With these recommended changes, the total upfitting cost will be \$29,676.75 each for the two patrol Durangos and \$28,426.75 each for the three remaining Durangos. The combined increase in upfitting costs for all five vehicles is \$9,200.

As with the original vehicle purchase, the additional cost can be absorbed within the existing Capital Vehicles account. Savings realized from the lower purchase price of the vehicles have created sufficient funding to cover these modifications; therefore, no budget adjustment is required.

Approval of this updated waiver of competitive bidding will allow the revised upfitting specifications to be completed by the dealer's authorized upfitter, ensuring compatibility with the vehicle manufacturer's warranty, maintaining installation warranty coverage, and allowing the vehicles to be delivered fully equipped and ready for service without delaying deployment. This memorandum is submitted solely to address the updated upfitting specifications and the corresponding amendment to the previously approved waiver of competitive bidding.

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
POLICE DEPT

1/9/2026
JV

Current

Vehicle

2026 DURANGO

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	\$ 3,050.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS44 PILLAR LIGHTS	\$ 785.00
2	TSS0E GRILLE LIGHTS	\$ 184.00
1	HG2 B/W SIDE RUNNER KIT	\$ 707.00
1	HAVIS CONSOLE C-VS-1900-DUR-PM-2	\$ 574.78
1	CUP2-1001 CUP HOLDER	\$ 47.30
1	C-ARM-103 ARM REST	\$ 143.86
1	C-HDM-204 SIDE MOUNT POLE	\$ 163.94
1	C-MD-119 SWING ARM W/ MOTION ADAPER	\$ 253.37
1	HAVIS DS-PAN-1505N-4 DOCK STATION	\$ 1,297.20
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 522.50
1	JOTTO 475-0966 PARTITION W/ 8848 HSEP PANE;	\$ 872.00
1	JOTTO 475-0822 CARGO BARRIER	\$ 465.06
1	475-2145 W/A AND DOOR PANELS	\$ 549.42
1	BLACK RAC AR/870 MOUNT	\$ 922.24
1	PANASONIC ARB-HDVC35	\$ 9,896.70
1	TKY-TSH-SUP-002 ANTENNA	\$ 360.00
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN HWLDD36	\$ 479.00
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 192.05
	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

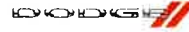
Total Upfit \$ 27,086.75

Jeremy Mcallister/John Vest
Superior Automotive Group

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
POLICE DEPT

7/10/2026
JV

Vehicle

2026 DURANGO W INNER EDGE X3

<u>Emergency Equipment Upfit</u>		
Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	\$ 3,050.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
2	TSS0E GRILLE LIGHTS	\$ 184.00
1	HG2 B/W SIDE RUNNER KIT	\$ 707.00
2	U180E MIRROR LIGHTS WITH U18044 BRKT	\$ 400.00
2	I2E LICENSE PLATE LIGHT W BRKT	\$ 225.00
1	HAVIS CONSOLE C-VS-1900-DUR-PM-2	\$ 574.78
1	CUP2-1001 CUP HOLDER	\$ 47.30
1	C-ARM-103 ARM REST	\$ 143.86
1	C-HDM-204 SIDE MOUNT POLE	\$ 163.94
1	C-MD-119 SWING ARM W/ MOTION ADAPER	\$ 253.37
1	HAVIS DS-PAN-1505N-4 DOCK STATION	\$ 1,297.20
1	LTRON 4910LR-152-LTRK-MM SCANNER	\$ 522.50
1	JOTTO 475-0966 PARTITION W/ 8848 HSEP PANE;	\$ 872.00
1	JOTTO 475-0822 CARGO BARRIER	\$ 465.06
1	475-2145 W/A AND DOOR PANELS	\$ 549.42
1	BLACK RAC AR/870 MOUNT	\$ 922.24
1	PANASONIC ARB-HDVC35	\$ 9,896.70
1	TKY-TSH-SUP-002 ANTENNA	\$ 360.00
1	CEM8 EXP MODULE	\$ 80.00
1	WHELEN HWLDD36	\$ 479.00
1	WHELEN 3SRCCDCR LIGHT	\$ 48.00
1	STINGER 75832 LIGHT KIT	\$ 192.05
	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 26,926.75

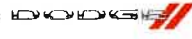
Jeremv Mcallister/John Vest

- 160 ⁰⁰⁰
less
than Original

SUPERIOR

AUTOMOTIVE GROUP

Fleet and Commercial Sales



Attn: CITY OF BENTONVILLE
POLICE DEPT

7/10/2026
JV

Vehicle 2026 DURANGO LIGHT BAR X2

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN LEGACY LIGHT BAR PKG INCLUDES	\$ 3,450.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
2	TSS0E GRILLE LIGHTS	\$ 184.00
2	U180E MIRROR LIGHTS WITH U18044 BRKT	\$ 400.00
1	HG2 B/W SIDE RUNNER KIT	\$ 707.00
1	BS44Z REAR WINDOW LIGHT BAR	\$ 850.00
2	I2E LICENSE PLATE LIGHT W BRKT	\$ 225.00
1	HAVIS CONSOLE C-VS-1900-DUR-PM-2	\$ 574.78
1	CUP2-1001 CUP HOLDER	\$ 47.30
1	C-ARM-103 ARM REST	\$ 143.86
1	C-HDM-204 SIDE MOUNT POLE	\$ 163.94
1	C-MD-119 SWING ARM W/ MOTION ADAPER	\$ 253.37
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	BROTHER PJ822-VK PRINTER	\$ 493.43
1	SETINA 2 DRAWER W STANDARD LOCK	\$ 1,824.90
	Freight	\$ 225.00
	shop supplies	\$ 125.00
		\$ -
	Installation Labor	\$ 2,825.00

Total Upfit \$ 28,176.75

Add \$ 1,090.00
to Original

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP, IN THE AMOUNT OF ONE HUNDRED THIRTY-SEVEN THOUSAND ONE HUNDRED THIRTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$137,133.75), FOR THE UPFITTING OF FIVE (5) POLICE DEPARTMENT VEHICLES; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department needs to upfit five (5) police vehicles;

WHEREAS, the waiver of competitive bidding would streamline the upfitting process of police vehicles to ensure consistency; and

WHEREAS, a budget adjustment is not needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Superior Automotive Group to upfit five (5) police vehicles, in the amount of one hundred thirty-seven thousand one hundred thirty-three dollars and seventy-five cents (\$137,133.75);

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the upfitting of the five (5) police vehicles;

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

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

PASSED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



To: Bentonville City Council
From: Shelli Kerr, Comprehensive Planning Manager
Date: July 28, 2026
Subject: Ordinance Establishing Administrative Fees for Force Compliance

Background

Tall grass violations represent the largest category of complaints managed by Code Enforcement. Two code enforcement officers manage an average of 300 tall grass cases annually across 36 square miles, with the majority occurring during a six-month time period from May to October. This workload is in addition to all other cases managed by Code Enforcement, which has increased by approximately 50% this year.

Nearly 90% of tall grass violations are resolved with voluntary compliance and do not require further enforcement action. This high compliance rate is largely attributable to the proactive efforts of Code Enforcement Officers, including direct communication with property owners.

However, the remaining 10% often generate repeat violations that require forced compliance measures, whereby the city has a contractor mow. In 2025, 19 properties required forced compliance and nearly 40% of those cases involved repeat offenders.

Time and Cost of Forced Compliance Cases

Activity	Time (minutes)	Hourly Rate	Costs
Issuing Formal Violation Notification	30	\$ 27.55	\$ 13.77
Scheduling/coordinating contractor	15	\$ 27.55	\$ 6.89
Inspection after contractor work	20	\$ 27.55	\$ 9.09
Processing contractor invoice	20	\$ 27.55	\$ 9.09
Billing property owner	20	\$ 27.55	\$ 9.09
Follow-up calls/emails	15	\$ 27.55	\$ 6.89
Recordkeeping/reporting	20	\$ 27.55	\$ 9.09
Average per abatement	2.33		\$ 63.91

Source: 2026 Pay Plan, mid-level for code enforcement officer 1 and planning projects manager

Note: These averages do not include benefits, gas or vehicle maintenance.

When a property owner fails to correct a violation within the required timeframe, the City's administrative costs increase substantially. Forced compliance requires multiple inspections, notices, phone calls, emails, contractor coordination, invoice processing, billing, and recordkeeping. Additional staff time may also be required for supervisory review, legal review, and, when necessary, filing a lien to recover abatement costs.



Recommendation

Establish a fee schedule for forced compliance administration to:

- (1) Encourage timely compliance with property maintenance standards;
- (2) Reduce the number of forced compliance actions required by the City; and
- (3) Decrease the frequency of repeat violations.

Based on the estimated staff time shown above, a \$65 administrative fee should be applied for the first forced compliance within a calendar year. Repeat violations demonstrate a continued failure to comply voluntarily and require progressively more staff time to manage, therefore subsequent forced compliance administrative fees should increase accordingly.

To encourage compliance and recover the City's increasing administrative costs, staff recommend the following escalating fee schedule:

First abatement/calendar year:	\$65.00
Second abatement/calendar year:	\$130.00
Third or more abatement/calendar year:	\$260.00

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF BENTONVILLE
MUNICIPAL CODE; ESTABLISHING GRADUATED ADMINISTRATIVE
FEES WHEN THE CITY ABATES PROPERTY MAINTENANCE CODE
VIOLATIONS; AND FOR OTHER PURPOSES.**

WHEREAS, the City desires to establish graduated administrative fees when contractor services are required to abate property maintenance violations;

WHEREAS, the proposed fees reflect the City's administrative costs that increase with each subsequent abatement within a calendar year; and

WHEREAS, the purpose of the fees is to encourage voluntary compliance, reduce repeat violations, and recover administrative costs.

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

Section 1: The City of Bentonville Municipal Code, establishing code enforcement fees, should be and are hereby adopted as follows:

Sec. 76-109 Violations

(e) Abatement of violation.

- (1) The cost incurred by the City to abate a violation shall be assessed against the property owner to include the actual cost of abatement plus an administrative fee as follows:
 - a. First abatement/calendar year: \$65.00
 - b. Second abatement/calendar year: \$130.00
 - c. Third or more abatement/calendar year: \$260.00
- (2) Any assessment of abatement costs and administrative fees shall be due and payable within the time period established by the City. If such assessment is not paid when due, the City may pursue all remedies authorized by law, including the filing of a lien against the property to recover the unpaid costs and fees.
- (3) The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
CC date: July 28, 2026
RE: **Accepting a Grant for the America 250 Student Art Project**

Request. A resolution accepting a grant from Fidelity in the amount of \$20,000 to implement the America 250 student art project. A budget adjustment is needed.

Recommendation. Approval of the resolution.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO ACCEPT A GRANT FROM FIDELITY, IN THE AMOUNT OF
TWENTY THOUSAND DOLLARS (\$20,000.00),
TO IMPLEMENT THE AMERICA 250 STUDENT ART PROJECT;
AMENDING THE 2026 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Planning Department requests approval to accept a grant from Fidelity in the amount of twenty thousand dollars (\$20,000.00);

WHEREAS, this grant will be used to implement the America 250 Student Art Project; and

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

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

Section 1: That the Mayor and City Clerk are authorized to accept a grant from Fidelity in the amount of twenty thousand dollars (\$20,000.00) to implement the America 250 Student Art Project;

Section 2: The 2026 Budget is adjusted to recognize a donation from Fidelity, in the amount of twenty thousand dollars (\$20,000.00), into Account #101610-33810 – Local Grants and appropriate the same into Account #101610-43510 – Promotional Activities;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

MEMO

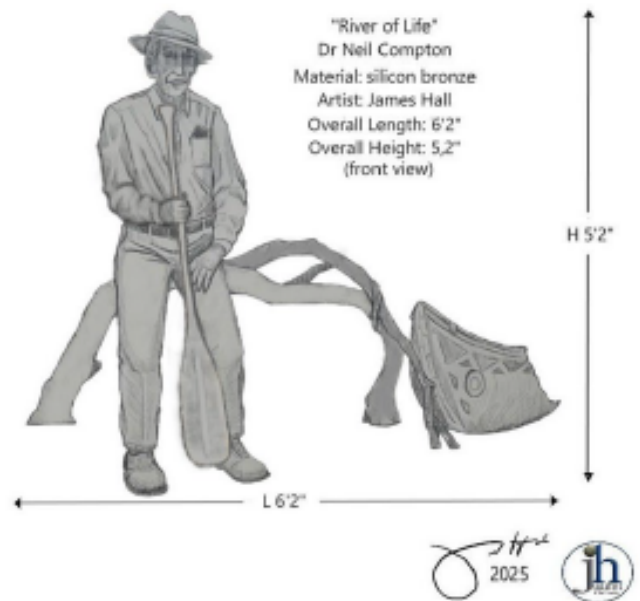
To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager
Josh Stacey, Deputy Director Parks and Recreation
CC date: July 28, 2026
RE: River of Life Artwork Loan

Request. A resolution accepting a loan of artwork titled *River of Life* by James Hall from OZ Art NWA for display on public property in Dave Peel Park at no cost to the city.

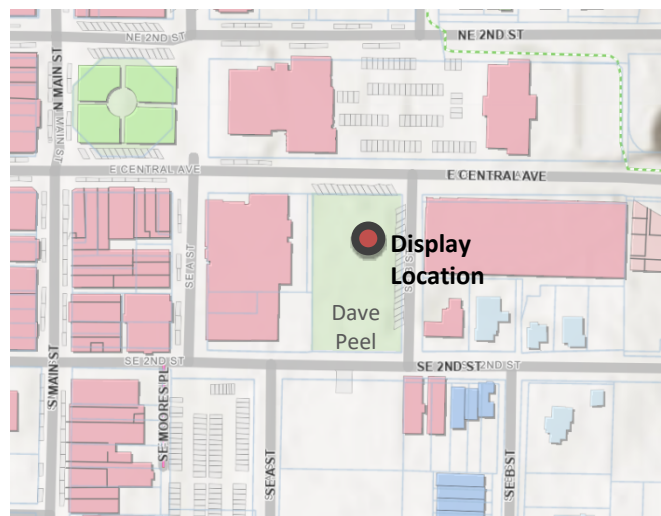
Artist Statement. One of the greatest resources in the Northwest Arkansas area is the mighty Buffalo River. It's sometimes surprising how few people realize the things we value can come down to an individual. The intention of this sculpture is to increase awareness of the man Dr Neil Compton, and his work to save the Buffalo. As a frequent visitor to your region, I'm all too aware of his impact. I want future generations to know that one person, with a goal and the help of others along the way, can move mountains, or in this case, save rivers. For this piece, I have chosen bronze as the medium. Like the river, bronze is timeless, and the message of preserving our resources will be one that is carried from generation to generation, like a story that is passed down. The process of the sculpture utilizes age-old processes that have been around for thousands of years. This permanence is not lost on me as I strive to capture the essence of Dr Compton so that the future has a face to the name.

The sculpture components also have their own contributory meaning. The yellowwood, Compton's favorite tree, is gnarled over into a crude bench that has seen the awesome power that the river possesses, enduring trials eternally. His trusty canoe is present as the means of locomotion on NWA's most famous waterway. Finally, Compton himself, sitting on the tree bench, clutching the paddle that is the power behind his journeys.

Artwork: River of Life by James Hall



Display Location: David Peel Park



He's in a reflective pose, perhaps recounting his numerous adventures on the river, and why it was so important to preserve it. The entirety of the installation will have patina colors that reflect nature, a combination of greens and browns, hues of the Buffalo. I am very excited about this project and solidifying a legacy while making the person seem real to those that view it. I believe the work will encourage people in the future to aspire to great deeds, all starting within their own communities.

About the Artist. James Hall is a representational sculptor with over 30 years of experience in the fields of bronze, commercial, and natural history museum art. His passion is the "Art that Educates" and tells people the story of the world around them and the people that shape it. He is a graduate from Missouri State University majoring in 3-dimensional design. He has worked in the visual merchandising industry in addition to designing art pieces for public and private collections. Hall spent 10 years at Chase Studio, Inc fabricating zoological models for natural history and environmental science exhibits. James started JH Creative LLC in 2003 to create bronze and commercial sculptures for public institutions, corporations, parks, and museums. His works are worldwide and can be seen in Canada, Japan, Egypt, Germany, the UK, and the United States. He resides in Southwest Missouri.

Display Site. This artwork will be displayed in Dave Peel Park.

Display Period. These artworks will be loaned to the city for a period of three (3) years with the option to extend the loan for a longer period upon City Council approval.

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

Approvals. The artwork and display site were approved by the Public Art Advisory Board on April 16, 2026, and the Parks and Recreation Advisory Board on July 6, 2026.

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

Ownership. OZ Art NWA is the owner of the artwork.

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

Recommendation. Approval of the resolution.

“River of Life” Artists’ Statement

One of the greatest resources in the Northwest Arkansas area is the mighty Buffalo River. It’s sometimes surprising how few people realize the things we value can come down to an individual. The intention of this sculpture is to increase awareness of the man Dr Neil Compton, and his work to save the Buffalo. As a frequent visitor to your region, I’m all too aware of his impact. I want future generations to know that one person, with a goal and the help of others along the way, can move mountains, or in this case, save rivers. For this piece, I have chosen bronze as the medium. Like the river, bronze is timeless, and the message of preserving our resources will be one that is carried from generation to generation, like a story that is passed down. The process of the sculpture utilizes age-old processes that have been around for thousands of years. This permanence is not lost on me as I strive to capture the essence of Dr Compton so that the future has a face to the name.

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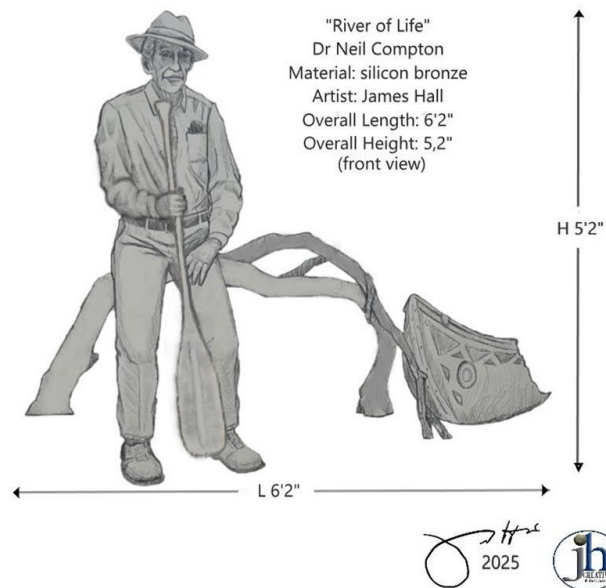
He’s in a reflective pose, perhaps recounting his numerous adventures on the river, and why it was so important to preserve it. The entirety of the installation will have patina colors that reflect nature, a combination of greens and browns, hues of the Buffalo. I am very excited about this project and solidifying a legacy while making the person seem real to those that view it. I believe the work will encourage people in the future to aspire to great deeds, all starting within their own communities.

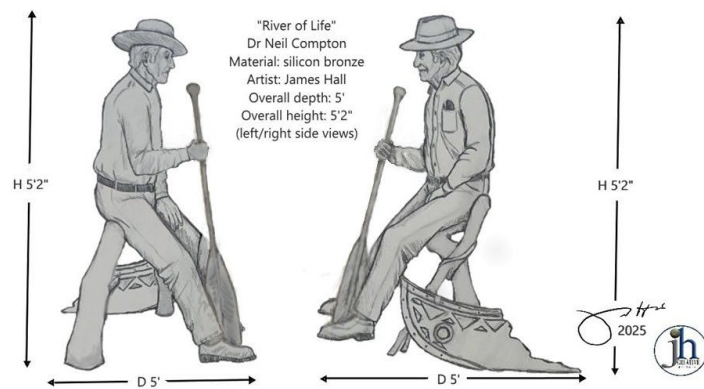
About the Artist

James Hall is a representational sculptor with over 30 years of experience in the fields of bronze, commercial, and natural history museum art. His passion is the “Art that Educates” and tells people the story of the world around them and the people that shape it. He is a graduate from Missouri State University majoring in 3-dimensional design. He has worked in the visual merchandising industry in addition to designing art pieces for public and private collections. Hall spent 10 years at Chase Studio, Inc fabricating zoological models for natural history and environmental science exhibits. James started JH Creative LLC in 2003 to create bronze and commercial sculptures for public institutions, corporations, parks, and museums. His works are worldwide and can be seen in Canada, Japan, Egypt, Germany, the UK, and the United States. He resides in Southwest Missouri.

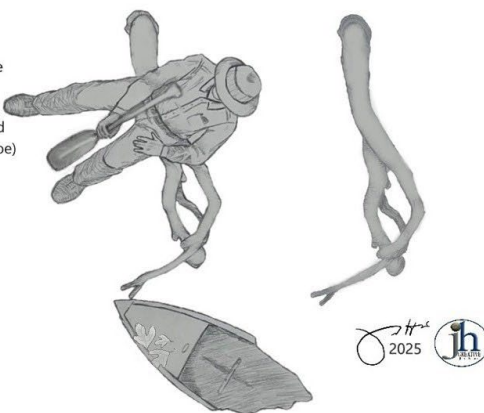
DESIGN FOR “RIVER OF LIFE”

BRONZE SCULPTURE

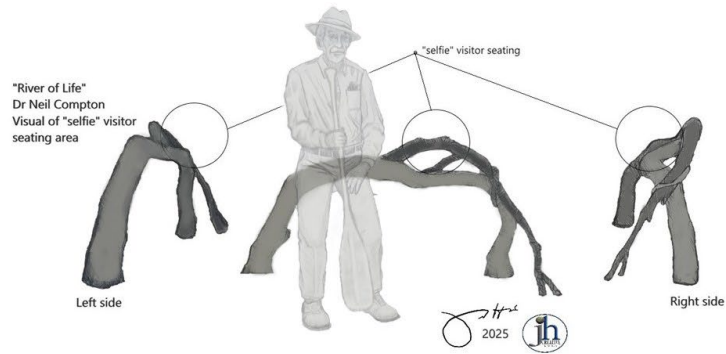
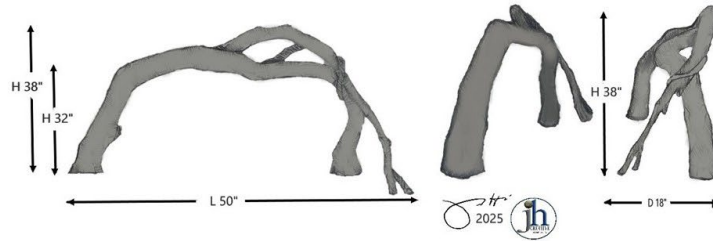


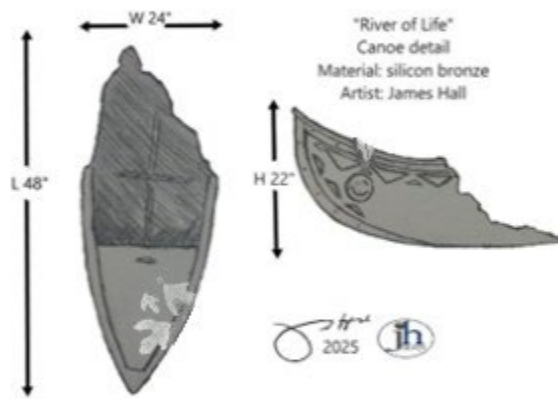


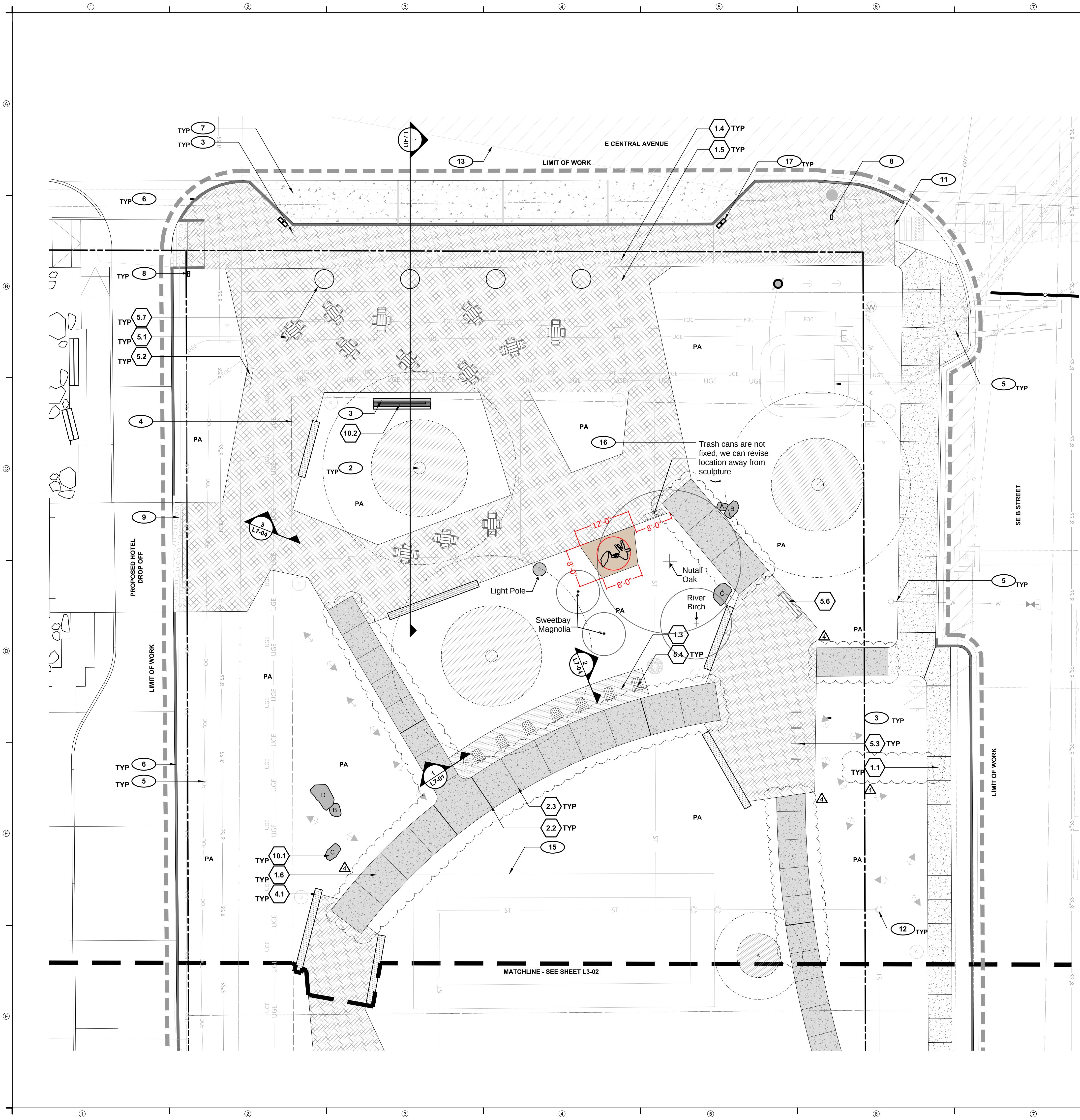
"River of Life"
Dr Neil Compton
Material: silicon bronze
Artist: James Hall
(view from above with
yellow wood bench and
sassafras leaves on canoe)



"River of Life"
 yellowwood branch component
 Material: silicon bronze
 Artist: James Hall
 Length: 50"
 Height: 38"
 Depth: 18"







SITE KEYNOTES:		DETAIL / SHEET	RELATED DETAILS	SPEC. SECTION
1.0	PAVEMENTS, RAMPS, CURBS			
1.1	CIP Concrete Type 1 - Pedestrian	1 / L7-02	1 / L7-04	321313
1.2	CIP Concrete Type 2 - Stage Plinth	1 / L7-03		321313
1.3	Decomposed Granite Paving	2 / L7-02	2 / L7-04	321540
1.4	Unit Paving Type 1 - Pedestrian	3 / L7-02	2 / L7-04	321540
1.5	Unit Paving Type 2 - Permeable	4 / L7-02	2 / L7-04	321540
1.6	CIP Concrete Type 3 - Exposed Aggregate	1 / L7-02	1 / L7-04	321316
2.0	JOINTING			
2.1	Expansion Joint Type 1 - Doweled	5 / L7-02		321373
2.2	Expansion Joint Type 2 - Non-Doweled	6 / L7-02		321373
2.3	Control Joint	7 / L7-02		321373
3.0	STEPS			
3.1	Concrete Steps	4 / L7-04		033000
4.0	SITE WALLS/ EMBANKMENTS			
4.1	Wall Type 1 - Rotated Stacked Slab	1 / L7-05		044300.13
4.2	Wall Type 2 - Concrete Seal Wall	2 / L7-05		323219
5.0	SITE FURNITURE			
5.1	Cafe Table with Chairs			323300
5.2	Trash and Recycling Receptacle			323300
5.3	Bike Rack	1 / L7-06		323300
5.4	Rocking Chair			323300
5.5	Chess Table with Chairs			323300
5.6	Park Bench	2 / L7-06		323300
5.7	Large Planter Pot		1/L11-02	323300
6.0	RAILINGS, BARRIERS, FENCING			
6.1	Handrail Type 1	3 / L7-06		055213
7.0	SITE LIGHTING			
	REFER TO LIGHTING SERIES			
8.0	DRAINAGE			
	REFER TO CIVIL DRAWINGS			
9.0	PLANTING AND LANDSCAPE			
	REFER TO PLANTING SERIES			
10.0	MISCELLANEOUS ELEMENTS			
10.1	Landscape Boulder	1 / L7-07		044300.13
10.2	Park Sign	3 / L7-07		044300.13

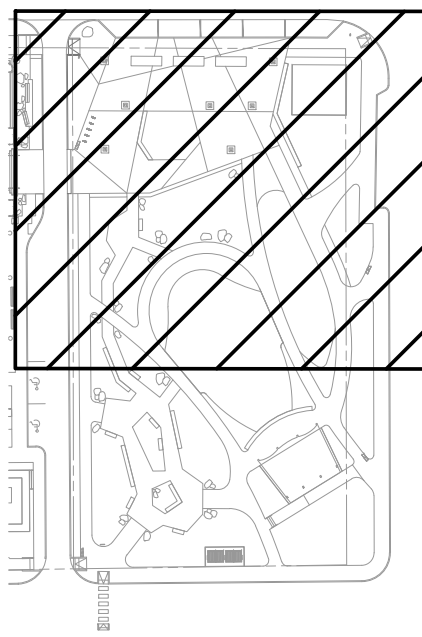
REFERENCE NOTES

REFERENCE NOTES	
PA	Planting area.
1	Proposed park pavilion. Refer to Architecture Drawings.
2	Existing tree to remain and be protected.
3	Proposed lighting. Refer to Lighting Plans.
4	Utility easement.
5	Proposed and existing utilities. Refer to Civil Drawings.
6	Proposed curb and gutter. Refer to Civil Drawings.
7	Proposed vehicular concrete paving. Refer to Civil Drawings.
8	Proposed signage. See signage package.
9	Proposed detectable warning surfacing. Refer to Civil Drawings.
10	Proposed crosswalk. Refer to Civil Drawings.
11	Meet existing conditions per LSD 23-0048.
12	Proposed drainage. Refer to Civil Drawings.
13	Intersection Sight Distance Triangle.
14	Regulatory signage. Refer to Civil Drawings.
15	Proposed detention basin. Refer to Civil Drawings.
16	Proposed sculpture. Refer to City Selection.
17	Refer to Electrical Drawings.
18	Proposed drainage gravel. Refer to Civil Drawings.

NOTE:
Refer to L0-04 and L0-05 for General
and Series Specific Notes, Legends,
Abbreviations, Lists, Schedules



SITE KEY PLAN



DESIGNWORKSHOP

Landscape Architecture • Land Planning
Urban Design • Tourism Planning

Aspen • Austin • Denver • Houston
Lake Tahoe • Los Angeles • Raleigh

812 San Antonio Street, Suite 401
Austin, TX 78701
(512) 499-0222

WWW.DESIGNWORKSHOP.COM

DAVE PEEL PARK

BENTONVILLE, ARKANSAS



ISSUE DATE: 07/16/2025

REVISIONS

NO.	DATE	DESCRIPTION
4	3/11/26	Bulletin 04

DRAWN: SP_RC REVIEWED: JF

100% CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 6331

SITE MATERIALS PLAN

SHEET NUMBER

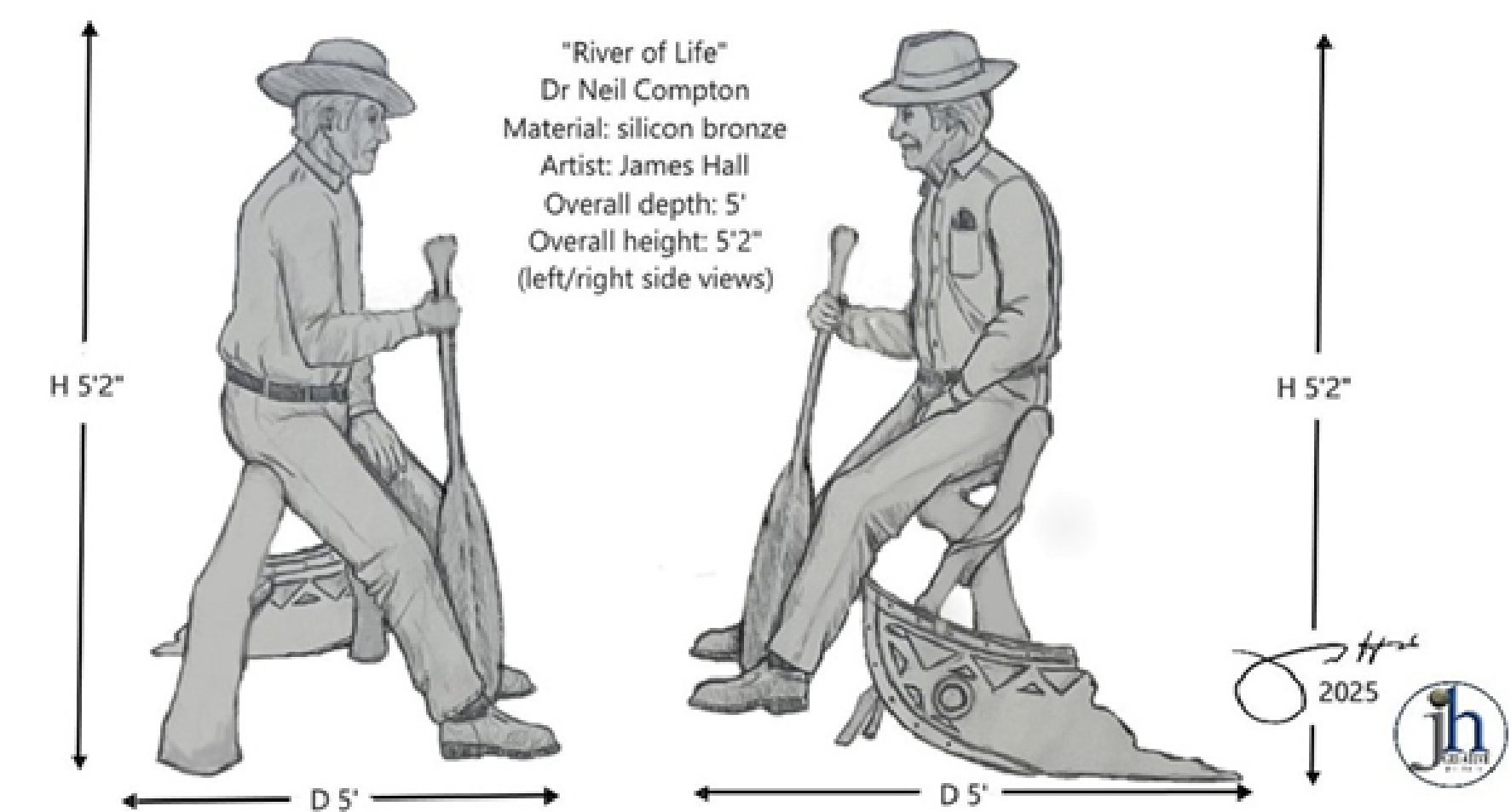
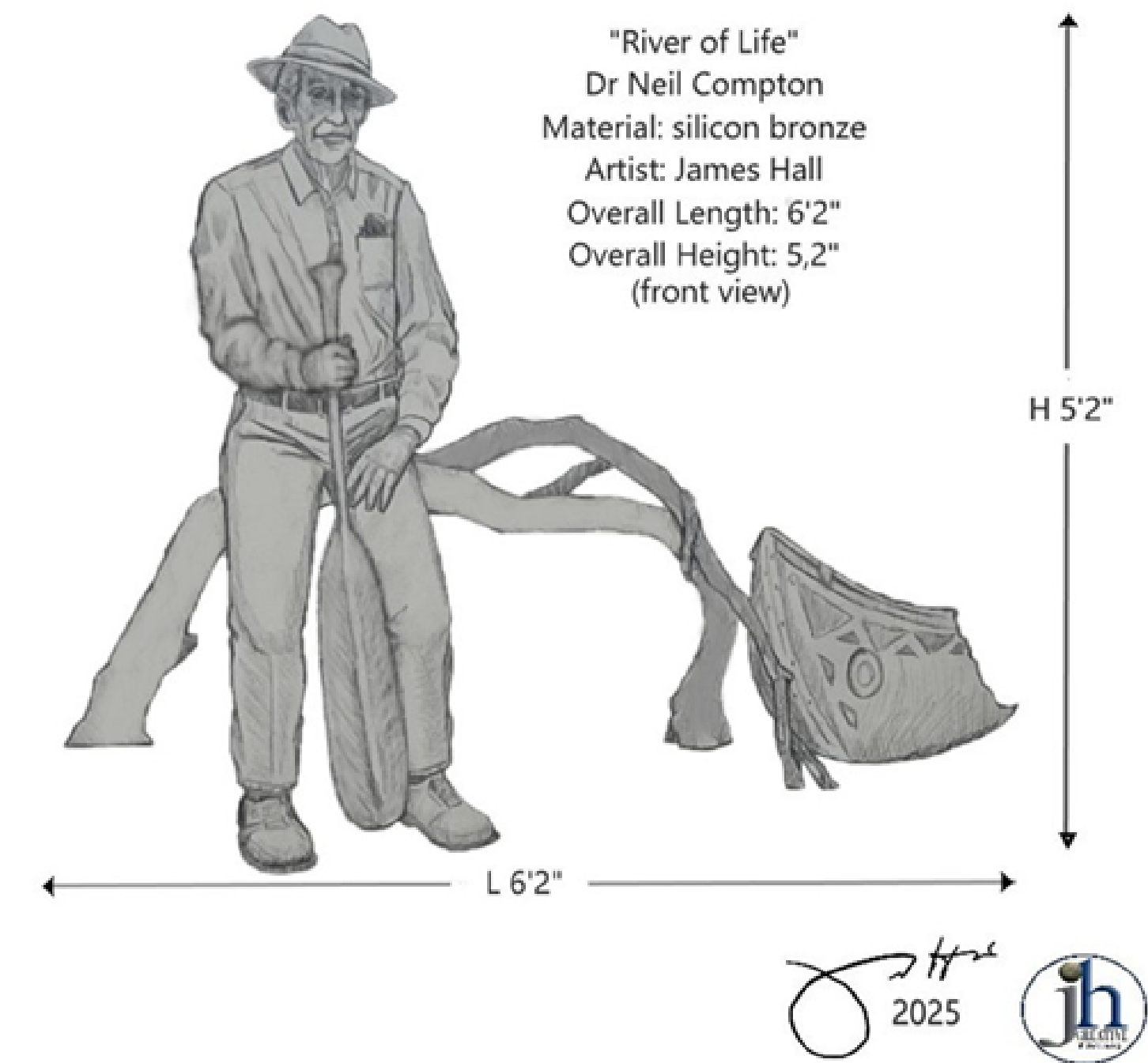
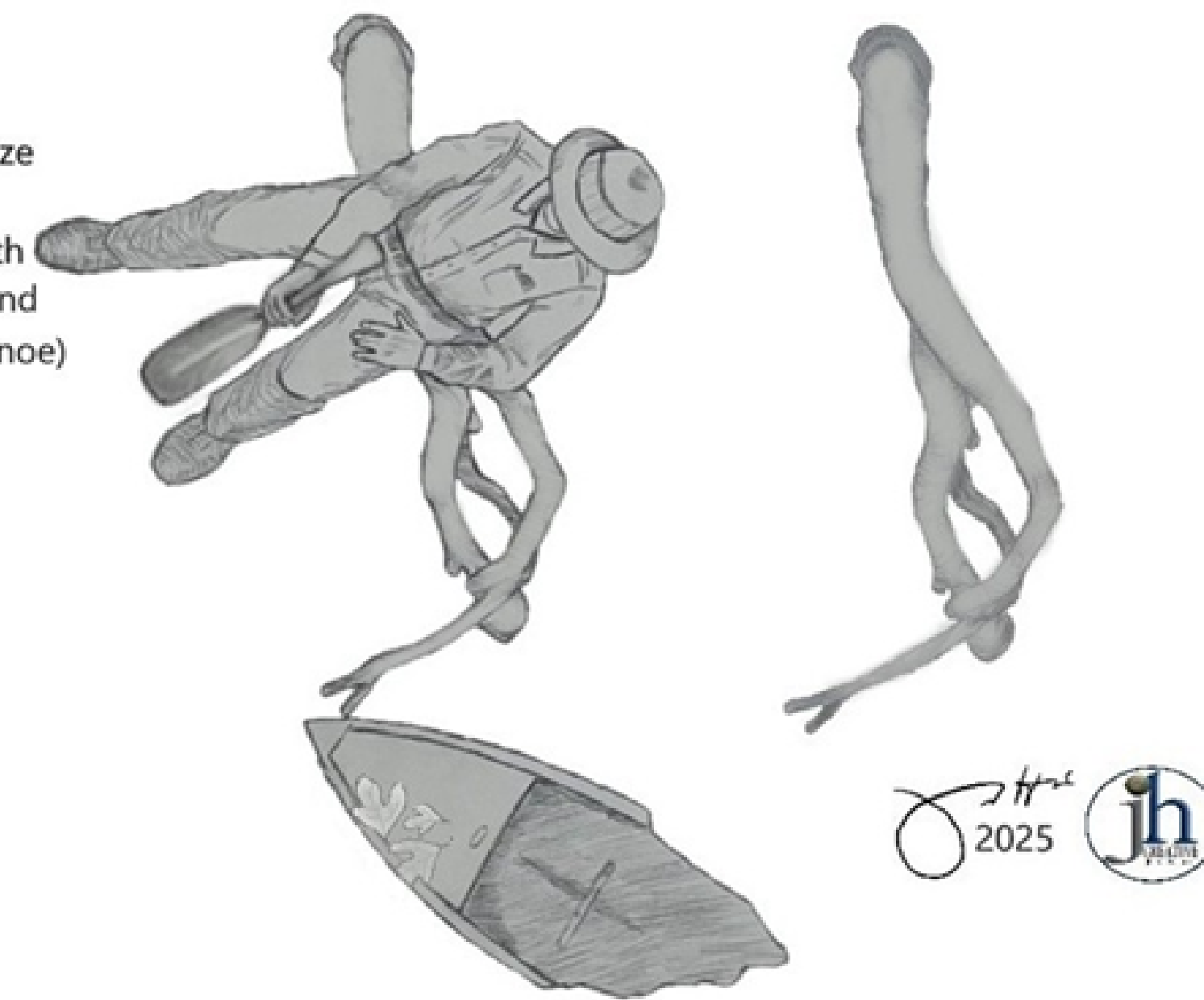
L3-01

© COPYRIGHT DESIGNWORKSHOP, INC.

NOTES:

1. SITE PLACEMENT OF SCULPTURE BY OTHERS.
2. CONCRETE STRENGTH, $f_c = 4,000$ PSI w/ 5% AIR ENTRAINMENT
3. ALL REINFORCING STEEL SHALL BE ASTM A615, GRADE 60
4. CONTRACTOR TO PREPARE SUBGRADE AND VERIFY IN FIELD PRIOR TO POURING FOOTINGS.

- TOTAL ALLOWABLE LOAD BEARING PRESSURE USED IN DESIGN = 2,000 PSF
- ULTIMATE COEFFICIENT OF FRICTION TO RESIST LATERAL LOADS = 0.3



Page 31 of 206

ARTWORK LOAN: RIVER OF LIFE BY JAMES HALL

THIS AGREEMENT (THIS “AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE **CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE “CITY”) AND **OZ ART, LLC** (HEREINAFTER “OZ ART”) FOR THE LOAN OF **RIVER OF LIFE BY JAMES HALL** (HEREINAFTER “ARTWORK”) ON PUBLIC PROPERTY LOCATED IN THE IN DAVE PEEL PARK, **206 E CENTRAL AVENUE** (HEREINAFTER “DISPLAY SITE”).

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

WHEREAS, OZ Art, LLC proposed to curate and lend Artwork for the City of Bentonville for display in in Dave Peel Park at no charge to the City; and

WHEREAS, the Artwork and Display Site were approved by the Public Art Advisory Board on April 16, 2026, the Parks and Recreation Advisory Board on July 6, 2026, and the Bentonville City Council on July 28, 2026.

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

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

Display Site. The City reserves the right to have the Artwork removed if it is deemed at any time to interfere with the City operations, if the Artwork creates a health or safety hazard, falls into a significant state of disrepair, or upon a vote by City Council. OZ Art reserves the right, in its sole discretion, to remove the Artwork and shall submit a written notice to the Comprehensive Planning Manager at least two weeks prior to the anticipated date of removal.

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

THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LAWSUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES, AND ATTORNEYS' FEES INCIDENT TO THE OBLIGATIONS AND PROVISIONS OF THIS AGREEMENT, THE VIEWING OF ARTWORK BY THE PUBLIC, OR ANY LEGAL CLAIMS OR ACTIONS ARISING OUT OF A NEGLIGENT ACT OR OMISSION OF THE CITY, THEIR RESPECTIVE OWNERS, OFFICERS, PARTNERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SUBCONTRACTORS, VOLUNTEERS, AND EMPLOYEES. This Paragraph shall survive the termination of this Agreement.

15. Governing Jurisdiction. This Agreement is governed by the laws of the State of Arkansas in the Circuit Court of Benton County.

16. Default. In the event a Party fails to comply with any of the provisions of this Agreement, the non-defaulting Party shall have the following remedies, in addition to its other rights and remedies:

- a. To immediately terminate this Agreement without any liability; and/or
- b. To require the immediate cessation of installation of the Artwork.

17. Miscellaneous Provisions.

- a. **No Third-Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- b. **Assignment.** This Agreement is not assignable without the prior written consent of the other party.
- c. **Notices.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by electronic mail, depositing same in the United States Mail, addressed to the party to be notified or by delivering the same in person to such party via a hand-delivery service. For purposes of notice, the addresses of the parties shall be as follows:

If to OZ Art, to:

OZ Art, LLC
Payton Wiedner
Collection Manager
203-393-5651, pwiedner@ozartnwa.com

If to City, to:

City of Bentonville Shelli Kerr, AICP
305 SW A Street, Bentonville, AR
72712 479-271-6822,
skerr@bentonvillear.com

- d. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.
- e. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original. A separate signature will be deemed to constitute an original if properly executed.
- f. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, as allowed herein.
- h. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18. Sovereign Immunity. The City does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

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

OZ ART:

Christine Franco, Vice President
OZ Art, LLC

Date

CITY OF BENTONVILLE:

Stephanie Orman, Mayor
City of Bentonville

Date

APPROVED AS TO FORM AND LEGALITY:

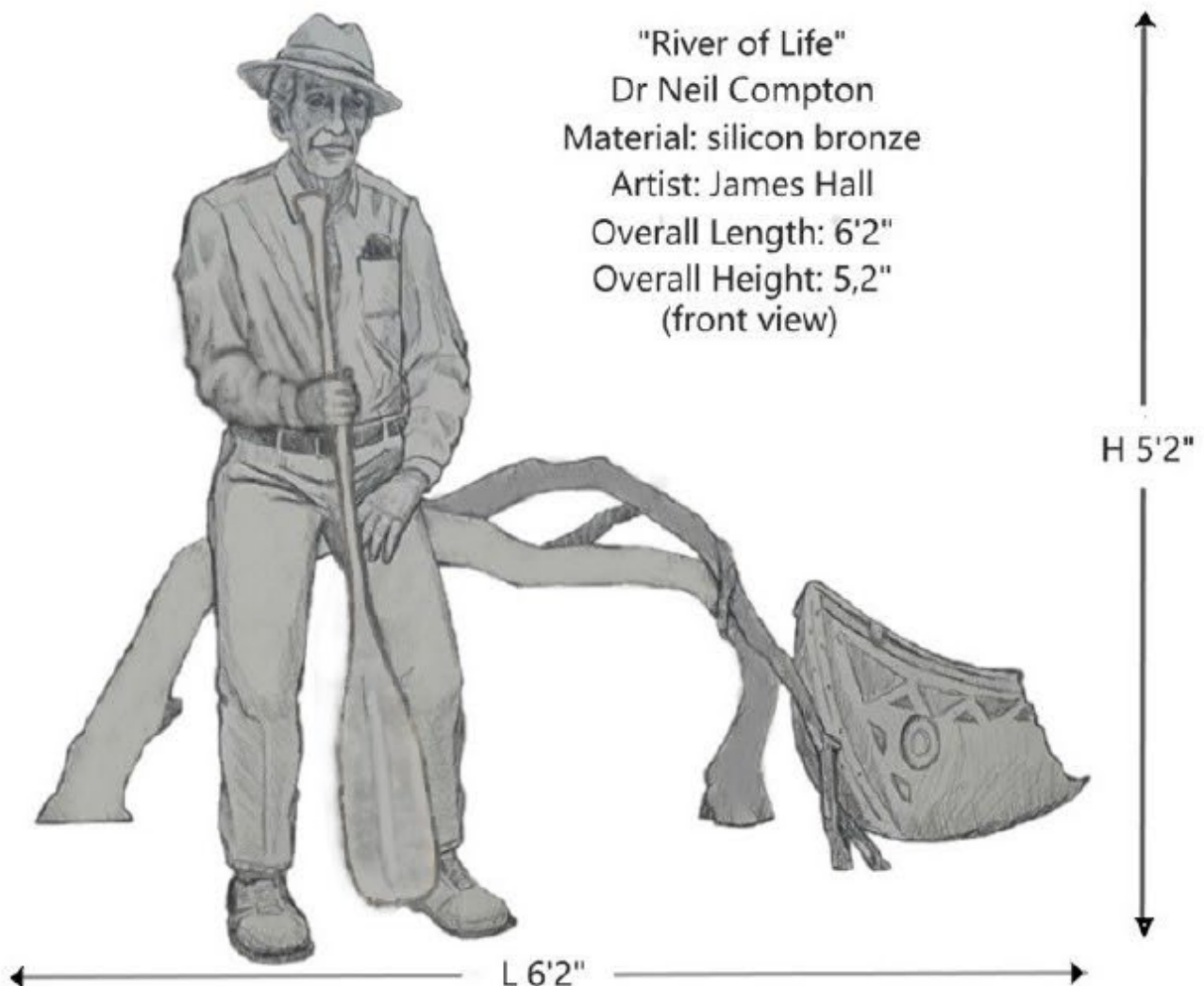
Bonnie Bridges, Staff Attorney
City of Bentonville

Date

Exhibit A
ARTWORK TO BE DISPLAYED ON PUBLIC PROPERTY
River of Life by James Hall

Title: **River of Life**
Artist: **James Hall**
Owner: **OZ Art NWA**
Display Site: **Dave Peel Park**

Type: **Sculpture**
Medium: **Bronze**
Dimensions: **6'2" wide by 5'2" tall**




2025



Exhibit A (continued)

Narrative

One of the greatest resources in the Northwest Arkansas area is the mighty Buffalo River. It's sometimes surprising how few people realize the things we value can come down to an individual. The intention of this sculpture is to increase awareness of the man Dr Neil Compton, and his work to save the Buffalo. As a frequent visitor to your region, I'm all too aware of his impact. I want future generations to know that one person, with a goal and the help of others along the way, can move mountains, or in this case, save rivers. For this piece, I have chosen bronze as the medium. Like the river, bronze is timeless, and the message of preserving our resources will be one that is carried from generation to generation, like a story that is passed down. The process of the sculpture utilizes age-old processes that have been around for thousands of years. This permanence is not lost on me as I strive to capture the essence of Dr Compton so that the future has a face to the name.

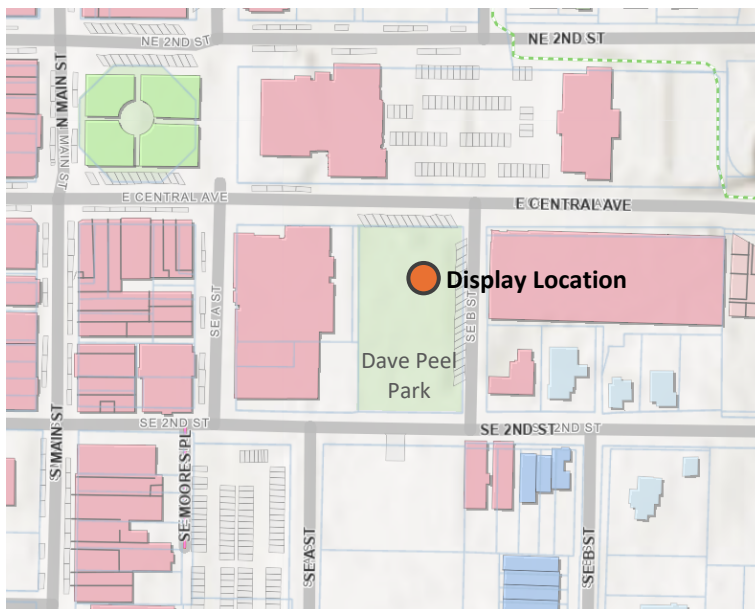
The sculpture components also have their own contributory meaning. The yellowwood, Compton's favorite tree, is gnarled over into a crude bench that has seen the awesome

power that the river possesses, enduring trials eternally. His trusty canoe is present as the means of locomotion on NWA's most famous waterway. Finally, Compton himself, sitting on the tree bench, clutching the paddle that is the power behind his journeys.

He's in a reflective pose, perhaps recounting his numerous adventures on the river, and why it was so important to preserve it. The entirety of the installation will have patina colors that reflect nature, a combination of greens and browns, hues of the Buffalo. I am very excited about this project and solidifying a legacy while making the person seem real to those that view it. I believe the work will encourage people in the future to aspire to great deeds, all starting within their own communities.

Location

Dave Peel Park



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A LOAN OF ARTWORK, TITLED
RIVER OF LIFE BY JAMES HALL, FROM OZ ART NWA FOR
DISPLAY ON PUBLIC PROPERTY IN DAVE PEEL PARK; AND
FOR OTHER PURPOSES**

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

WHEREAS, OZ Art NWA proposes to lend *River of Life* by James Hall to the City of Bentonville for display in Dave Peel Park at no cost to the City; and

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

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

Section 1: That the City Council of the City of Bentonville, Arkansas accepts the loan of *River of Life* by James Hall, as shown in Exhibit “A”, on public property in Dave Peel Park;

Section 2: That OZ Art NWA, owner of the artwork, will lend the artworks to the City of Bentonville for a minimum of three (3) years at no cost to the City;

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

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

Exhibit "A"
ARTWORK TO BE DISPLAYED ON PUBLIC PROPERTY
River of Life by James Hall

Title: **River of Life**
Artist: **James Hall**
Owner: **OZ Art NWA**
Display Site: **Dave Peel Park**

Type: **Sculpture**
Medium: **Bronze**
Dimensions: **6'2" wide by 5'2" tall**

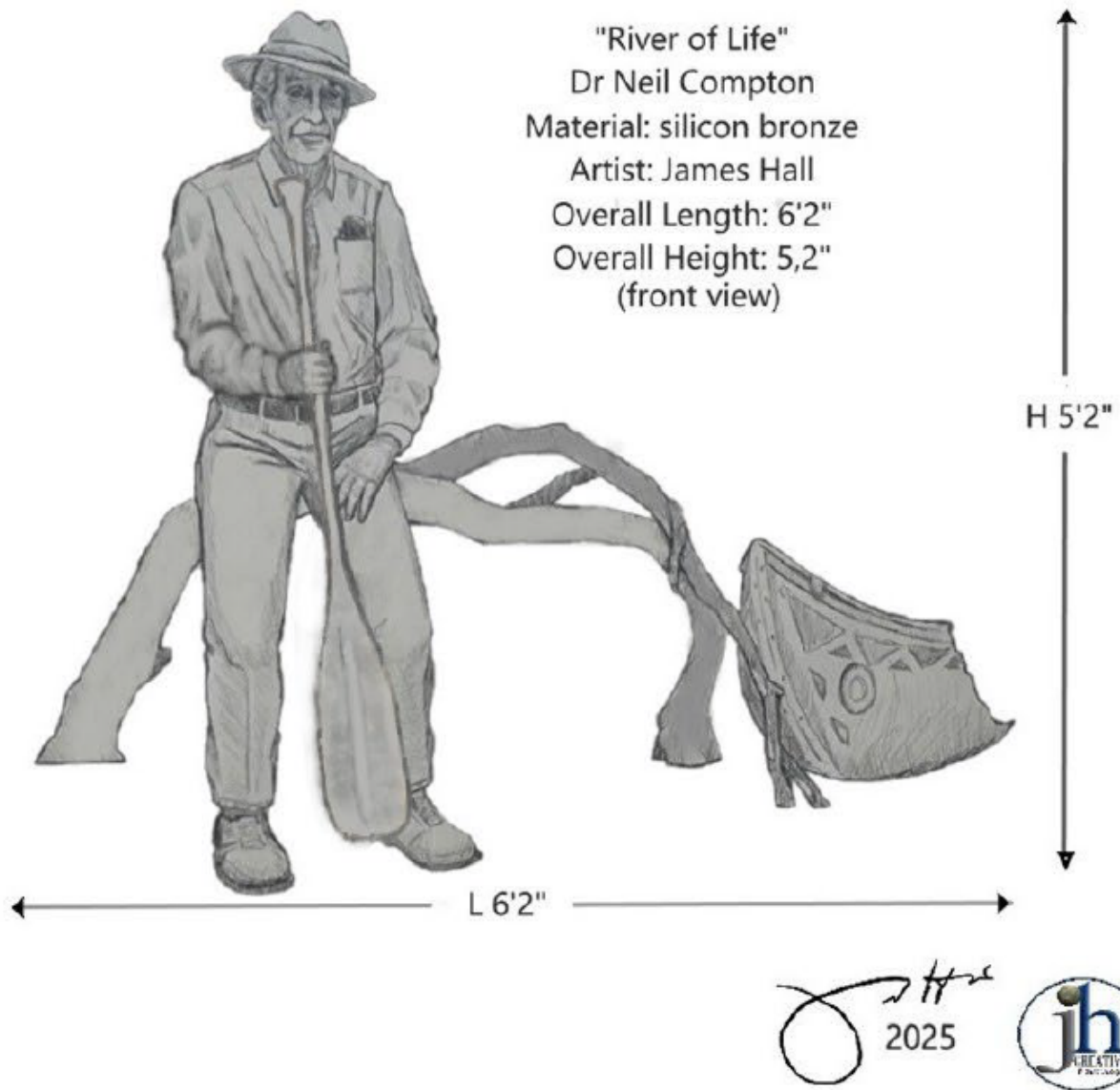


Exhibit A (continued)

Narrative

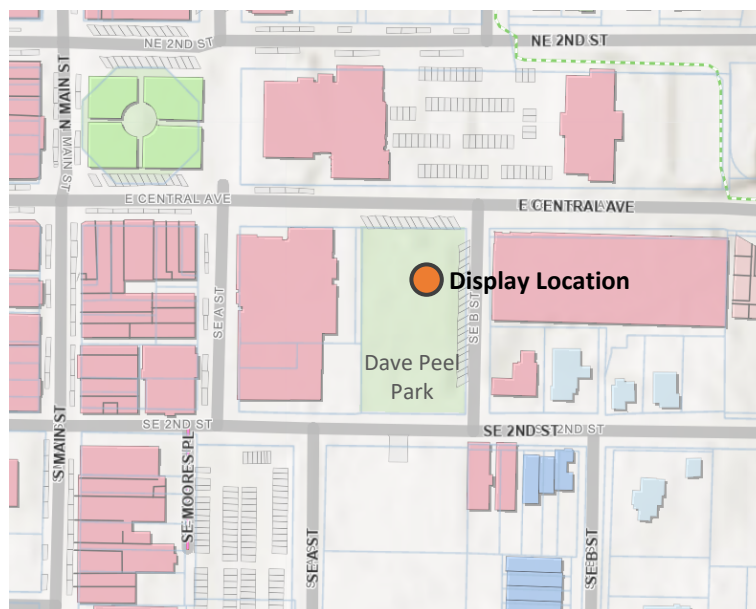
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Location

Dave Peel Park





City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: July 28, 2026
Re: Appointment of Bronwen Gregory to the Public Arts Advisory Committee

I recommend Bronwen Gregory for appointment to the Public Art Advisory Board (PAAB) to fulfill the unexpired term of Position 2. This position is vacant due to a resignation.

This term expires December 31, 2027.

 Stephanie Orman, Mayor



Boards and Commissions Application Form

Applicant Information

First Name	Bronwen
Last Name	Gregory
Address	[REDACTED]
City	BENTONVILLE
State	AR
Zip Code	72712
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	Three years.
Employer	Currently Self Employed
Occupation	Visual & Performance Arts & Sports Event Production, Volunteer Coordinator & Visitor Experience Designer / Tour Guide
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Josh Stacey: Deputy Director of Bentonville Parks & Rec
Email Address	[REDACTED]
Address	<i>Field not completed.</i>
City	Bentonville
State	AR

Zip Code	Field not completed.
Phone Number	
Name	Brandom Gengelbach: President & CEO of Bentonville Area Chamber of Commerce
Email Address	
Address	Field not completed.
City	Bentonville
State	AR
Zip Code	Field not completed.
Phone Number	
Fax Number	Field not completed.

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:

Public Art Advisory Committee

1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?

I specifically moved to Bentonville three years ago, because I was so inspired by the public art initiatives and the focus on building sustainable active transportation trailways. Since week one, I've volunteered and done event production work for The Momentary, Crystal Bridges, Lifetime Grand Prix, Run Bentonville and worked for a year full time as Recreation Program Supervisor for Bentonville Parks & Recreation, while continuing to look for a full time position in the arts. I work part time as a Bentonville tour guide and visitor experience designer, connecting people to this special place through public art focused walking, cycling and electric golf cart tours (with Big on Bentonville). Before my arrival in Bentonville, I had over 20 years of international trip design and trip leading experience in over 40 countries around the world, curating and facilitating active travel experiences that focused on art, history and

culinary introductions to small groups through cycling and walking adventures. While working as the Director of Visitor Experience for the City of Fort Worth and Visit Fort Worth (where I'd grown up and returned to after work abroad), I was on the music commission (Hear Fort Worth), the Cultural District & Arts Commission, our Fort Worth Sports Commission and on the Board of Directors for Fort Worth Bike Sharing. On Saturdays, I also hosted public art bike tours with a focus on the mural movement in Fort Worth, to encourage awareness for our Fort Worth Bike Sharing program.

2. Why would you like to be considered for appointment to this commission or board?

I am fascinated by the profound impact that public art has on our shared, human experience and I would love to learn more about the intentional planning for new additions being considered and just have the opportunity to LEARN about something that matters deeply to me. Anyone that knows me, including Josh Stacey from my time at Bentonville Parks & Rec and Brandom Gengelbach from my time both in Fort Worth and here in Bentonville, will tell you that I'm constantly looking for ways to connect our community organizations and initiatives and seeking ways to contribute to the arts, sports, cultural scene where I've chosen to live.

3. What do you hope to be able to contribute?

An authentic love and appreciation for the artists creating these public art pieces; a deeply recognized knowledge of the impact this art has on our visitors, locals, community as a whole; and thoughtful time and attention in learning how best to contribute and champion the purpose of this committee for the City of Bentonville. I've got buckets of enthusiasm and time to contribute, to go along with a great willingness to serve. I appreciate the consideration. Thank you!

4. Meeting Times

AGREED

(Section Break)

Qualifications for Serving

Please read the Qualifications for Serving provided below. These are the general qualifications to serve on any board or commission of the City of Bentonville.

I have read the above qualifications to serve on a city commission or board.

Yes

(Section Break)

Restrictions on Appointees

Please read the Restrictions on Appointees provided below. Then type in your name and date to confirm that you are aware of and, if appointed, agree to the following rules.

Agreement to Abide by Bronwen Gregory
Restrictions on
Appointees

Date 6/17/2026



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Page 47 of 206

MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: July 28, 2026
RE: **Approval of the Program Year 2026 Annual Action Plan**

Request.

Approval of the 2026 Annual Action Plan for the City of Bentonville's Community Development Block Grant Program.

History.

In 2022, the City of Bentonville decided to re-enter the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The City was a CDBG entitlement city between 2004 and 2015.

Upon application to HUD, Bentonville was approved for a grant contingent on the submission and approval of the City's Consolidated Plan (CP) for the 2023-27 grant period. For each year of that period, an Annual Action Plan (AAP) must be submitted to HUD describing annual goals, community input and planned projects and project budgets. In 2024, HUD updated its rules regarding the submission of Annual Action Plans (AAPs), requiring that no plan be submitted before HUD released formal yearly allocations. Bentonville was awarded with \$291,148 for its Program Year 2026 allocation.

Program Status.

Staff has developed the proposed 2026 Annual Action Plan that was developed with community input from a range of stakeholders, including program subrecipients, local nonprofits and businesses. The projects continue the priorities laid out in the City's Consolidated Plan, particularly public services and public improvements.

Individual project allocations are described in greater detail below.

PY26 Project Allocations.

Public Improvements – Sidewalk Project \$237,478

Funds will be used for city staff to continue the sidewalk construction project along SE C Street which was initiated by the adoption of the 2023 Substantial Amendment to the Consolidated Plan. Funds will be used to pay for planning and design services, material acquisition, and construction costs.

Public Services - \$43,670

The City will use its public services funds to support five local organizations to assist with childcare tuition assistance and outreach and assessment services for our homeless population.

- Funding for the Helen R. Walton Children's Enrichment Center will cover tuition costs of their transitional housing and childhood education program which will allow for free, high-quality, early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change. (\$12,800)
- Funding for the Northwest Arkansas Continuum of Care will assist with outreach and focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Individuals will be connected to resources such as emergency short-term shelter and food. (\$6,000)
- Funding for the Boys and Girls Club After School and Summer Scholarship Program will be allocated by reimbursing the Boys and Girls Club for the scholarship funds for low-income children and their families. This allows their parent(s) to work and not have to worry about where their children are or how they are going to pay for childcare. (\$12,800)
- Funding for the Boys and Girls Club After School and Summer Mindful Matters Program will provide daily trauma-informed mental health support, focusing on early intervention, skill building, emotional regulation, crisis de-escalation, conflict resolution, and individualized support planning. (\$7,820)
- Funding for Upskill Northwest Arkansas will provide tuition assistance, cost of books and supplies, and 5% of salaries of three career support staff in order to move low-income wage earners into high-demand, high-wage jobs in healthcare. (\$4,250)

Administration - \$10,000

The administration funding will be managed by city staff and used to pay for marketing and promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. Any retained professional services eligible under HUD would be spent from the Administration fund. It will also cover any membership fees associated with the CDBG Program, general program-associated costs such as materials, travel for conferences and training seminars.

Next Steps

Following the approval by Council of the 2026 Annual Action Plan, staff will submit the AAP to HUD and await approval. Once HUD has approved the 2026 Annual Action Plan, the City will reach out to its subrecipient partners with notice of award for their applications and begin program initiation.

City of Bentonville
2026 Annual Action Plan

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This section presents the 2026 Annual Action Plan, the fourth year of the Consolidated Plan 2023-2027. The 2026 Program Year runs from July 1, 2026, through June 30, 2027. The Annual Action Plan provides a summary of actions, activities, and programs that will take place during the 2026 Program Year to address the priority needs and specific objectives identified in the 2023-2027 Consolidated Plan. For the 2026 Program Year, HUD has allocated \$291,148 in Community Development Block Grant (CDBG) federal fund to the City of Bentonville. The CDBG funding will be used to support activities that benefit very low, low and moderate-income persons. The CDBG funds will be used in conjunction with program income, carryover funds and other funding sources to complete programs and projects to further the goals and objectives of the Consolidated Plan. The Annual Action Plan presents the City's annual strategy for use of the CDBG funding to meet the objectives outlined in the Consolidated Plan for public services, public facilities, infrastructure improvements, and administration. The information is presented in narrative form and table form in the Annual Action Plan. Finally, it states the manner in which the City of Bentonville intends to address other areas covered in the Consolidated Plan including barriers to affordable housing, coordination of resources, and program monitoring.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals of Bentonville CDBG program are to support decent housing, a suitable living environment and expanded economic opportunities for the city's low to moderate income residents. The City of Bentonville strives to accomplish these goals by maximizing and utilizing available funding resources to conduct housing and community development activities that serve our economically disadvantaged residents. By addressing need and creating opportunities at the individual and neighborhood levels, the City hopes to improve the quality of life for all residents. These goals are further explained as follows:

- Supporting decent housing means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving affordable housing stock; increasing availability of permanent housing that is affordable to low and moderate-income persons without discrimination; and increasing supply of supportive housing.

- Providing a suitable living environment entails improving safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing isolation of income groups within an area through de-concentration of low-income housing opportunities.
- Expanding economic opportunities involves creating jobs that are accessible to low- and moderate-income persons; making mortgage financing available for low- and moderate-income persons at reasonable rates; providing access to credit for development activities that promote long-term economic and social viability of the community; and empowering low-income persons to achieve self-sufficiency to reduce generational poverty.

These objectives are further explained as follows:

Decent Housing - Assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increasing the availability of affordable permanent housing in standard condition to low-income to moderate income families; particularly those of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS to live in dignity and independence); and providing affordable housing that is accessible to job opportunities.

Providing a Suitable Living Environment – The City will continue to improve the infrastructure in CDBG target neighborhoods determined to contain a significant population of low to moderate income households. In the past the City has used some of their CDBG funding for infrastructure improvements, including constructing and rebuilding sidewalks, and improving water sewer, and drainage to street standards in target low- income neighborhoods. The City will also assist public service agencies who serve the City's youth, seniors, special needs persons, veterans, persons and families in crisis and disabled persons who are deemed low to moderate-income. These services provide child- care assistance to enable parents to continue working, as well as other services requested that meet a very specific need of the low income. The City will also look to improve public facilities that will address the needs of the homeless, disabled, elderly, children, or low-income citizens.

Expanding Economic Opportunities - Availability of mortgage financing for low-income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; generational poverty in federally assisted housing and public housing. The three outcomes for these objectives are availability/accessibility, affordability, and sustainability.

3. Evaluation of past performance

Past performance of the City of Bentonville's CDBG program indicates that the 2026 Annual Action Plan must emphasize the timely expenditure of funds and renewed commitment to Bentonville's community partners.

A substantial amendment to the 2023-2027 Consolidated Plan was approved by HUD on May 6, 2025. This amendment included changes to the five-year goals of the City, cancellation of two 2023 projects, and the reallocation of those funds to a new public improvement project (sidewalk installation). Due to the timing of this substantial amendment, there are significant portion of PR2023 funds that have not been spent, as they have been reallocated to a project that began in the 2025 calendar year.

In evaluating the past performance of the city's CDBG program, it is clear that there have been delays in spending down the annual allocation due to the timeline of project initiation and the substantial amendment process.

Learning from the City's program initiation the City will take steps to ensure that PY2026 will begin program spending quickly after the approval of the Annual Action Plan. Steps in place to ensure that it is successful are:

- Drafting Subrecipient Agreements during the AAP approval period so they can be executed once the 2026 allocation is approved by HUD.
- Attaining a budget adjustment for the CDBG program once the 2026 allocation is signed so that there are no delays due to City Council approval.
- Engaging with community partners throughout the process and capitalizing on the relationships made during the community engagement period for the 2026 AAP.
- Continuing multi-year projects such as the sidewalk installation project begun in PY2023.

Most importantly in evaluating past performance of the CDBG program is recognizing that, as a new program, the steps taken by the City in initiating the CDBG program as a whole will continue to benefit and inform the City's approach to the subsequent program years, including PY2026.

4. Summary of Citizen Participation Process and consultation process

The City of Bentonville has a Citizen Participation Plan (CPP) that details the public involvement process. The CPP is available online at bentonville.ar.gov and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development of the Annual Action Plan. Opportunities for resident input begin at the earliest stages of crafting the Annual Action Plan. The City hosts a public hearing to collect information on community priorities and to update the public on the status of the CDBG program and the City's goals in the Consolidated Plan. All input received allows the City to analyze and measure to determine housing, facility, and service needs with an emphasis on low- and moderate-income residents, the elderly, disabled, and homeless. Current resources in the City are considered in determining how to meet these needs as well as gaps that might not be met by other resources. A public hearing is held where the public is invited to offer comments and identify housing

and community needs. The City encourages the residents of Bentonville to provide input into the Consolidated and Annual Action Plans by attending the public hearings or sending in their comments electronically.

Once the plan is completed, another public hearing along with a notice is published advising these plans are ready for review. The final plan considers and/or implement concerns and suggestions from residents, public agencies, and other interested parties. Final review and approval to the Consolidated Plan and Annual Action Plans are made by the Mayor of Bentonville and the Bentonville City Council. Public comment are available at these meetings in addition to the public hearings that are held through the drafting process and comment period.

For the 2026 Annual Action Plan, the city held the first public hearing on February 25, 2026, to gather input on community priorities for the 2026 Annual Action Plan. The city issued a survey to local service providers accepting responses from May 27 through June 5. The 30-day notification period ran from June 15 through July 15. Notice of the 30-day period was published in the local newspaper. A final public hearing was held on July 9, 2026, before going to City Council for final approval.

5. Summary of public comments

Comments were accepted during the first public meeting on February 12, 2026. Comments included that Bentonville has a housing crisis and that more support was needed for lower income residents to access health needs. In light of that, the creation of the 2026 Annual Action Plan relied on the feedback regarding community support needs, and comments previously submitted for the creation of the substantial amendment to Consolidated Plan, which emphasized the need for infrastructure, public facilities and affordable housing.

No public comments were received following the second public hearing on July 9, 2026.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments received were accepted.

7. Summary

The public feedback gathered informed the development of the 2026 Annual Action Plan. The goal of the City of Bentonville in using their Community Development Block Grant funding is to improve the quality of life for low to moderate-income families, seniors, and persons with special needs by funding public services that stabilize and enhance living conditions, and improve the living environment, safety and quality of life of low-moderate income residents through public improvements and investments.

Our outcomes will be measured by the number of persons and households served by each project. In this Annual Action Plan, the City of Bentonville lays out its priorities for the 2026 Program Year beginning July 1, 2026. These priorities have remained consistent with the needs identified in the 2023-27 Consolidated Plan and the Consolidated Plan substantial amendment. The priorities are:

- Public Facilities and Improvements
- Public Services

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Agency Role	Name	Department/Agency
CDBG Administrator	BENTONVILLE	Bentonville Planning

Table 1 – Responsible Agencies

Narrative

The Bentonville Planning Department is the lead agency for administering the CDBG Program, facilitated by the CDBG Administrator. The CDBG Administrator reports to the City's Planning Director. The CDBG Administrator is also responsible for administering the programs covered in the Annual Action Plan. This includes development, implementation, monitoring and activities reporting. The CDBG Administrator uses city staff, residents, community and neighborhood organizations, and nonprofits for their insight and expertise on housing, service, and facility projects.

The Planning Director and his staff evaluate all CDBG infrastructure projects. The CDBG Administrator also conducts meetings and public hearings to encourage public comments and to receive resident views to establish priorities.

Consolidated Plan Public Contact Information

Audrey Mitchell
Planner / CDBG Administrator
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AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The CDBG Administrator meets with government officials, those who deal with housing and service areas, and with nonprofits that are active in this area. During this development period, the City was able to get resident input through comment periods, public hearings, and stakeholder surveys. These organizations consisted of representatives of nonprofits, fair housing providers, community-based organizations, service providers, educational institutions, and government agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

During the development of the Consolidated Plan and subsequent Annual Action Plans, the City of Bentonville receives feedback and input from representatives of low-income advocacy groups, non-profits and service providers, homeless service providers, as well as other units of government through on-going yearlong feedback opportunities. The City of Bentonville does not have public housing providers, so to ensure that there was good coordination with local organizations the CDBG Administrator sought out comment from local nonprofit organizations, especially those concerned with affordable housing, assistance to homeless populations, and childcare. The CDBG Administrator met with representatives of these organizations both in-person and virtually to consult on community needs, possible CDBG activities to serve low- moderate-income persons, and how the City of Bentonville policies impact service organizations and low- moderate-income residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CDBG Administrator spoke with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. The 2026 Point in Time Count indicated that there are a total of 563 individuals experiencing homelessness in Northwest Arkansas, 277 of whom are unsheltered. This is a 1% increase from the 2025 Point in Time Count data, which reported 507 people experiencing homelessness. In addition to Point in Time Count data, estimations on the number of homeless individuals have come from meetings with Bentonville Schools, which monitors the number of homeless students, conversations with Board Members of the NWA Continuum of Care, and the Executive Director of the NWA Continuum of Care.

Consultations with the NWA Continuum of Care include how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community through partnership with the NWA Continuum of Care or other organizations meeting the needs of the homeless community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City receives no ESG funds, but in the meeting with the Executive Director for the NWA Continuum of Care, a potential future partnership was discussed for the use of ESG funds to provide emergency rental support funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Northwest Arkansas Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment; Homeless Needs - Chronically homeless; Homeless Needs - Families with children; Homelessness Needs – Veterans; Homelessness Needs - Unaccompanied youth; Homelessness Strategy; Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Executive Director of the NWA Continuum of Care responded to the city's public service provider survey. The survey response identified several issues they see in providing services to the homeless. The issues identified are (1) lack of affordable housing and public transportation, (2) shortage of emergency shelter beds, (3) lack of family shelter options, and (4) limited community support for homeless services. The gaps in services include transportation and affordable housing options. One area that the Executive Director has noticed increasing over the past few years is the number of people who are newly homeless. The greatest increase in these numbers comes from elderly individuals and youth (ages 18-24). There is an issue of wage stagnation; while the median household income in the Fayetteville-Springdale-Rogers Metropolitan Statistical Area has increased to over \$100,000 in 2025, the Executive Director notes that individuals in lower income jobs are not seeing an increase in their wages, leading to the housing crisis that has been observed both by the NWA Continuum of Care as well as other community partners in Bentonville. Consultations with the NWA Continuum of Care include discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community. The anticipated outcome of these consultations is the further advocacy for homeless populations in Bentonville, the importance of emergency shelter and transitional housing, and how Bentonville might provide CDBG funding for public services having to do with these high-risk populations.

2	Agency/Group/Organization	HELEN WALTON CHILDREN'S ENRICHMENT CENTER
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Helen Walton Children's Enrichment Center responded to the city's public service provider survey. The survey response identified several issues they see in providing services to low-to-moderate income families. The issues identified are The CDBG Administrator worked closely with the HWC through the development of the 2026 Annual Action Plan, as the HWC was a subrecipient for the 2023, 2024 and 2025 program years. The HWC serves families in need of transitional housing, offering tuition assistance for these families on a stepped scale so that those in need can access resources and build stability without losing supportive structures. The high price of housing is leading to more instability than before, including increased need for families at the federal poverty level to access housing programs. Increases in overall cost of living have also caused families at the HWC to request more support through their tuition program and they have seen an increase in use of the other support programs such as the HWC food pantry. It was not only the program participants that struggled in Bentonville's housing market, but also workers at the HWC that are being excluded from the city, moving further and further away from their work. The HWC expressed concern that they would face staff shortages due to the exclusionary housing market. Another need identified was more education in the community about available resources so that families in need could contact the HWC in times of crisis. An expected outcome of these consultations is investigating opportunities for community partners to come together to refer more households to the correct resources for their particular needs.

3	Agency/Group/Organization	Bentonville Schools
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Deputy Superintendent of Bentonville Schools responded to the city's public service provider survey. The survey response identified several issues they are seeing in providing educational services to Bentonville youth and their families. The issues identified are (1) mental health issues associated with social media, (2) workforce preparedness, (3) belonging and connectedness, and (4) financial disparities. Bentonville Schools continues to document the number of homeless youths in the school district, as stable housing is critical to children's success in school. The school has also identified the difference in classification between HUD and the school district on what qualified a child as homeless, explaining that the larger numbers reported by the schools were in part due to the schools counting doubled-up households and those in hotels as part of their homeless numbers. The need for affordable housing continues to be a top priority, with housing and rental costs increasing and driving more people into at-risk housing situations or out of the Bentonville community. Housing stability is a concern for student families as well as school employees. Other needs discussed are the pressing need for mental health support in the community, particularly for students and children who do not qualify for the AR Kids program. While there is a general shortage of mental health professionals in the area, there are also high costs of accessing care. Outcomes of these consultations include focus on the need to partner with local organizations addressing homelessness that may not qualify for aid under the Continuum of Care guidelines for assistance. Another projected outcome is advocacy for more mental health support in Bentonville schools and in partner community organizations.

4	Agency/Group/Organization	Micah 6-8 Initiative
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative of the Micah 6-8 Initiative responded to the city's public service provider survey. The survey response identified several issues they see in providing services to the homeless. The issues identified are (1) lack of affordable housing, (2) obtaining work-ready identification, (3) reliable transportation, and (4) lack of employment. Past conversations with Michah 6-8 Initiative identified the need for homeless populations to make constructive uses of their time during the day, due to shelter limitations on when people could be in residence and how that might intersect poorly with job requirements. The Director spoke at length about the challenges in employment that homeless residents of Bentonville face while trying to attain stable housing, and the difficulties associated with shelter life (such as wait lists, stability, and hours of operation). Transportation was also identified as a high need, particularly public transportation options that could access areas in multiple cities, rather than being restricted to city limits. In a region such as Northwest Arkansas, low-income individuals may need to access community resources and support between cities (particularly between Bentonville and Rogers), and currently the most accessible option (Ozark Regional Transit) drops individuals at the Northwest Arkansas Community College if they are traveling between cities, creating long travel times and difficulty accessing supports. An anticipated outcome of this consultation is advocacy for the development of accessible regional transportation solutions, both within Bentonville and with neighboring cities.

9	Agency/Group/Organization	Ozark Regional Transit
	Agency/Group/Organization Type	Regional organization Transportation Services
	What section of the Plan was addressed by Consultation?	Market Analysis
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A representative from Ozark Regional Transit responded to the city's public service provider survey. The survey response identified several issues they see in providing transportation services. The issues identified are: (1) Reliable Access to Transportation: ensuring riders can consistently get to work, school, medical appointments, grocery stores, and essential services without barriers or long wait times, (2) Expanded Service Availability: addressing the growing need for additional routes, extended hours, weekend service, and coverage in underserved or rapidly growing areas across Northwest Arkansas, (3) Affordability and Financial Stability: Maintaining low-cost transit options for riders while securing sustainable funding to support and improve services, (4) Accessibility and Mobility Support: Providing safe, inclusive, and ADA-accessible transportation for seniors, individuals with disabilities, and riders with limited transportation alternatives, and (5) Public Awareness and Communication: Improving community understanding of available transit services, how to use them, route information, mobile tools, and the overall value of public transportation in the region.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were knowingly excluded from consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Northwest Arkansas Continuum of Care	The top priority of the Continuum of Care's plan is the prevention of homelessness and the service of homeless persons and households. This aligns with the City's strategic plan which includes homelessness services and the prioritization of housing access and stability.
Bentonville Community Plan	City of Bentonville	The Bentonville Community Plan is the official comprehensive plan for the City of Bentonville. The Plan serves as a roadmap for the community as it grows and changes over time. Identified in the Plan are key areas of focus for growth and development over the next 10 to 20 years. The City's CDBG Strategic Plan overlaps with the Community Plan by laying out investment strategies for low- moderate-income residents to ensure that they are not overlooked as the Community Plan is developed and carried out.

Table 3 – Other local / regional / federal planning efforts

Narrative

A variety of organizations were consulted during the development of the 2026 Annual Action Plan. These organizations ranged from governmental agencies such as Bentonville Schools and regional non-profits that primarily serve low-to-moderate income residents.

Consultations from five public service providers identified housing, transportation, and mental health services as the most significant community needs. Providers reported serving a range of populations, with the highest concentrations among individuals experiencing homelessness, low-income residents, youth, people with disabilities, veterans, and victims of domestic violence.

Key challenges facing clients include:

- Lack of affordable housing and emergency shelter options.
- Limited access to reliable and affordable transportation.
- Mental health needs and insufficient support services.
- Employment barriers, workforce readiness, and obtaining identification documents.
- Affordable childcare, food insecurity, and financial instability.

Respondents also highlighted significant service gaps, particularly in public transit coverage, housing options for individuals with complex barriers (such as criminal histories or poor rental histories), mental health services, and affordable childcare. Several providers emphasized the need for stronger regional transportation connections, increased funding, and expanded support for vulnerable populations.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The City of Bentonville has a Citizen Participation Plan (CPP) that details the public involvement process. The CPP is available online at bentonville.ar.gov and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development of the Annual Action Plan. Resident participation starts with the development of the plan. All input received helps the City analyze and measure to determine housing, facility, and service needs with an emphasis on low- and moderate-income residents, the elderly, disabled, and homelessness. Then the resources that the City has are considered, as well as the programs and resources that community partners have that may help them to meet the needs discussed.

For the 2026 Annual Action Plan, there was an initial public hearing held on February 25 to discuss upcoming community priorities. Public notice was published in the local newspaper and online 15 days ahead of the meeting and notice was sent to community partners asking them to direct any interested members or beneficiaries to the meeting.

The city also sent a survey to local public service providers on May 27, giving them until June 5 to respond.

The draft 2026 Annual Action Plan was published on June 14, 2026, initiating the 30-day public comment period, that ended on July 15, 2026. A public notice was published in the Arkansas Democrat Gazette on June 14.

A second public hearing was held on July 9 to gather feedback during the comment period.

All feedback was shared with City Council prior to adoption of the 2026 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/ broad community	No responses received.	No comments received.	No response.	
2	Public Meeting	Non-targeted/ broad community	11 attendees to the first public hearing to gather feedback on the 2026 Annual Action Plan.	Attendees were interested in learning more about the program.	Not applicable.	
3	email invitations to service providers	Non-targeted/ broad community	No response.	No comments.	No comments.	
4	Newspaper Ad	Non-targeted/ broad community	No attendees.	No comments.	Not applicable.	
5	Public Hearing	Non-targeted/ broad community			Not applicable.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Survey	Public service providers	Five organizations submitted responses to the survey.	Based on responses from five public service providers, the survey identified housing, transportation, and mental health services as the most significant community needs. Providers reported serving a range of populations, with the highest concentrations among individuals experiencing homelessness, low-income residents, youth, people with disabilities, veterans, and victims of domestic violence. Key challenges facing clients include: Lack of affordable housing and emergency shelter options, limited access to reliable and affordable transportation, mental health needs and insufficient support services, employment barriers, workforce readiness, and obtaining identification documents; affordable childcare, food insecurity, and financial instability. Respondents also highlighted significant service gaps, particularly in public transit coverage, housing options for individuals with complex barriers (such as criminal histories or poor rental histories), mental health services, and affordable childcare. Several providers emphasized the need for stronger regional transportation connections, increased funding, and expanded support for vulnerable populations.		

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The primary source of funding for the CDBG program comes from HUD, with allocation amounts made available annually. Other sources of funding can include program income from the City's CDBG projects, unallocated funds from prior program years, or additional private, state and local funds. For the City of Bentonville, all CDBG resources are those that are made available through the HUD allocation or program income and unallocated yearly funds, if applicable. In preparing the 2026 Annual Action Plan, the City took into consideration how to best utilize the resources available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$	
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	291,148.00	0.00	0.00	291,148.00	291,148.00
Narrative Description	No unallocated funds from former years remain, as the City made a substantial amendment to the 2024 Annual Action Plan, reallocating any unused funds to new projects for that program year. Expected remainder of ConPlan calculated by multiplying the 2026 allocation by the one years remaining in the grant period.						

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No additional resources are available; the 2026 annual allocation is the only funding source for the 2026 program year.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property is available for use in this plan.

Discussion

All funding for the 2026 program year comes from the annual allocation from HUD. There are no additional resources from previous years, nor are there funds available from private, state or local funds. Subrecipients may have additional funding sources available to them to contribute to individual projects, but those funds are not available directly to the City.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Facilities and Improvements	2023	2027	Non-Housing Community Development Public improvements and infrastructure	CENSUS DESIGNATED LMI AREAS Census Tract Block Group 205.04 City of Bentonville	Public Facilities and Improvements	CDBG: \$237,478.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1495 Persons Assisted
2	Public Services	2023	2027	Public Services	City of Bentonville	Public Services	CDBG: \$43,670.00	Public service activities other than Low/Moderate Income Housing Benefit: 238 Persons Assisted
3	Administration	2023	2027	Administration	City of Bentonville	Administration	CDBG: \$10,000.00	Other: 0 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Public Facilities and Improvements
	Goal Description	Successful continuation and initiation of public service improvement projects, contractor agreements for labor or professional services, completion of planning services for any multi-year projects. Funding will be used for public facilities, infrastructure, and public improvements in low-moderate income areas within Bentonville. Projects will focus on creating a suitable living environment for residents of these target areas through the installation of public improvements such as sidewalks, tree planting, street improvements, and quality of life improvements such as parking facilities and parks. This is not an exhaustive list and only serves as examples of the types of projects that may be completed with CDBG funds under this goal. Outcome indicators will come in the form of the percentage of completion for any public improvement projects initiated in this program year. The public facilities and improvements projects will be administrated by the CDBG staff in the City's Planning Department, with collaboration with other city departments and contracted professional and labor services.
2	Goal Name	Public Services
	Goal Description	Public service activities will be measured by a goal outcome of the number of people benefiting from Public Services funded by the City. Public services remain a core component of Bentonville's five-year Consolidated Plan, and the 2025 Annual Action Plan reflects that commitment. The City will partner with local organizations to provide direct services to the public including homeless outreach, childcare, mental health services and workforce development. Specifically, the public service goals include: <i>Childcare</i> - Provided by collaboration with the Benton County Boys and Girls Club and the Helen R Walton Children's Enrichment Center, CDBG funds will go toward offsetting program costs and scholarships for children and families in need. <i>Mental Health support</i> – Provided by the Benton County Boys and Girls Club, CDBG funds will be used to provide on-site trauma-informed early intervention mental health support to children and families, for children to receive support for emotional regulation, crisis de-escalation, conflict resolution and skills building. Funds will be used to pay for 10% of salaried dedicated Child Advocate staff devoted to LMI recipients, program supplies, and member snacks. <i>Homeless Services</i> - Partnering with the NWA Continuum of Care, CDBG funds will go toward homelessness outreach, resource coordination, emergency supplies, transitional housing support, and community educational services.

		<i>Workforce Development</i> - Provided by Upskill NWA, CDBG funds will assist with employment training and social support providers in order to move low-income wage earners into high-demand, high-wage jobs in healthcare. Funding will go toward tuition, books and supplies plus 5% of salaries of three career support staff.
3	Goal Name	Administration
	Goal Description	Funding will be used to cover costs associated with administering the Community Development Block Grant Program. These costs include supplies, training, educational/promotional materials about the program, as well as advertisements required in the newspaper. Administration funds will be used to retain professional services including but not limited to environmental review consultants and the retention of an environmental review officer, program consultation and planning services.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Bentonville makes funding allocation decisions based on subrecipient applications, available resources, priority goals and community needs identified during the 2026 Annual Action Plan development process. All the projects the City will conduct will benefit low-moderate-income residents of Bentonville. All projects are contingent on the receipt of CDBG funds for the 2026 Program Year.

Projects

#	Project Name
1	2026 Administration
2	2026 Public Improvements
3	2026 Boys & Girls Club - Scholarship Program
4	2026 Continuum of Care
5	2026 Helen Walton Children's Enrichment Center
6	2026 Boys and Girls Club - Mindful Matters
7	2026 Upskill NWA - Job Training

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The top priorities funded by the 2026 Annual Action plan are public improvements and public service to include childcare programs, youth mental health, homelessness programs and workforce development.

These priorities were selected from the priority goals expressed in the 2023-2027 Consolidated Plan, substantial amendment approved in May 2025, and in the public engagement and consultation process for the 2026 Annual Action Plan. The public improvements goal and sidewalk installation project are part of a multi-year project initiated in the 2023 Annual Action Plan.

Public services were another long-term goal of the City, and the projects included in the 2026 Annual Action Plan reflect that. Public services in this plan can be roughly broken down into three categories: childcare needs and tuition, homeless support and healthcare.

Out of low- moderate-income clientele of the CDBG program, children and the homeless are two categories of vulnerable persons. Rising costs of childcare in the region are apparent in Bentonville, and a lack of affordable childcare impacts the learning and growth opportunities for children but also places economic hardship on the families who need these programs to allow parents to work and flexibility in their schedules. Supporting tuition for childcare activities benefits whole families, particularly those in precarious situations financially. The projects targeting the needs of Bentonville's homeless population are vital because they serve some of the most vulnerable populations within city limits. Connecting homeless persons to immediate resources in addition to providing support for job training and

education performs a two-pronged approach to serving the needs of the homeless: addressing current needs and providing a route to a more stable future and hopefully rehousing them.

Children and families in Bentonville are experiencing increasing social, emotional, and behavioral health challenges, while access to timely and affordable mental health services remains limited - particularly for low-to-moderate income (LMI) households. Arkansas ranks 45th nationally for child well-being and many youth experiencing depression or anxiety do not receive treatment. Provider shortages in Benton County limit access, especially for families with economic or transportation barriers. Public service programs are designed to address this gap by providing accessible services helping to stabilize children and families before challenges escalate. Additionally, there is an acute need for nursing in Northwest Arkansas with an estimated 500+ job positions. Training LMI persons for careers in nursing helps to meet the need for nurses while expanding their economic opportunity by upskilling them to achieve self-sufficiency and reduce generational poverty.

The largest obstacle in funding these projects is the limits on public service spending. In Bentonville, a higher cap on public service spending would allow more money to go to programs working directly with high needs populations that have active projects embedded in the community. If there were to be a higher public services cap, more money could go directly to benefiting low-income children and the homeless with our current partners or opening up opportunities for more community organizations to partner with the city. Currently, applications for public service programs mean that the pool of funding available is lessened with every new project the city funds.

AP-38 Project Summary

Project Summary Information

1	Project Name	2026 Administration
	Target Area	City of Bentonville
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$10,000.00
	Description	This project is designed to provide funding for administrative costs associated with managing Bentonville's CDBG program.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	Administration costs cover overall program management, benefiting all recipients that receive funding from the program all residents living in the areas with planned public improvements. There are no direct benefits to individuals or families through the administrative project type.
	Location Description	Administration activities take place in the Planning office located at 3200 SW Municipal Drive, Bentonville, AR 72712.
	Planned Activities	Administration funds will pay for marketing/promotional materials for projects funded with CDBG funds, publications and notices for Annual Action Plans, CAPERS, and Consolidated Plans. It will also cover membership fees, training fees, operational costs, and any other eligible planning and administrative activities associated with the CDBG Program. Administration funds may also be used to retain professional services including but not limited to environmental review consultants, program consultation and planning services related to the preparation of future Consolidated Plans.

2	Project Name	2026 Public Improvements
	Target Area	City of Bentonville
	Goals Supported	Public Improvements
	Needs Addressed	Public Improvements
	Funding	CDBG: \$237,478.00
	Description	Funds will be used to pay to continue a sidewalk installation project initiated in the 2023 program year. The project is in a low-to-moderate income target area, Census Block Tract Group 205.04. The project is located along the lower portion of SE C Street, immediately north of Hwy 102/SW 14th St, connecting two blocks of a residential neighborhood and providing a safe walkaway to all residents of the target area who travel through this neighborhood. Funds may be used to pay for other public improvements in the target area in addition to the sidewalk project itself, such as tree plantings, ADA modifications and street improvements that are not maintenance.
	Target Date	12/01/2028
	Estimate the number and type of families that will benefit from the proposed activities	According to the LMI Block Group ACS Data, in Census Tract 205.04, there are 1,495 LMI residents and approximately 299 LMI households that will benefit from this public improvement project.
	Location Description	The project is located on SE C Street, for the two blocks north of Highway 102/SW 14th Street. It is located in Census Tract 205.04 (geographic priority area one) and is a primarily residential area bordering Bentonville's downtown.
	Planned Activities	The project includes construction of a sidewalk on the two-block project area. Activities may include utility adjustments (water, sewer and electric), project materials, bicycle and pedestrian safety facilities, crosswalk, and ramp improvements at SW 14th St.

3	Project Name	2026 Boys & Girls Club – Scholarship Program
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$12,800.00
	Description	This project will provide scholarships for youth in low-to-moderate-income families living in Bentonville who need access to affordable, quality afterschool/summer programming.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	The program anticipates assisting 20 individuals from low-to moderate income families.
	Location Description	Activities will take place at the Boys and Girls Club of Benton County (Bentonville Unit) located at 2801 Walker Street in Bentonville, AR 727122.
	Planned Activities	Funding will be used to provide tuition scholarships for low-to-moderate income families that enroll children and youth in the Boys and Girls Club of Benton County that attend at the Bentonville location. These scholarships provide afterschool and summer care for children, enabling their learning and personal development while offering workforce flexibility for their families.

4	Project Name	2026 Continuum of Care
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$6,000.00
	Description	The NWA Continuum of Care will conduct homeless outreach and support. When utilizing these funds, the outreach will focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including the Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number is given), fill out an intake to determine income (zero) and homelessness status. Outreach will also determine immediate needs and assist people in getting into emergency shelter. Resources will be connected. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activities are expected to assist eight (8) families and 12 individuals.
	Location Description	The outreach project will take cross across the city of Bentonville, to try and perform outreach to the highest number of eligible individuals.
	Planned Activities	Outreach staff will connect with individuals through word of mouth, identification through area partners including the Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number is given), fill out an intake to determine income (zero) and homelessness status. Outreach will also determine immediate needs and assist people in getting into some type of emergency shelter. Resources will be connected. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities.

5	Project Name	2026 Helen Walton Children's Enrichment Center
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$12,800.00
	Description	CDBG funding will allow Helen R. Walton Children Enrichment Center to provide accessible high-quality early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change by impacting both the parent (or grandparent/guardian) and the young child.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	An estimated five children in low-to-moderate income households will be recipients of tuition assistance.
	Location Description	Activities take place at the Helen R. Walton Children's Enrichment Center located at 309 NE J Street Bentonville, AR 72712.
	Planned Activities	Funding provides childcare tuition assistance for children from low-to-moderate income families that attend Helen Walton' Children's Enrichment Center which aids in early childhood education through the facility's program and activities.

6	Project Name	2026 Boys and Girls Club - Mindful Matters
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$7,820.00
	Description	The project provides comprehensive, trauma-informed mental health support to children through the Mindful Matters program. Services are delivered daily on-site, focusing on early intervention, skill building, emotional regulation, crisis de-escalation, conflict resolution and individualized support planning. Services are provided by a dedicated Child Advocate that works with children during program hours, providing both planned and responsible interventions.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	The program expects to serve 16-17 children from low-to-moderate income families.
	Location Description	2801 Walker Street Bentonville, AR 72712 is the address of Boys and Girls Club of Benton County (Bentonville Unit). Addresses of the families are not known at this time.
	Planned Activities	The project provides comprehensive, trauma-informed mental health support to children through the Mindful Matters program. Services are delivered daily on-site, focusing on early intervention, skill building, emotional regulation, crisis de-escalation, conflict resolution and individualized support planning. Services are provided by a dedicated Child Advocate that works with children during program hours, providing both planned and responsible interventions.

7	Project Name	2026 Upskill NWA - Job Training
	Target Area	City of Bentonville
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$4,250.00
	Description	The project provides employment training and social support providers in order to move low-income wage earners into high-demand, high-wage jobs in healthcare. Funding request is for tuition, books and supplies plus 5% of salaries of three career support staff.
	Target Date	6/1/2027
	Estimate the number and type of families that will benefit from the proposed activities	The proposed activity is expected to assist approximately 20 individuals. Upskill NWA recruits non-traditional students, age 24 or older. They are low-income workers earning between 30-80% average median income. They are economically disadvantaged and geographically marginalized, often one mishap away from financial catastrophe. Upskill NWA active students are diverse and represent seven different ethnic groups.
	Location Description	The activities will take place in Rogers and Bentonville to serve Bentonville low-to-moderate income residents.
	Planned Activities	Pay for the cost of tuition, books and materials and the cost of a career navigator to coach and mentor participants through graduation.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Bentonville is part of one of the fastest growing regions in America, Northwest Arkansas. Northwest Arkansas is home to three Fortune 500 companies: Walmart, Tyson Foods, and JB Hunt Trucking. It is also home to the University of Arkansas, a recognized research institution of academic excellence. Beaver Lake provides swimming, boating, kayaking/canoeing, fishing, water sports, and hunting amenities. Northwest Arkansas is also home to the Ozark Mountains and is becoming a global destination for bike riding.

The City has a well-developed community, expanding employment opportunities, supporting new and existing businesses, and enhancing neighborhood vitality, however, providing affordable housing is still a major need for Bentonville across the city.

While census data revealed tracts with low-income residents, as an exception entitlement city the concentration of low-income residents was low overall. For this reason, it was decided that projects addressing the needs of low-income residents across the city as a whole would serve more households, while remaining open to residents in lower income areas as well.

Geographic Distribution

Target Area	Percentage of Funds
CENSUS DESIGNATED LMI AREAS	
Census Tract Block Group 205.04	82
City of Bentonville	18
Census Tract Block Group 206.08	

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for the priorities for allocating investments geographically is to meet the primary objective of the CDBG Program which is to benefit low-income and moderate-income residents per the Department of Urban and Housing Development's (HUD) standards. All activities funded will primarily benefit low- and moderate-income persons or households as a direct service or public improvements such as infrastructure and street improvements, creating a suitable living environment and increasing resident safety and quality of life.

Due to the nature of public improvement costs, the City's CDBG allocation is primarily targeted to Census Tract Block Group 205.04. This is due to project costs and funding limitations to undertake multiple public improvement projects across the city simultaneously. In future years, other geographic priorities will be considered in alignment with the geographic needs assessment made in the Consolidated Plan.

Funds allocated to the City of Bentonville as a whole are public service funds (capped at 15%) and administrative funds (capped at 20%). Despite this, all funds (100%) will benefit the City of Bentonville as

a whole, when including the projects in Census Tract Block Group 205.04.

Discussion

The City of Bentonville will allocate all funding not used for administrative expenses to projects and activities serving our low- and moderate-income residents.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Through the City's consultation and outreach process for PY2026, affordable housing was regularly identified as a top community need. There are many residents who are being pushed out of Bentonville by high housing and rental costs, which impacts persons across the low- moderate-income spectrum. The median housing price in Bentonville is between \$447,000 and \$517,500 by looking at recent sales and median listing prices. The need for affordable housing was discussed as being equally important to our very low-income residents, such as the homeless and at-risk population as well as moderate earners such as teachers, public servants and service industry workers.

The challenges faced by Bentonville are not unique in Northwest Arkansas but may be more distilled here than in other cities due to the quick rate of economic and population growth, which increases housing demand at a rapid rate. This rate of growth has decreased the number of houses available to low- and moderate-income households, driving housing prices for even modest homes to highly competitive figures. One challenge identified during the consultation period was that housing rehabilitation projects are more difficult to carry out as market forces incentivize lower income households to sell their properties rather than rehabilitate and remain in residence in their homes.

Solutions for the affordable housing need that can be addressed by CDBG funds include alleviating other costs for households through public services, such as childcare program support.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City recently completed the adoption of its Unified Development Code that included zoning reforms and incentives to provide an easier process for increasing units built. However, it is difficult to control the affordability of those built. The City will use Community Development Block Grant (CDBG) to support those agencies that help keep our low-income residents in structurally sound homes that are warm, safe, and dry.

For the needs of homeless persons, Bentonville is partnering with the NWA Continuum of Care which provides resources for housing access to persons and households without homes or in perilous housing circumstances, such as couch surfing. The restriction on CDBG public services limits the amount of financial support the City of Bentonville is able to offer the NWA Continuum of Care.

While no households will be supported directly to provide affordable housing, support will be offered through the City's public service programs to individuals.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing facilities or a public housing office in the city limits of Bentonville. The City does not have current plans of seeking public housing within the jurisdiction.

A Community Development Corporation (CDC) is located within Bentonville. The CDC focuses on the HOME program and focuses on senior housing within the area. The CDC was formed in 1991 by the Bentonville / Bella Vista Chamber of Commerce. The City and the CDC are two separate entities, although the City is supportive of the work done by the CDC and of its mission.

Actions planned during the next year to address the needs to public housing

Bentonville will support organizations serving the needs of the low- and moderate-income households within the city, including services such as childcare support, support for job training for the homeless to exit shelters into transitional housing and homelessness outreach to connect that population with needed resources.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Bentonville will perform community outreach educating residents on the importance of homeownership and the resources available to them, such as community programs that support home ownership such as the CDC located in Bentonville.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no PHA in Bentonville.

Discussion

While there is not a Public Housing Authority and the city does not currently plan on developing one, Bentonville will leverage CDBG funds to support the development of quality living environments and to connect residents to community resources that may benefit them.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bentonville continues its partnership with the Northwest Arkansas Continuum of Care to address the needs of the homeless. The NWA Continuum of Care includes a Board of Directors from multiple backgrounds from social workers to local developers all seeking to end homelessness and assist at-risk and unhoused persons in Northwest Arkansas. The NWA Continuum of Care conducted the last Point in Time count in January 2025. This count reported 563 people experiencing homelessness in Northwest Arkansas, reflecting an 11% increase from the prior year. The count included 277 who are unsheltered. This headcount provides specific information regarding the various services and programs, a listing of the number of beds available, and the number, reasons and costs involved in housing the homeless as well as placement of the homeless. Specific subpopulations targeted include individuals and families who are chronically homeless, individuals and families at risk of homelessness, veterans and their families, individuals and families who are experiencing domestic violence, individuals living with HIV/AIDS and unaccompanied youth 18 through 24 years old. Contributing factors to homelessness were identified as rising cost of housing, job loss and economic hardship, and vulnerabilities including chronic health and disabilities and a growing percentage of adults over 55.

There are several organizations in this area that serve families or persons who are homeless or at risk of becoming homeless, two of which include the Bentonville School District which collects numbers on students experiencing homelessness. The rate of homeless students is higher than the figures included in the Point in Time Count because it includes individuals who are at-risk, such as in hotels or couch surfing, rather than just those who are street or shelter based. The City consulted with the Bentonville School District while constructing the 2026 Annual Action Plan to learn what the most pressing issues facing this population were.

Another organization the City consulted was the Micah Initiative, which works with the local Salvation Army shelter to provide education and training services to Bentonville's homeless population. This work seeks to lift individuals from street and shelter-based housing into transitional and then full-time housing.

Currently, the Continuum of Care provides emergency shelters, transitional shelters and safe havens in Northwest Arkansas to meet the needs of our homeless. The Continuum of Care provides leadership, coordination, planning, and mobilization of resources to make homelessness rare, brief and nonrecurring in Northwest Arkansas. They will provide homelessness prevention and diversion, emergency, transitional and rapid rehousing, permanent supportive housing, case management, supportive services, and emergency response. The Continuum of Care has adopted a Coordinated Entry and Assessment-Based Housing Referral System that will maximize the housing resources by matching people to housing based on needs. They will continue to locate and engage individuals living on the streets and encourage them to accept services, treatment, and housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

One continuing program for the City's CDBG program is outreach to homeless persons, particularly unsheltered ones, and connecting them with resources and housing. This project is carried out in partnership with the NWA Continuum of Care as a subrecipient and acts as an on-the-ground effort to contact homeless persons and learn about their needs, collect information regarding their individual situation including causes of homelessness and potential health issues, and provide them with immediate supplies as well as long-term support resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is continued need for emergency shelter and transitional housing support within Bentonville. The City does not receive emergency shelter grants, but the importance of aid to persons who are either unhoused or are in at-risk housing situations is clear. One goal of the City's partnership with the NWA Continuum of Care is to more completely understand and address the needs of homeless persons in the City's community.

For the 2026 Annual Action Plan, the NWA Continuum of Care continues to be a main partner in addressing homelessness, including those in need of emergency shelter. As a main regional force to help unhoused persons, the NWA Continuum of Care has applied for CDBG funds for needs assessments.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Bentonville does not have the expertise or staff support to fully address the needs of the homeless, which is why through the CDBG program the City will partner with local organizations who have the resources and experience to best help those in need. One critical way the City could better support organizations is to have more access to public services funding beyond the 15% cap.

In addition to financially supporting the organizations directly meeting the needs of the homeless, the City has a commitment to remaining informed on current data and homelessness issues such as participating in the NWA Continuum of Care meetings, analyzing the Point in Time Count data, and engaging the Bentonville School District on their homelessness count for students and families who may not yet meet HUD's definition of homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is aware of how vital support structures are for at-risk individuals, particularly those discharged from service institutions or correctional facilities. Lacking a dedicated public service department for those needs, the City of Bentonville will continue to support the work of service organizations such as the Continuum of Care and the Micah Initiative that provide regional resource coordination and support for training and education. In the process of creating the 2026 Annual Action Plan and in carrying out the workplan laid out in the 2023-2027 Consolidated Plan, the City has remained supportive of its partner organizations and has tried to consider their needs while creating its yearly goals.

Discussion

The City has partnered with many organizations seeking to address homelessness or those in transitional housing.

Chief among those organizations is the NWA Continuum of Care, the primary agency for addressing the needs of homeless populations. The mission of the Continuum of Care is to coordinate resources to build a collaborative system that addresses core issues of homelessness and poverty. The NWA Continuum of Care is designed to help individuals (including unaccompanied youth) and connect them with services that such persons need to move into transitional and permanent housing, with the eventual goal of long-term stability. Broadly, the program is designed to help communities as a whole and plan strategically regarding the needs of homeless populations and improve coordination with local organizations and nearby communities so that the programs offered by the Continuum of Care can be specific to the unique situations faced by cities such as Bentonville.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing in Bentonville stem from a variety of sources, ranging from economic pressures driving low- moderate-income residents outside of city limits, lack of public investments in housing programs, lack of comprehensive public transportation systems connecting residents to job opportunities, focus on single family housing rather than multifamily units, the prevalence of housing utilized for investment rather than residency, and disparities in wealth between Bentonville's highest-earning populations and its lowest. Many of these barriers result from legislative policies, finance industry regulations and pre-existing socio-economic conditions of residents.

A particular barrier is the high rate of rental housing within Bentonville, with approximately 50% of the city's housing renter-occupied. Rent prices can be volatile, reducing housing security. According to RentCafe Market Analysis, the average rent for an apartment in Bentonville as of June 2, 2026, is \$1,320, up 2.44% compared to the previous year.

As an example, a market assessment by a private organization indicated that apartments priced at \$1,000 through \$1,500 make up the largest portion of the market at 49%, while those in the lowest price range of \$500 through \$700 are the lowest market share at 6%. According to this study, the average rent in Bentonville in 2025 was \$1,275 per month, which means for a household to not be rent burdened (paying more than 30% monthly income in rent) that household would need to make a minimum of \$49,116 per year. At that rate, only residents with at least a moderate income would be able to afford the average rental housing.

Homeownership also faces particular challenges associated with affordability. That market study indicated that in 2025, average home prices listed in Bentonville increased past \$500,000 and are over 196% more expensive than the average home cost in Arkansas as a whole. In evaluating the housing market, the CDBG Administrator noted that many houses listed for sale were listed at much higher prices than their last recorded sale, particularly smaller and older homes located in now-competitive areas.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In 2023 the City of Bentonville created a housing affordability workgroup to identify possible solutions to remediate barriers to affordable housing that were identified. The role of the housing work group was to conduct a review of housing needs, availability, and affordability in Bentonville by:

- a) Defining affordable housing, work force housing, and any distinctions between the two;
- b) Analyzing the cost, availability, and application requirements for affordable and work force housing, both existing and planned in the City; and
- c) Assessing the ways the City might have an effect on the availability, affordability, and application requirements of affordable and work force housing.

Since then, the City has made regulatory and procedural changes. On April 9, 2024, the City adopted an ordinance establishing regulations that allow for cottage court developments. These have smaller lot sizes and smaller homes which help to reduce costs and streamline the development review process. On April 8, 2025, the City approved an amendment to the municipal code allowing for building permits to be issued prior to final plat approval (allowing early-builds), reducing the time and expenses of development and increasing housing supply to lower market prices. The City also approved the Future Land Use Map on February 12, 2025. During the public engagement period for the Future Land Use Map, feedback revealed affordable housing as a high priority. The Future Land Use Map plan includes several new land use categories that allow for higher density and mixed uses which will help to increase the variety and amount of housing supply. This was followed up with the adoption of a new Unified Development Code on April 14, 2026, that created zoning districts that allowed more missing middle type housing, including 3-6 duplexes.

Discussion:

Much work remains to be done, but it is clear that the path to affordable housing will come from a collaboration between city government, community advocacy organizations, private partners and civic input.

AP-85 Other Actions – 91.220(k)

Introduction:

Using the identified priorities determined within the 2023-27 Consolidated Plan and the 2026 Annual Action Plan, strategies will be implemented to meet underserved needs, reduce the cost burden placed on low- moderate-income residents, and enhance coordination between public and private organizations dedicated to serving low- moderate-income residents. The City will partner with other city agencies, regional and state agencies, fair housing advocates, service providers, lender, funders, and investors as needs for the CDBG program and the Bentonville community become apparent.

Actions planned to address obstacles to meeting underserved needs

The largest obstacle to meeting underserved needs is the 15% cap on public services. Bentonville is an exception city, meaning that the distribution of its low- and moderate-income populations is not as concentrated as other municipalities. The high level of growth in Bentonville combined with high rates of housing turnover reduce the concentration of low- and moderate-income populations. This limits many traditional CDBG activities that rely on area-based efforts to benefit these populations, but Bentonville's growth does not mean that there is no community need for the CDBG program. Instead, the necessity of city-wide programs becomes more apparent than ever. Many such programs are already being carried out by community partners such as our subrecipients, and low- and moderate-income residents of Bentonville rely on those support systems.

The cap on public service spending reduces the efficacy of Bentonville's aid to low- and moderate-income persons and households, placing more burden on public service providers and increasing the cost burden on families attempting to access services.

Another obstacle is the shortage of renter-specific housing activities in the CDBG housing regulations. Though there are activities such as short term rental housing subsidies and activities directly benefiting renters are still limited in comparison to housing rehabilitation, housing modernization and home ownership projects. In a municipality that is 49% renter-occupied, traditional approaches to incentivize homeownership are less effective. The implementation of more renter-specific activities under the CDBG program as a whole would have a deeply positive impact on communities such as Bentonville.

To address these concerns, Bentonville will remain in communication with HUD providing program feedback, participating in national surveys such as the recent proposed rules change by HUD, and engage local public and private partners on what types of activities can be funded by CDBG so that program finances are most effectively utilized.

Actions planned to foster and maintain affordable housing

The City is taking action to foster new affordable rental and homeownership housing opportunities in Bentonville. The CDBG Administrator is working with the Planning Department and local public and private organizations to advocate for the development of affordable housing opportunities for the community through review process improvements. The city will continue to monitor the adopted Unified Development Code in bringing more and a greater variety of housing units to market.

Actions planned to reduce lead-based paint hazards

The City of Bentonville does not currently have its own housing rehabilitation program. We will work with our local organizations to ensure that any rehabilitation projects they pursue meet the State and Federal requirements, making houses lead safe.

Actions planned to reduce the number of poverty-level families

Addressing the number of poverty-level families means a priority must be made to engage with low-moderate-income persons, including traditionally underserved communities such as immigrants, the elderly and those with disabilities.

Through the City's focus on public services, particularly those involving childcare, Bentonville will reduce the cost-burden families in poverty and ensure that parents can remain in the workforce. Childcare is one of the top rising costs nationally, and that is reflected in Bentonville as well. Providing support to public services conducting childcare aid means that costs are offset, and families do not have to make the choice between their children's safety and the potential of a lost income. Another area that Bentonville provides support through public services in the 2026 Annual Action Plan is its support for education and training opportunities for LMI and homeless individuals, providing them with a path out of poverty and economic improvement to become more stable in their living situations and personal circumstances.

Actions planned to develop institutional structure

The City of Bentonville is the lead administrative agency for the CDBG Program. The Mayor, Finance Department, and CDBG Administrator provide fiscal and regulatory oversight of all CDBG funding sources and their federal grant. The Administrator is responsible for seeing that all reports are submitted timely. These reports include HUD 272, Federal Cash Transaction Report, HUD2516 and 2516, Contract and Subcontract Activity, HUD 471, the Semi-Annual Labor Standards Enforcement Report, and Section 3, Summary Report. The Section 3 is submitted with the Consolidated Annual Performance Review (CAPER) each year. The City of Bentonville also acts as the final authority for the appropriation of funds for Annual Action Plan activities following recommendations to the Bentonville City Council. Within each of the funding areas where the City is partnered with a nonprofit agency, all activities will be completed and managed with those agencies involved.

Actions planned to enhance coordination between public and private housing and social service agencies

A variety of public and private agencies collaborated with while developing the City's 2026 Annual Action Plan. This involved speaking with organizations that had initially participated in the construction of the Consolidated Plan as well as seeking out new partnership opportunities. The Mayor's Connecting Community Needs to Resources takes place each year and serves as a place for area service providers to identify needs and encourages collaboration among the various providers and the city. Internally, City Department Heads, the City Council, Planning Department staff and the Mayor each have the opportunity to comment on the development of the Annual Action Plan during the approval and funding process. The importance of collaboration is clear: with limited resources to fully address the priorities that were identified in the consultation process, the City must strengthen and utilize different agencies

to best serve residents in need. These partnerships will be part of a continual engagement process throughout the program year and for all the years to come. The goals for each year are built upon the framework of the years before it.

Discussion:

The City of Bentonville has many needs facing its low- and moderate-income residents, from needed public services to affordable housing and childcare. The best route to serving these communities is to remain in close contact with residents and with public and private organizations dedicated to serving them. Given the limited City resources, partnerships are a core component of a successful CDBG program. Not only with subrecipients, but with a range of organizations that share a dedication to serving low- moderate-income families.

The City must also advocate federally with HUD for policy changes that account for a community that has a high percentage of renters and with such disparate low- and moderate-income populations. In an exception city such as Bentonville, the needs of lower income individuals are not lessened by their geographic distribution, if anything their needs are heightened by the disparity within the community. Bentonville must continue to advocate for whole-city solutions that can raise persons and households out of poverty and provide real opportunities for economic growth.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Bentonville generates no program income, nor has any section 108 loans. There are also no urgent needs identified within Bentonville.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	99.99%

The estimated percentage of CDBG funds that will benefit LMI persons was determined by the amount of funding going toward all non-administrative projects.

For calculating the period of Overall Benefit, the three program years that will be considered are program years 2024, 2025 and 2026. The reason for selecting these years is that it provides time for the program to be initiated following the city's Substantial Amendment in the spring of 2025 and will more accurately reflect the benefit of the CDBG program over time.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2026 ANNUAL ACTION PLAN FOR
PARTICIPATION IN THE HUD COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER
AGREEMENTS WITH SELECTED SUBRECIPIENTS; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville will be seeking participation as an entitlement community in the Community Development Block Grant Program in Program Year 2026;

WHEREAS, an adopted 2026 Annual Action Plan is required for participation in the CDBG Program and;

WHEREAS, the Council approved the 2023-2027 Consolidated Plan requiring the submission of Annual Action Plans.

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

Section 1: That the 2026 Annual Action Plan, attached as Exhibit “A”, is herein established by the City Council and is hereby adopted by reference as though it were copied herein fully in compliance for participation in the Community Development Block Grant (CDBG) Program;

Section 2: That the Mayor and City Clerk be and are hereby authorized to enter into agreements with subrecipients as set forth in the 2026 Annual Action Plan;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

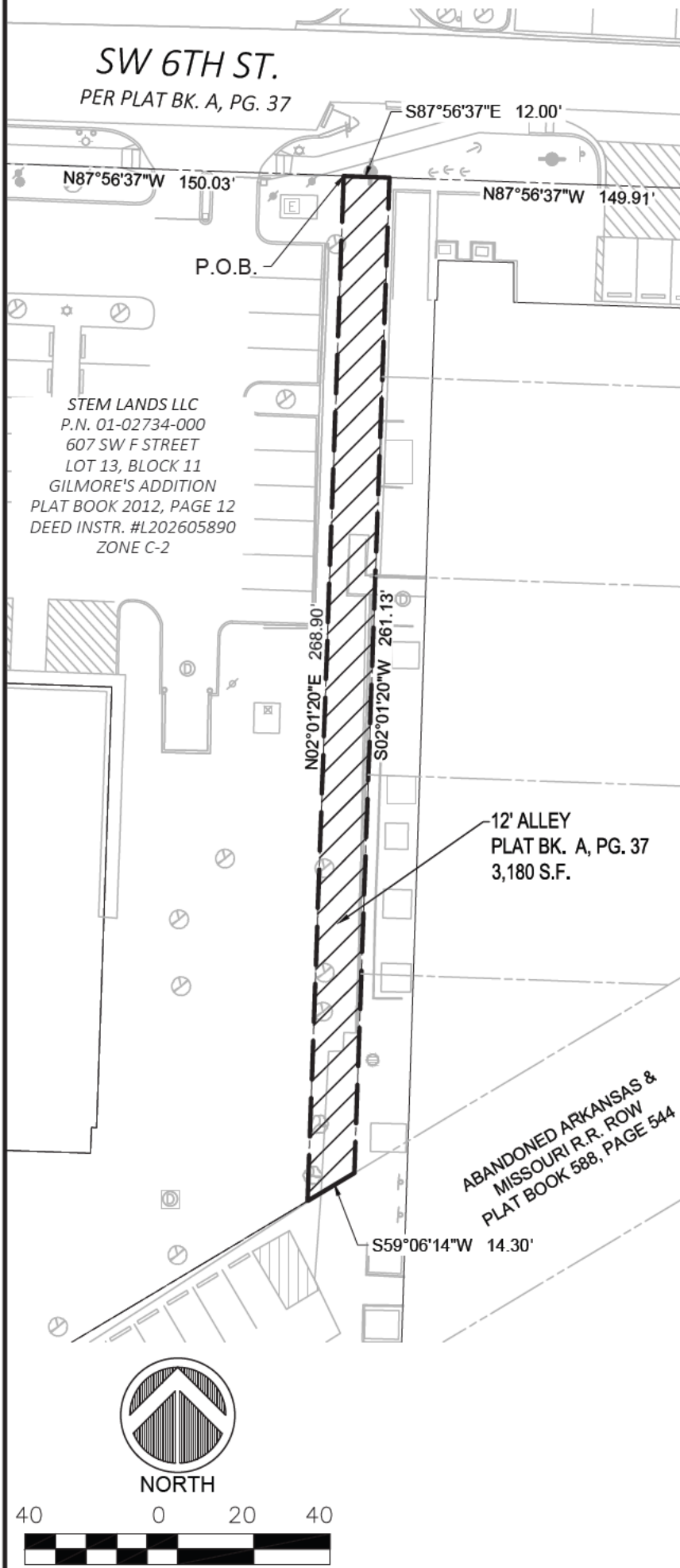
Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

EXHIBIT



A PORTION OF A 12 FOOT ALLEY, LYING IN BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET; THENCE S87°56'37"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OF SOUTHWEST 6TH STREET, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25; THENCE S02°01'20"W ALONG THE WESTERLY LINE OF LOTS 2, 4, 6, 8, & 10, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25, A DISTANCE OF 261.13 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE N02°01'20"E ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 268.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,180 SQUARE FEET MORE OR LESS



ORDINANCE NO _____

**AN ORDINANCE VACATING ALLEY RIGHT OF WAY LOCATED AT LOT 13,
BLOCK 11 OF GILMORE'S ADDITION OF BENTONVILLE SUBDIVISION OF THE
CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-
0035).**

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by STEM Lands, LLC asking the City Council to vacate alley right of way located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly described as follows:

A PORTION OF A 12 FOOT ALLEY, LYING IN BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET; THENCE S87°56'37"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OF SOUTHWEST 6TH STREET, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25; THENCE S02°01'20"W ALONG THE WESTERLY LINE OF LOTS 2, 4, 6, 8, & 10, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25, A DISTANCE OF 261.13 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE N02°01'20"E ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 268.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,180 SQUARE FEET MORE OR LESS

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

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

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

A PORTION OF A 12 FOOT ALLEY, LYING IN BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, ALSO BEING THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 6TH STREET; THENCE S87°56'37"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID OF SOUTHWEST 6TH STREET, A DISTANCE OF 12.00 FEET TO THE NORTHWESTERLY CORNER OF LOT 2, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25; THENCE S02°01'20"W ALONG THE WESTERLY LINE OF LOTS 2, 4, 6, 8, & 10, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 4, PAGE 25, A DISTANCE OF 261.13 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 14.30 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13; THENCE N02°01'20"E ALONG THE EASTERLY LINE OF SAID LOT 13, A DISTANCE OF 268.90 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 3,180 SQUARE FEET MORE OR LESS

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

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

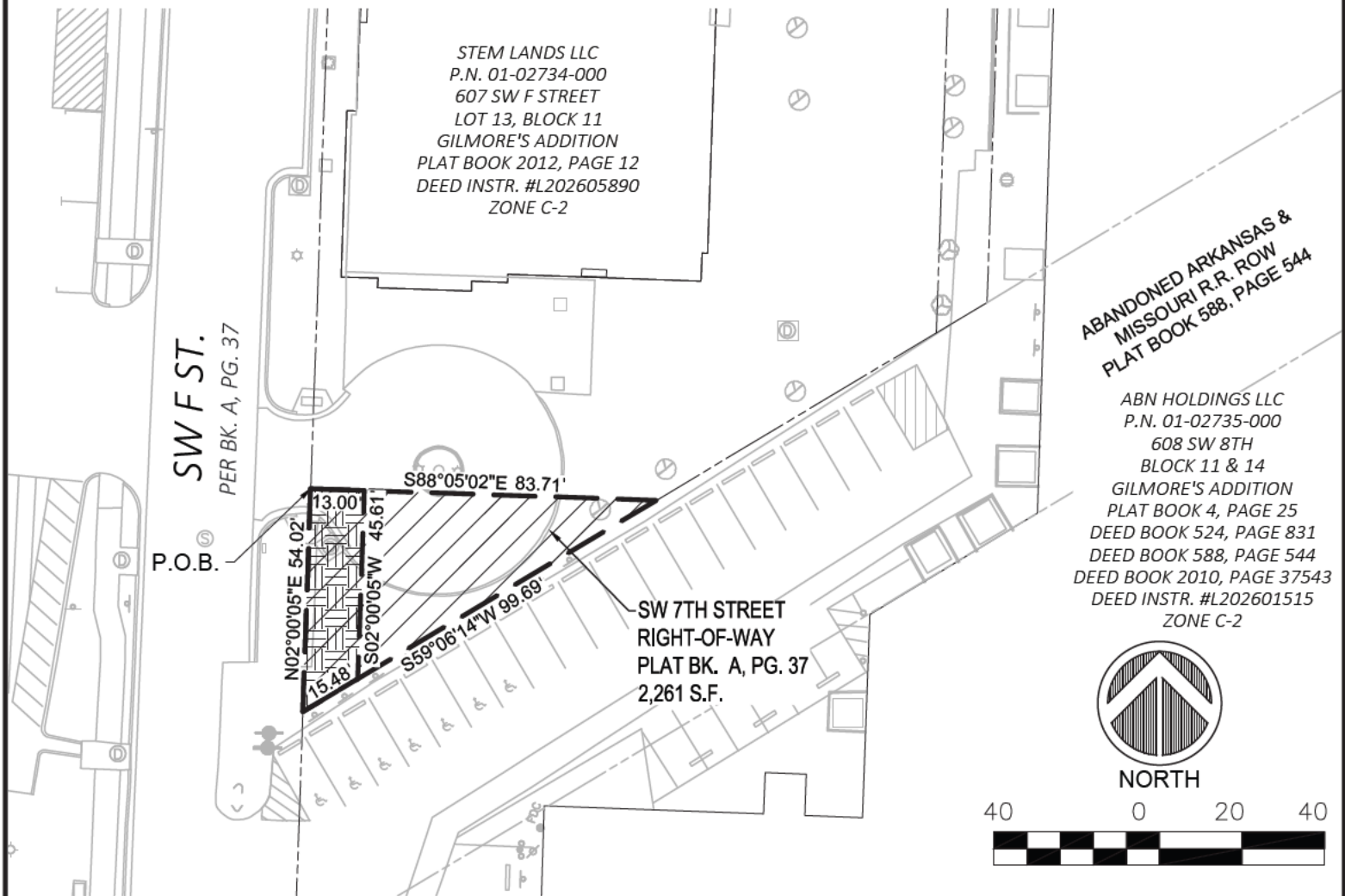
Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

EXHIBIT



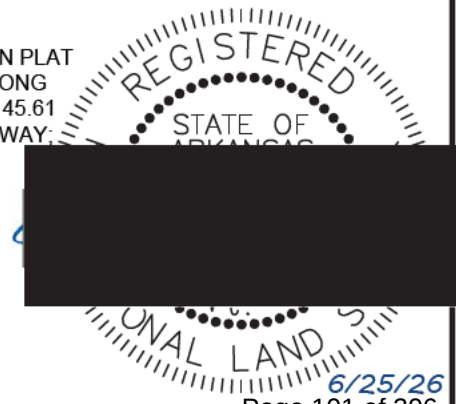
SOUTHWEST 7TH STREET RIGHT-OF-WAY:

A PORTION OF SOUTHWEST 7TH STREET, LYING BETWEEN BLOCK 11 AND BLOCK 14 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE S88°05'02"E ALONG THE SOUTH LINE OF SAID BLOCK 11, A DISTANCE OF 83.71 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 99.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST F STREET; THENCE N02°00'05"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST F STREET, A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING, CONTAINING A TOTAL OF 2,261 SQUARE FEET MORE OR LESS.

13' DRAINAGE EASEMENT:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE S88°05'02"E ALONG THE SOUTH LINE OF SAID BLOCK 11, A DISTANCE OF 13.00 FEET; THENCE S02°00'05"W, A DISTANCE OF 45.61 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 15.48 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST F STREET; THENCE N02°00'05"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST F STREET, A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING, CONTAINING A TOTAL OF 648 SQUARE FEET MORE OR LESS.



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 STEM Lands, LLC requesting street right of way vacation (VAC26-0034) within the City of Bentonville, Arkansas be vacated, which said right of way easement is described as follows:

SOUTHWEST 7TH STREET RIGHT-OF-WAY:

A PORTION OF SOUTHWEST 7TH STREET, LYING BETWEEN BLOCK 11 AND BLOCK 14 OF GILMORE'S ADDITION, RECORDED IN PLAT RECORD "A", PAGE 37, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK 11 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 2012, AT PAGE 12, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; THENCE S88°05'02"E ALONG THE SOUTH LINE OF SAID BLOCK 11, A DISTANCE OF 83.71 FEET TO THE NORTHWESTERLY LINE OF THE ABANDONED ARKANSAS MISSOURI RAILROAD RIGHT-OF-WAY; THENCE S59°06'14"W ALONG SAID ABANDONED RAILROAD RIGHT-OF-WAY LINE, A DISTANCE OF 99.69 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST F STREET; THENCE N02°00'05"E ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST F STREET, A DISTANCE OF 54.02 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2,261 SQUARE FEET MORE OR LESS

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described right of way easement is set for a hearing August 11, 2026, at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted?	YES	NO	ITEM HAS NO COST	OTHER:
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Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

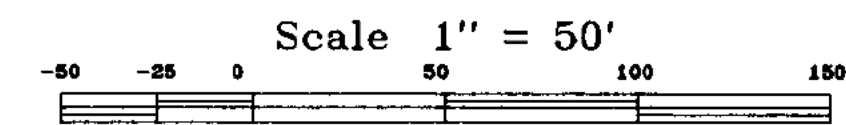
Other(s):

Budget Impact Notes for Consideration (Optional):

A-15-292

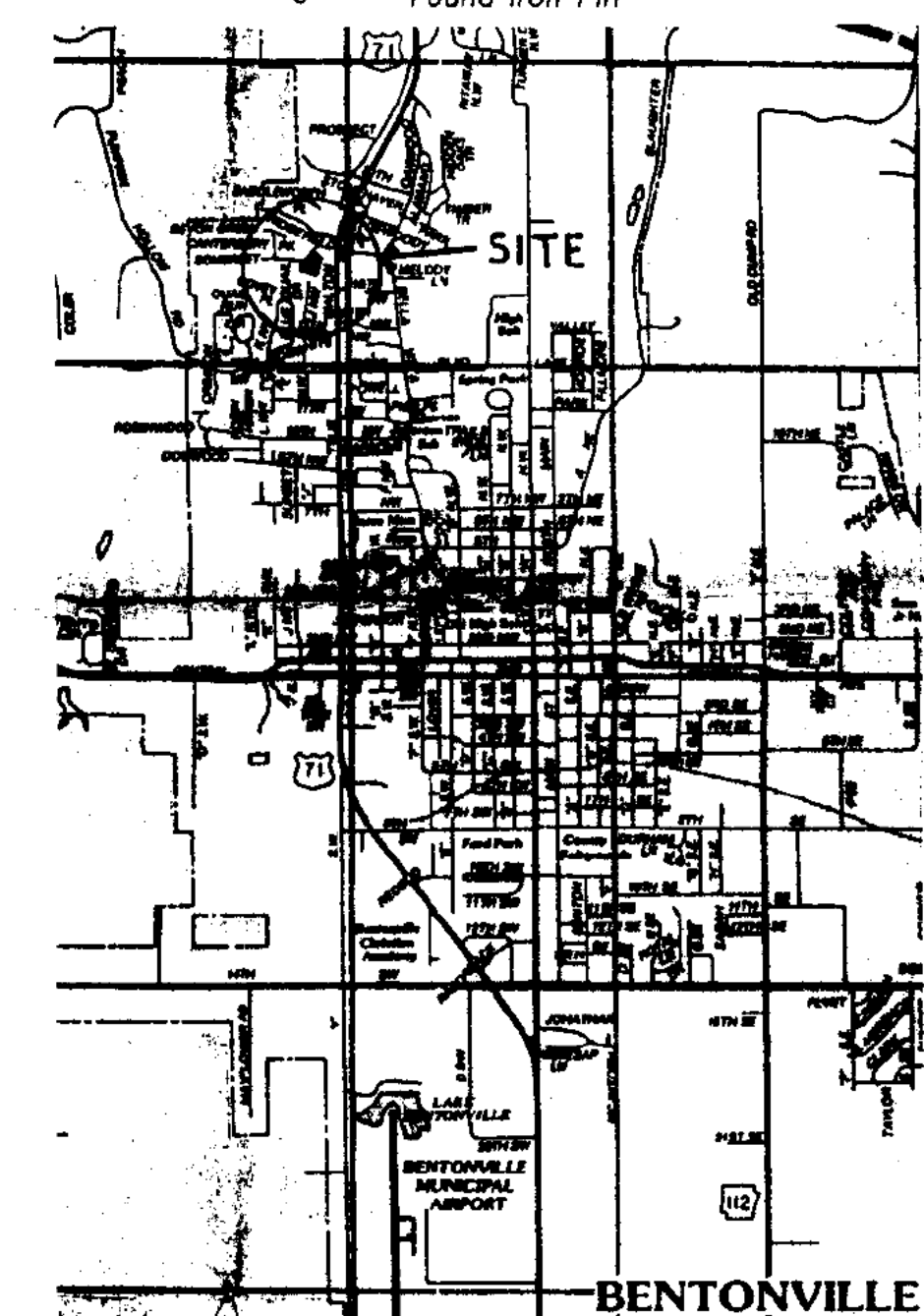
BEARINGS BASED ON RECORD SUBDIVISION
PLAT OF HANOVER SUBDIVISION

FILED FOR RECORD
At 2:15 O'clock A.M
NOV 28 1990
SUE HODGES
Clerk and Recorder
BENTON COUNTY, ARK.



LEGEND

Set Iron Pin
Found Iron Pin



VICINITY MAP
n.t.s.

LEGAL DESCRIPTION

LOTS 50A AND 5A OF PHASE I HANOVER
SUBDIVISION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS.

Replat Of Lots 50 And 5, Phase I,
Hanover Subdivision To The City
Of Bentonville, Arkansas

CEI ENGINEERING ASSOCIATES, INC.
110 W. CENTRAL AVE. (501) 273-9472
BENTONVILLE, ARKANSAS 72712

DRAWN BY: LMG	DATE: November 14, 1990
CHECKED BY: JWC/REH	FILE NO: 3337

SCALE: 1" = 50'

Hanover Subdivision, Phase I
Bentonville, Arkansas

SHEET
NO.
1 of 1

OWNER'S CERTIFICATION AND DEDICATION:

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE SOLE OWNERS
OF LOTS 50 AND 5, PHASE I, HANOVER SUBDIVISION TO THE CITY OF
BENTONVILLE, AS RECORDED IN PLAT BOOK 11, PAGE 236 AND DO HEREBY
DEDICATE ALL STREETS AND EASEMENTS FOR USE BY THE GENERAL PUBLIC
AND FOR THE INSTALLATION OF UTILITIES.

[Signature] 11/15/90
DATE

SUBSCRIBED AND SWORN BEFORE ME, THIS 15th DAY OF Nov., 1990

[Signature] COMMISSION EXPIRES 9-1-93

DARLA SIMPSON, CORP. VICE PRESIDENT DATE 11/15/90

SUBSCRIBED AND SWORN BEFORE ME, THIS 15th DAY OF Nov., 1990

[Signature] COMMISSION EXPIRES 9-1-93

[Signature] 11/15/90

SUBSCRIBED AND SWORN BEFORE ME, THIS 15th DAY OF Nov., 1990

[Signature] COMMISSION EXPIRES 9-1-93

PLANNING COMMISSION ACCEPTANCE
[Signature] Nov., 1990

CHAIRMAN

CITY COUNCIL ACCEPTANCE:
THIS PLAT IS ACCEPTED THIS 27th DAY OF Nov., 1990

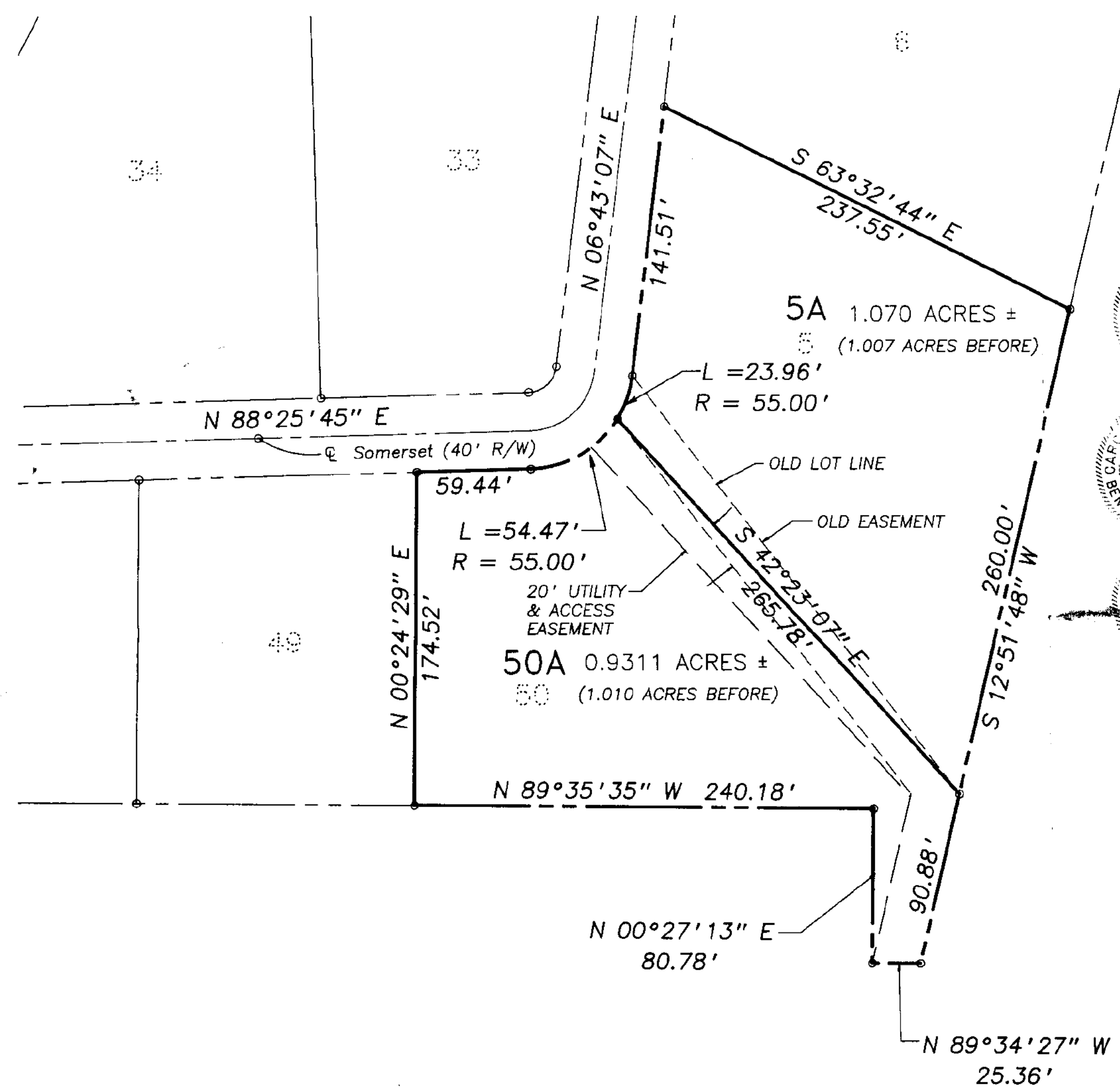
[Signature]

CITY CLERK

SURVEYOR'S DECLARATION:

I HEREBY DECLARE THAT I HAVE THIS DAY COMPLETED A SURVEY OF
THE ABOVE DESCRIBED PROPERTY. THE PROPERTY LINES AND CORNER
MONUMENTS ARE, TO THE BEST OF MY KNOWLEDGE AND ABILITY,

[Signature] 11-14-90
DATE



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 Michael Kauppert requesting an access easement vacation (VAC26-0036) within the City of Bentonville, Arkansas be vacated, which said access easement is described as follows:

A tract of land located between lots 50a and 5a of Phase 1 Hanover Subdivision of the City of Bentonville recorded Replat record November 29, 1990, at File No. 3337, and thereon labeled 20' Utility & Access Easement, to be hereby redesignated as **20' Utility Easement**.

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 August 11, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

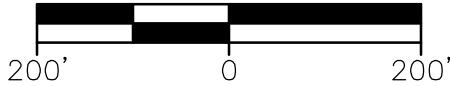
City Hall

305 SW A Street Bentonville, AR 72712



EASEMENT EXHIBIT B

GRAPHIC SCALE IN FEET



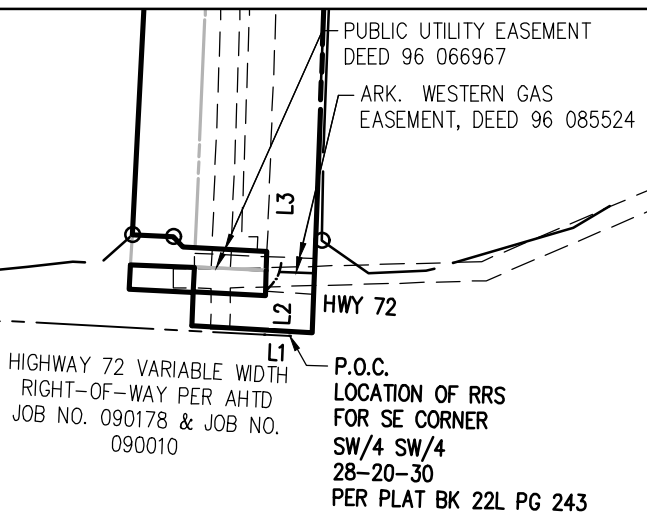
PARCEL LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N87° 04' 36"W	26.88'
L2	N2° 06' 34"E	44.76'
L3	N2° 06' 34"E	1829.34'
L4	N87° 53' 26"W	156.56'
L5	S51° 27' 09"E	6.51'
L6	S6° 42' 02"E	349.35'
L7	S3° 23' 00"E	250.38'
L8	S5° 33' 55"W	131.52'
L9	N3° 03' 21"W	80.14'
L10	N3° 23' 00"W	299.58'
L11	N6° 42' 02"W	340.53'
L12	N51° 27' 09"W	25.37'
L13	S87° 53' 26"E	33.67'

AREA OF EXISTING 20' SEWER EASEMENT PER DEED BOOK 626 PAGE 351, TO BE VACATED 13,507± SQUARE FEET OR 0.31± ACRES

CITY OF BENTONVILLE
PARCEL NO. 01-05263-000
REMNANT OF
DEED 93 49245

MATCH LINE



NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

P.O.B.
VACATION OF
SEWER EASEMENT

NE MEMORIAL PARK SQ.

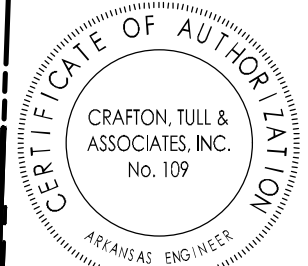
STREET RESERVATION
PER BAKER'S PARK
ADDITION, PLAT BOOK
A15 PAGE 235

ACCESS & UTILITY
EASEMENT DEED
93 49245

20' SEWER
EASEMENT, DEED
BK 626 PG 351

GENERAL UTILITY EASEMENT
DOC. NO. L202610994

ACCESS & UTILITY
EASEMENT DEED 93 49245



MATCH LINE

PROJECT NO.:

22113001

DRAWN BY:

M. MEADOR

DATE:

05/08/2026

SHEET:

1 OF 1

CHECKED:

M. MEADOR

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



Crafton Tull

479.636.4838 t
www.craftontull.com

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 City of Bentonville requesting a utility easement vacation (VAC26-0039) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

VACATING A PORTION OF AN EXISTING 20-FOOT WIDE SEWER EASEMENT ACCORDING TO DEED BOOK 626 PAGE 351 IN THE RECORDS OF BENTON COUNTY, ARKANSAS AND BEING A PART OF THE SOUTHWEST QUARTER (SW/4) OF THE SW/4 OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 30 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SW/4 OF THE SW/4; THENCE NORTH 87°04'36" WEST ALONG THE SOUTH LINE OF SAID SW/4 OF THE SW/4, A DISTANCE OF 26.88 FEET; THENCE LEAVING SAID SOUTH LINE NORTH 02°06'34" EAST, A DISTANCE OF 44.76 FEET TO THE SOUTHWEST CORNER OF AN EXISTING ACCESS AND UTILITY EASEMENT PER FILE NO. 93 49245; THENCE CONTINUE NORTH 02°06'34" EAST, A DISTANCE OF 1829.34 FEET; THENCE LEAVING SAID WEST BOUNDARY NORTH 87°53'26" WEST, A DISTANCE OF 156.56 FEET TO THE POINT OF BEGINNING AT THE EAST BOUNDARY OF SAID 20-FOOT WIDE SEWER EASEMENT; THENCE ALONG SAID EAST BOUNDARY THE FOLLOWING THREE (3) CALLS:

- 1) SOUTH 51°27'09" EAST, A DISTANCE OF 6.51 FEET;
- 2) SOUTH 06°42'02" EAST, A DISTANCE OF 349.35 FEET;
- 3) SOUTH 03°23'00" EAST, A DISTANCE OF 250.38 FEET;

THENCE LEAVING SAID EAST BOUNDARY SOUTH 05°33'55" WEST CROSSING SAID EASEMENT, A DISTANCE OF 131.52 FEET TO THE WEST BOUNDARY OF SAID 20-FOOT WIDE SEWER EASEMENT; THENCE ALONG SAID WEST BOUNDARY THE FOLLOWING FOUR (4) CALLS:

- 1) NORTH 03°03'21" WEST, A DISTANCE OF 80.14 FEET;
- 2) NORTH 03°23'00" WEST, A DISTANCE OF 299.58 FEET;
- 3) NORTH 06°42'02" WEST, A DISTANCE OF 340.53 FEET;
- 4) NORTH 51°27'09" WEST, A DISTANCE OF 25.37 FEET;

THENCE LEAVING SAID WEST BOUNDARY SOUTH 87°53'26" EAST CROSSING SAID EASEMENT, A DISTANCE OF 33.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,677 SQUARE FEET OR 0.38 ACRES MORE OR LESS. SUBJECT TO RIGHTS-OF-WAY, EASEMENTS, RIGHTS AND RESTRICTIONS OF RECORD OR FACT.

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 August 11, 2026 at 6:00 p.m. in the City Council Chambers of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

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

Malorie Marrs, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: July 16, 2026
Re: Council Approval of a final reconciliation change order to Flintco for the completed construction of the Bentonville Adult Recreation Center.

Parks and Recreation staff request City Council approval of a change order to Flintco in the amount of \$168,074 for additional scope associated with the Bentonville Adult Recreation Center (ARC) project.

During construction, an opportunity arose to add two pickleball courts within the park space south of the facility. Completing the courts as part of the active construction project provided the most cost-effective approach, and grant funding was available to support the work. Because of savings through other parts of the project, Flintco was initially able to accommodate the courts within the overall project budget. However, as construction progressed, subsequent facility additions and unforeseen construction conditions caused the project to exceed the Guaranteed Maximum Price.

The full amount of the change order is funded through the grant from the Town Branch Foundation. There is no additional cost to the City. Approval of this change order will allow our team to complete the remaining financial obligations and close out the ARC project.

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

Attachments:
Flintco AIA Change Order

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Flintco - SPD - City of Bentonville Adult Wellness Building Bentonville, AR	CONTRACT INFORMATION: Contract For: General Construction Date: November 02, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: July 8, 2026
OWNER: <i>(Name and address)</i> City of Bentonville, Arkansas 305 SW A Street Bentonville, AR 72712	ARCHITECT: <i>(Name and address)</i> Hight Jackson Associates PA 5201 W. Village Parkway, Suite 300 Rogers, AR 72758	CONTRACTOR: <i>(Name and address)</i> Flintco, LLC 184 East Fantinel Blvd Springdale, AR 72764

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional Funds for the construction of two exterior picklball courts and associated work.

The original Guaranteed Maximum Price was

\$ 22,049,119.00

The net change by previously authorized Change Orders

\$ 0.00

The Guaranteed Maximum Price prior to this Change Order was

\$ 22,049,119.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

\$ 168,074.00

The new Guaranteed Maximum Price including this Change Order will be

\$ 22,217,193.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Hight Jackson

ARCHITECT *(Firm name)*

Flintco, LLC

CONTRACTOR *(Firm name)*

City of Bentonville

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO CHANGE ORDER #1 WITH FLINTCO, LLC, FOR ADDED SCOPE TO THE ADULT RECREATION CENTER, IN THE AMOUNT OF ONE HUNDRED SIXTY-EIGHT THOUSAND SEVENTY-FOUR DOLLARS (\$168,074.00); AND FOR OTHER PURPOSES.

WHEREAS, this change order is necessary for added scope and additions to the Bentonville Adult Recreation Center;

WHEREAS, this change order is funded through the original grant from the Town Branch Foundation; and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into change order #1 with Flintco, LLC, in the amount of one hundred sixty-eight thousand seventy-four dollars (168,074.00), for additional scope at the Adult Recreation Center;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation, Director
From: Greg Hughes, Parks and Recreation, Recreation Services Manager
Date: 7/15/2026
Re: 2027 Half Marathon Fees

An ordinance establishing 2027 Run Bentonville Half Marathon fees for Bentonville Parks and Recreation.

Parks and Recreation is seeking City Council's approval of an ordinance to establish fees for the 2027 Run Bentonville Half Marathon. The 2027 half marathon, relay and 5K race will occur on Saturday, April 3rd of 2027. Registration for the event opens on August 28th, 2026.

The attached 2027 Run Bentonville Half Marathon Fee Schedule was reviewed and approved by the Parks and Recreation Advisory Board at the July 6, 2026 meeting.

Traditionally, Parks and Recreation brings all fees to City Council around the time of budget approval. However, once the 2026 event concluded and was evaluated by our staff and advisory board, it was determined our price point was lower than the regional average and should be increased by \$10.

If you have questions concerning this item, please email me at gregory.hughes@bentonville.ar.gov or call 479.696.0204.

Attachments:

2027 Run Bentonville Half Marathon Fee Schedule

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING FEES FOR THE BENTONVILLE HALF MARATHON; AND FOR OTHER PURPOSES.

WHEREAS, minor adjustments to the existing fees are needed, as shown in the attached Exhibit “A”, to stay in line with the regional average;

WHEREAS, the Parks and Recreation Advisory Board approved these fees at its July 6, 2026 meeting; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The 2027 Run Bentonville Half Marathon fees, should be and the same are hereby established as shown in the attached Exhibit “A”;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk

Exhibit A

2027 Run Bentonville Half Marathon Fee Schedule

Run Bentonville Half Marathon Fees	2026 Fees	2027 Fees
Half Marathon	\$85/\$105/\$120	\$95/\$115/\$135
Half Marathon Training Program	\$250	\$250
Half Marathon 5K	\$35/\$40/\$45	\$45/\$55
Half Marathon Relay	\$60/\$70/\$85	\$70/\$80/\$95



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CONTRACT AMENDMENT #2 WALTON AND CENTRAL INTERSECTION (MUNIS# 21ST0017, PIIP22-0021)

Date: July 13, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 15, 2021 between City of Bentonville, Arkansas ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"): Walton and Central Intersection (MUNIS# 21ST0017, PIIP22-0021).

INTRODUCTION

Contract Amendment #1 was executed June 20, 2022 for electric utility relocation design services. Afterwards, additional out-of-scope work related to utility coordination was conducted at the City's request. The initial bid opening for this project was held on January 18, 2024. No bids were received at the time. Since then, more out-of-scope work related to utility coordination was conducted at the City's request and the project was re-bid in August 2025. Three bids were received, all substantially higher than the engineer's estimate resulting in rejection of all bids.

The scope of services reflects the additional work since the last contract amendment, updated labor rates and expenses, and anticipated contract working days for construction support activities.

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Project Management - \$4,294

The original contract amount was for project management services totaled \$19,712. The total amount for this service, including the additional services described below, is \$24,006.

This amendment also accounts for project management activities necessitated by the project's two-year suspension, including additional coordination efforts and meetings required to revise and realign bidding plans.

Utility Coordination - \$36,372

The original contract amount was for utility coordination services totaled \$11,978, including expenses. The total amount for this service, including the additional services described below, is \$48,350.

Subsurface utility engineering work that includes the pothole or daylight of 12 additional locations. The additional locations include the traffic signal poles (4), pedestal poles (6), and electric transmission poles (2). The additional work also includes coordination, survey, and updated project drawings.

Additional subsurface utility engineering work that includes the pothole or daylight of 10 additional locations. The additional locations include the traffic signal poles (4) and pedestal poles (6). The additional work also includes coordination, survey, and updated project drawings.

In addition to subcontractor potholing expenses, this amendment also includes costs associated with our coordination efforts, survey activities, and the updating of project drawings.

Final Design - \$5,400

The original contract amount was for final design services totaled \$66,146. The total amount for this service, including the additional services described below, is \$71,546.

With the project resuming following a two-year pause, the project was reinitiated, requiring renewed coordination and updates to reflect current standards and stakeholder needs. As the design resumed, adjustments became necessary to align with revised guidance, address new requests, and ensure continuity. Additional project efforts ranged from signal timing development, revised storm regulations and design revisions to enhanced safety evaluations and utility coordination.

Bidding - \$7,743

The original contract amount was for bidding services totaled \$5,756. The total amount for this service, including the additional services described below, is \$13,499.

Following the initial bidding phase, which resulted in no submitted bids, the bid book and specifications required a comprehensive review and revision to improve clarity, address potential barriers, and better align with current market conditions. This effort included updating technical content, refining scope details, and coordinating with stakeholders to ensure the revised package supports a successful rebid.

Construction Phase Services - \$144,446

The original contract amount was for construction phase services totaled \$144,760, including expenses. This amount assumed observation and testing services for 180 days using rate and expenses established in 2021. The proposed services are now assumed for 225 days using current rate and expense schedules. The total amount for this service is \$289,206. This total includes construction and materials testing, as-built surveys, construction staking, and record drawings and certification according to the original scope of work.

Additional Bid Phase Services - \$25,000

INTRODUCTION

The City of Bentonville has requested that Olsson provide full bid-phase services for the current bid effort in 2026 as detailed in the following Scope of Services.

SCOPE OF SERVICES

CITY and ENGINEER hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Bidding and Award Phase Services (2026)

Bidding and Award Phase Services – The ENGINEER will assist the CITY during the bidding and CONTRACTOR selection process including:

- Prepare and package the final bid documents, including Plans and Specifications prepared under the original Agreement, and prepare/incorporate Procurement and Contracting Requirements (including EJCDC standard and city-modified “front-end” documents) in the Specifications. ENGINEER will modify city-provided documents as appropriate to input project-specific information.
- Coordinate Advertisement for Bids, including preparation of advertisement and transmittal to newspaper. Cost for advertisement will be a reimbursable expense.
- In addition to coordination of the advertisement, send the Advertisement for Bids to contractors for which Olsson is familiar with from past similar projects.
- Conduct Non-Mandatory Pre-Bid Conference at Olsson's Fayetteville office, including preparation of agenda, presiding at meeting, and preparation of meeting minutes. Meeting minutes will be provided in the first addendum.
- Prepare and utilize Smartsheet dashboard for coordination with bidders. The Smartsheet dashboard will be used for registration of bidders for tracking purposes, and the dashboard will serve as an access point for dissemination of bid documents and addenda, as well as any other appropriate information.
- Receive and respond appropriately to questions from bidders.
- Prepare addenda, including but not limited to answers to questions from bidders.
- Conduct Bid Opening at Olsson's Fayetteville office, including presiding at meeting, opening and reading bids aloud, and making appropriate announcements.
- Review submitted bids for completeness and responsiveness.
- Prepare bid tabulation and evaluate bids.
- Provide recommendation of award to CITY within three business days.

DELIVERABLES:

- Bid-ready contract documents, including but not limited to EJCDC standard and city-modified Procurement and Contracting Requirements ("Front-End Documents.") See Attachment A for a list of documents.
- Addenda
- Bid tabulation
- Recommendation of Award Letter
- Notice of Award

EXCLUSIONS

- Any services not specifically detailed in the scope

COMPENSATION

Time and Materials Not to Exceed

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$223,255.**

Original Contract: \$568,137.62
Amendment 1: \$85,000.00
Proposed Amendment 2: \$223,255.00
Total: \$876,392.62

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

OLSSON, INC.

By _____
Jonathan Peitz, PE (Group Leader)

By _____
Andrew Brewer, PE (Vice President)

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

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated _____

Attachment A

List of Typical Bid Documents

Procurement and Contracting Requirements (Front-End Documents)

EJCDC Standard Number	Document
	Project Title Page
	Seals and Signatures
	Advertisement for Bid
C200	Instructions to Bidders
C410	Bid Form
	Non-Collusion Affidavit
C435	Bid Bond (Damages Form)
C451	Qualifications Statement
C510	Notice of Award Form
C520	Agreement between Owner and Contractor
C550	Notice to Proceed
C610	Performance Bond
C612	Warranty Bond
C615	Payment Bond
C620	Application for Payment
C625	Certificate of Substantial Completion
C626	Notice of Acceptability
C700	General Conditions
C800	Supplementary Conditions

Technical Specifications Reference

Special Provisions

Contingency Allowance
Testing Services
Others as Appropriate

Plans (Separate Document)



2026 Olsson Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$156.00 - \$486.00
Project Manager	\$136.00 - \$294.00
Project Professional	\$101.00 - \$258.00
Assistant Professional	\$76.00 - \$187.00
Designer	\$109.00 - \$238.00
CAD Operator	\$66.00 - \$232.00
Survey	\$61.00 - \$230.00 *
Construction Services	\$56.00 - \$305.00 *
Administrative/Clerical	\$51.00 - \$266.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



2026 Construction Services Unit Rate Schedule

Construction Observation/Administration

Construction Administration/Management Services

Assistant Construction Observer	Hourly	\$115.00
Associate Construction Observer	Hourly	\$135.00
Senior Construction Observer	Hourly	\$165.00
CA Project Manager / Senior Engineer.....	Hourly	\$225.00
Senior Team Leader/Principal Engineer	Hourly	\$275.00
Administrative Assistant	Hourly	\$85.00

Miscellaneous Services & Equipment

Equipment

Trimble DA2 GPS.....	Daily	\$45.00
Mobile Hotspot or Signal booster	Monthly	\$85.00
Air Monitors.....	Daily	\$45.00
Nuclear Density Gauge*.....	Daily	\$65.00
Standard Safety Equipment**	Daily	\$85.00
Standard Concrete Test Equipment***	Daily	\$45.00
Dynamic Cone Penetrometer	Daily	\$100.00
Video Inspection Robot****	Daily	\$650.00
Mobile Office/Lab (utilities provided by others)	Monthly	\$975.00

Travel

Mileage (Portal to Portal).....	Trip Charge	Varies
Rental Vehicles (monthly charge and fuel)	Cost + 10%	
Per Diem	Daily	GSA Rate

Additional Notes

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.
2. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
3. Subcontracted services and expenses will be invoiced at our cost plus 10%
4. *Nuclear Density gauge will be charged if transported to or assigned to site.
5. **Safety equipment beyond standard PPE (safety footwear, hi-vis vest, hardhat, and safety glasses).
6. ***Standard Concrete Equipment includes – Slump cone, Type B airmer, thermometer, unit weight scale.
7. **** Any personnel time for maintenance or cleaning of robot system will be charged at an hourly personnel rate in conjunction with the daily unit rate.



2026 Field Operations Services Unit Rate Schedule

Special Inspections and Construction Materials Testing Services

Testing Services (3-Hour Minimum)

Field Technician	Hour	\$75.00
Senior Technician	Hour	\$90.00
Steel Technician	Hour	\$110.00
Field Manager.....	Hour	\$115.00
Project Manager / Project Engineer	Hour	\$175.00
Technical Leader/Engineer	Hour	\$250.00
Senior Project Manager / Senior Engineer	Hour	\$230.00
Administrative Coordinator.....	Hour	\$75.00
Mileage	Mile	\$0.85

Laboratory Testing Services

Aggregate Testing

Abrasion - LA Machine	Each	\$500.00
Atterberg Limit (Plasticity Index)	Each	\$125.00
Bulk Density (Unit Weight) and Voids	Each	\$115.00
Deleterious - Clay Lumps and Friable Particles	Each	\$200.00
Deleterious - Flat & Elongated Particles	Each	\$375.00
Deleterious - Lightweight Particles	Each	\$230.00
Deleterious - Organic Impurities	Each	\$150.00
Material Finer than No. 200 Sieve	Each	\$85.00
Minimum & Maximum Index Density (Vibratory Table)	Each	\$260.00
Moisture Content	Each	\$25.00
Oversize Particle Correction	Each	\$125.00
Particle Size (Gradation) - Sieve Analysis <3/4"	Each	\$140.00
Particle Size (Gradation) - Sieve Analysis >3/4"	Each	\$220.00
Percent Fractured Particles in Coarse Aggregate	Each	\$280.00
Proctor - Modified	Each	\$270.00
Proctor - Standard	Each	\$230.00
Sand Equivalent of Fine Aggregate	Each	\$245.00
Soundness Aggregates (Sodium or Magnesium).....	Each	\$305.00
Specific Gravity of Aggregate Coarse or Fine Aggregate.....	Each	\$200.00

Uncompacted Void Content of Fine Aggregate	Each	\$80.00
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Asphalt Testing

Asphalt Binder Content by Ignition	Each	\$150.00
Gradation of Extracted Aggregates (Includes Binder by Ignition)	Each	\$200.00
Bulk Specific Gravity/ Pavement Cores (1pt)	Each	\$75.00
Marshall Density (3pt)	Each	\$250.00
Marshall Stability and Flow (3pt)	Each	\$350.00
Percent Air Voids in Compacted Paving Mix	Each	\$50.00
Preparation & Density of Superpave Gyratory Compaction Specimens (2pt)	Each	\$330.00
Theoretical Maximum Specific Gravity (Rice) (Gmm)	Each	\$160.00

Cement, Concrete, & Masonry Testing

Chloride Ion	Each	\$200.00
Compressive Strength – Block or Block Prism	Each	\$230.00
Compressive Strength - Concrete Cores	Each	\$100.00
Compressive Strength - Cube (Grout & Mortar)	Each	\$50.00
Compressive Strength - Cylinders	Each	\$25.00
Density, Absorption & Voids of Hardened Concrete	Each	\$630.00
Flexural Strength of Concrete	Each	\$75.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete	Each	\$400.00
Measuring Thickness of Concrete Elements (Drilled Cores)	Each	\$70.00
Potential Alkali Silica Reactivity (ASR)	Each	\$830.00

Equipment

Core Machine/Sampling	Day	\$300.00
Dynamic Cone Penetrometer (DCP)	Day	\$250.00
Electrical Resistivity - Field (AEMC Gauge)	Day	\$100.00
Floor Flatness Equipment	Day	\$300.00
Relative Humidity Probe/Sensor	Each	\$100.00
Settlement Monitoring Plate	Each	\$300.00
Standard Field Equipment	Day	\$25.00
Vapor Emission Test Kit	Each	\$75.00
Sand Cone Equipment	Day	\$25.00
Ten Foot Rolling Straight Edge	Day	\$350.00

Soil Testing

Atterberg Limits (Plasticity Index)	Each	\$125.00
CBR Laboratory Compacted (3pt)	Each	\$630.00
CBR Laboratory Compacted (1pt)	Each	\$230.00
Density (Wet/Dry)	Each	\$30.00
Direct Shear Test of Soils (Consolidated Drained) (3pt)	Each	\$1,600.00
Dispersion - Crumb	Each	\$95.00
Dispersion - Pinhole	Each	\$190.00

Material Finer than No. 200 Sieve	Each	\$85.00
Moisture Content	Each	\$25.00
Moisture Content - Microwave	Each	\$50.00
One-Dimensional Consolidation Test	Each	\$440.00
Organic Content - Soils	Each	\$105.00
Oversize Particle Correction	Each	\$125.00
Particle Size (Gradation) - Hydrometer	Each	\$250.00
Particle Size (Gradation) - Sieve Analysis.....	Each	\$140.00
Permeability - Flexible Wall Permeameter (Intact)	Each	\$550.00
Permeability - Flexible Wall Permeameter (Remold).....	Each	\$650.00
Proctor - Modified	Each	\$270.00
Proctor - Modified w/Additive	Each	\$350.00
Proctor - Standard	Each	\$230.00
Proctor - Standard w/Chem Additive	Each	\$300.00
Swell or Collapse (One Dimensional)	Each	\$315.00
Triaxial Compression – Consolidated Drained (Intact)	Each	\$1,730.00
Triaxial Compression – Consolidated Drained (Remold).....	Each	\$1,930.00
Triaxial Compression – Consolidated Undrained (Intact)	Each	\$1,575.00
Triaxial Compression – Consolidated Undrained (Remold).....	Each	\$1,775.00
Triaxial Compression – Unconsolidated Undrained	Each	\$180.00
Unconfined Compressive Strength - Intact Rock	Each	\$125.00
Unconfined Compressive Strength - Soils	Each	\$95.00

Sprayed Fire Resistive Materials (SFRM)

Adhesion of SFRM to Structural Members (Field).....	Each	\$50.00
Thickness and Density of SFRM to Structural Members	Each	\$100.00

General Terms and Conditions

1. These Unit Fees are in effect until January 1, 2027. Services and fees not listed above will be quoted upon request.
2. All services charged are portal-to-portal.
3. Services provided on Saturday, Sunday, Holidays, or in excess of 8-hours/day will be charged at 1.5 times the unit fee.
4. Services provided before 6:00 a.m. and after 6:00 p.m. will be charged at 1.5 times the unit fee.
5. Mileage Rate subject to change based on Federal and IRS rate changes.
6. Subcontracted services and expenses will be invoiced at our cost plus 20%
7. Project Manager time will be included for project coordination and report review.
8. Per Diem will be billed at actual cost + 15% unless otherwise specified.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT #2 WITH OLSSON, FOR ADDITIONAL SERVICES ON THE WALTON & CENTRAL INTERSECTION IMPROVEMENTS, IN THE AMOUNT OF TWO HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$223,255.00); AND FOR OTHER PURPOSES.

WHEREAS, this amendment reconciles additional engineering services performed since Amendment #1, updates construction phase services, and adds bid and award phase services for the 2026 rebid effort;

WHEREAS, this amendment increases the contract amount by two hundred twenty-three thousand two hundred fifty-five dollars (\$223,255.00), bringing the total contract amount to eight hundred seventy-six thousand three hundred ninety-two dollars and sixty-two cents (\$876,392.62); and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amendmeny #2 with Olsson, for additional services on the Walton and Central Intersection Improvements project, in the amount of two hundred twenty-three thousand two hundred fifty-five dollars (\$223,255.00);

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



CONTRACT AMENDMENT #2 SW 2nd and O Street (MUNIS# 21EN0020)

Date: July 13, 2026

This AMENDMENT ("Amendment") shall amend and become a part of the Letter Agreement for Professional Services dated July 21, 2021 between City of Bentonville, Arkansas ("CITY") and Olsson, Inc. ("ENGINEER") providing for professional services for the following Project (the "Agreement"): SW 2nd and O Street (MUNIS #21EN0020).

INTRODUCTION

The City of Bentonville has requested that Olsson provide full bid-phase services for the current bid effort in 2026 as detailed in the following Scope of Services.

SCOPE OF SERVICES

CITY and ENGINEER hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

Bidding and Award Phase Services (2026)

Bidding and Award Phase Services – The ENGINEER will assist the CITY during the bidding and CONTRACTOR selection process including:

- Prepare and package the final bid documents, including Plans and Specifications prepared under the original Agreement, and prepare/incorporate Procurement and Contracting Requirements (including EJCDC standard and city-modified "front-end" documents) in the Specifications. ENGINEER will modify city-provided documents as appropriate to input project-specific information.
- Coordinate Advertisement for Bids, including preparation of advertisement and transmittal to newspaper. Cost for advertisement will be a reimbursable expense.
- In addition to coordination of the advertisement, send the Advertisement for Bids to contractors for which Olsson is familiar with from past similar projects.
- Conduct Non-Mandatory Pre-Bid Conference at Olsson's Fayetteville office, including preparation of agenda, presiding at meeting, and preparation of meeting minutes. Meeting minutes will be provided in the first addendum.
- Prepare and utilize Smartsheet dashboard for coordination with bidders. The Smartsheet dashboard will be used for registration of bidders for tracking purposes, and the dashboard will serve as an access point for dissemination of bid documents and addenda, as well as any other appropriate information.
- Receive and respond appropriately to questions from bidders.
- Prepare addenda, including but not limited to answers to questions from bidders.

- Conduct Bid Opening at Olsson's Fayetteville office, including presiding at meeting, opening and reading bids aloud, and making appropriate announcements.
- Review submitted bids for completeness and responsiveness.
- Prepare bid tabulation and evaluate bids.
- Provide recommendation of award to CITY within three business days.

DELIVERABLES:

- Bid-ready contract documents, including but not limited to EJCDC standard and city-modified Procurement and Contracting Requirements ("Front-End" Documents.) See Attachment A for a list of documents.
- Addenda
- Bid tabulation
- Recommendation of Award Letter
- Notice of Award

EXCLUSIONS

- Any services not specifically detailed in the scope

COMPENSATION

Time and Materials Not to Exceed

CITY shall pay to ENGINEER for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. ENGINEER shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed **\$25,000.** This includes approximately \$700.00 for reimbursable expenses.

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

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

OLSSON, INC. ("ENGINEER")

By _____
Lee Beshoner, PE, CFM (Group Leader)

By _____
Brad B. Hammond, PE (Vice President)

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

CITY OF BENTONVILLE, ARKANSAS

By _____
Signature

Printed Name _____

Title _____

Dated: _____

Attachment A

List of Typical Bid Documents

Procurement and Contracting Requirements (Front-End Documents)

EJCDC Standard Number	Document
	Project Title Page
	Seals and Signatures
	Advertisement for Bid
C200	Instructions to Bidders
C410	Bid Form
	Non-Collusion Affidavit
C435	Bid Bond (Damages Form)
C451	Qualifications Statement
C510	Notice of Award Form
C520	Agreement between Owner and Contractor
C550	Notice to Proceed
C610	Performance Bond
C612	Warranty Bond
C615	Payment Bond
C620	Application for Payment
C625	Certificate of Substantial Completion
C626	Notice of Acceptability
C700	General Conditions
C800	Supplementary Conditions

Technical Specifications Reference

Special Provisions

- Contingency Allowance
- Testing Services
- Others as Appropriate

Plans (Separate Document)



2026 Olsson Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$156.00 - \$486.00
Project Manager	\$136.00 - \$294.00
Project Professional	\$101.00 - \$258.00
Assistant Professional	\$76.00 - \$187.00
Designer	\$109.00 - \$238.00
CAD Operator	\$66.00 - \$232.00
Survey	\$61.00 - \$230.00 *
Construction Services	\$56.00 - \$305.00 *
Administrative/Clerical	\$51.00 - \$266.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.725/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AMENDMENT #1 WITH OLSSON, FOR BIDDING SERVICES ON THE SW 2ND & "O" DRAINAGE IMPROVEMENTS PROJECT, IN AN AMOUNT NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Amendment #1 expands the scope of work to include bidding service;

WHEREAS, this amendment is funded with available drainage bond funds; and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into amendment #1 with Olsson, for bidding services on the SW 2nd and SW O drainage improvement project, in an amount not to exceed twenty-five thousand dollars (\$25,000.00);

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
----------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET TO REALLOCATE FUNDS, FOR USE ON SIDEWALK, CURB AND GUTTER CONCRETE REPAIRS, IN THE AMOUNT OF TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000.00); AND FOR OTHER PURPOSES.

WHEREAS, a budget adjustment is needed to reallocate budgeted funds, shifting them for use on needed sidewalk, curb, and gutter concrete repairs; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The 2026 Budget is hereby adjusted to appropriate two hundred twenty-five thousand dollars (\$225,000.00) from Account # 203810-47410 – Machinery & Equipment into Account # 203810-44450 - Pub Works by Project Maintenance;

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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
-----------------------------	----

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

Memo



To: Mayor Stephanie Orman, Bentonville City Council
From: Beau Thompson
CC: Preston Newbill
Date: July 28, 2026
Re: Vaughn / Old Farm Gravity Sewer, Lift Station, & Forcemain Design with Halff

The agreement authorizes Halff Associates, Inc. to provide professional engineering services for the Vaughn/Old Farm Gravity Sewer, Lift Station, and Forcemain project. The project includes the design of a new lift station to be located near W Hwy 12 and SW Old Farm Blvd, approximately 4,600 LF of new force main, and gravity sewer improvements consisting of upsizing approximately 3,350 LF of 8-inch pipe to 12-inch pipe and 3,450 LF of 12-inch pipe to 18-inch pipe. The project will also extend the gravity sewer system to the northwest corner of SW Regional Airport Blvd and S Vaughn Rd.

The scope of services includes a preliminary planning study to evaluate gravity sewer alignment alternatives and lift station siting options, surveying, geotechnical investigations, environmental permitting, real estate acquisition support, detailed engineering design, preparation of construction plans and specifications, and bidding assistance. These services will advance the project through final design and prepare the project for construction.

The engineering agreement is structured as a phased contract with a total not-to-exceed amount of \$792,230. Major task allocations include:

Preliminary Planning Study – \$17,540
Surveying Services – \$135,990
Design Engineering Services – \$303,485
Real Estate Acquisition Services – \$238,060
Permitting & Environmental Services – \$32,745
Geotechnical Services – \$32,290
Bidding Services – \$32,120

This project includes projects WWM08 and WW03 referenced in the Comprehensive CIP. The total engineering budget identified in the Comprehensive CIP is \$612,000, with an estimated total project cost of \$6,220,000. The Halff engineering services agreement of \$792,230, represents approximately 12.7% of the overall project cost. The agreement exceeds the original engineering budget due to additional services that were not included in the initial estimate, primarily real estate acquisition and right-of-way support. These additional services are necessary to secure required easements, secure a location for a new lift station, and keep the project on schedule.

**EJCDC E-500
AGREEMENT BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

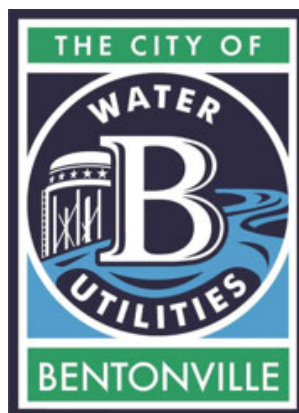
PREPARED BY

**Halff Associates, Inc.
1465 East Joyce Boulevard, Suite 200
Fayetteville, Arkansas 72703**



PREPARED FOR

**The City of Bentonville
Water Utilities
1901 NE A Street
Bentonville, Arkansas 72712**



AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Bentonville Water Utilities (BWU)** (Owner or Utility) and **Halff Associates, Inc.** (Engineer or Halff). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as the **Old Farm Lift Station, Forcemain, and Gravity Sewer** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as Projects WW03 and WWM08 as identified in the City of Bentonville Water Utilities Capital Improvement Plan (CIP), dated January 2026.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

- D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs, if required.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- 2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents
- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
 - B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and experience do not include the following services, Owner shall obtain, as required for the Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor, or explicitly listed under Engineer's Scope of Services provided in Exhibit A), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 - 1. Owner-Furnished Services described within Paragraph 2.03.B shall not include Geotechnical Services required for design (as described under Section 6 of Exhibit A – Engineer's Scope of Services).
- C. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, not explicitly listed under the Engineer's Scope of Work provided in Exhibit A, and
 - 2. such reviews, approvals, and consents from others, not explicitly listed under the Engineer's Scope of Work provided in Exhibit A, as may be necessary for completion of each portion or phase of the Project.
- D. Owner may delegate to Contractor or others the responsibilities set forth in Section 2.03.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

- a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
3. Authorize Engineer to provide Additional Services as set forth in Section 8 of Exhibit A of the Agreement, as required.

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		Amount	Basis of Compensation
1.	Preliminary Planning Study (Phase 1 of Exhibit A)	\$17,540.00	Lump Sum
2.	Surveying Services (Phase 2 of Exhibit A)	\$135,990.00	Lump Sum
3.	Design Engineering Services (Phase 3 of Exhibit A)	\$303,485.00	Lump Sum
4.	Real Estate Acquisition Services (Phase 4 of Exhibit A)	\$238,060.00	Lump Sum
5.	Permitting & Environmental Services (Phase 5 of Exhibit A)	\$32,745.00	Lump Sum
6.	Geotechnical Services (Phase 6 of Exhibit A)	\$32,290.00	Lump Sum
7.	Bidding Services (Phase 7 of Exhibit A)	\$32,120.00	Lump Sum
8.	Additional Services		Per Owner's Request

1. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with the Engineer's and/or Owner's standard invoicing practices, and the terms of Exhibit J. Engineer shall submit its invoices to Owner via Procore software on a monthly basis, no later than the 1st of each month. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.

- F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.
 - 1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.
 - 2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:
 - a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;
 - c. Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants shall not be liable for any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and
 - d. such limited license to Owner shall not create any rights in third parties.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall

require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to redacted copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of written notice from Owner. If Engineer is terminated for convenience by the Owner, then Engineer shall have no liability for any damages that stem from such termination, including damages that are liquidated or consequential in nature.

- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable attorneys' fees and expenses) to the extent arising from third-party claims or

actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by the negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. Environmental Indemnification: Not used.
- C. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. Mutual Waiver: Not used.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if

Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. **Addenda**—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. **Additional Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Part 8 of Exhibit A of this Agreement.
 3. **Agreement**—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. **Application for Payment**—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
 6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
 7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations

regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer’s Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. Contractor—The entity or individual with which Owner enters into a Construction Contract.
17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.
23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Scope of Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative – **NOT USED**
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form) – **NOT USED**

- F. Exhibit F, Electronic Documents Protocol (EDP). – **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. – **NOT USED**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the

conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Agreement's Effective Date is _____.

Owner:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign, if required.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

Halff Associates, Inc.
(name of organization)

By: _____
(individual's signature)

Date: 7/13/2026
(date signed)

Name: Ashley Pifer, PhD, PE
(typed or printed)

Title: Vice President, Director of Water/Wastewater
(typed or printed)

Attach evidence of authority to sign, if required.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

1465 E. Joyce Blvd.
Suite 200
Fayetteville, AR 72703

Designated Representative:

Name: Garrett McMichael, PE
(typed or printed)

Title: Water/Wastewater Team Leader
(typed or printed)

Address:

1465 E. Joyce Blvd.
Suite 200
Fayetteville, AR 72703

Phone: 501-653-7529

Email: gmcmichael@halff.com

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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EXHIBIT A—ENGINEER'S SCOPE OF SERVICES

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REPRESENTATIVE - **NOT USED**

EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK - **NOT USED**

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) - **NOT USED**

EXHIBIT G—INSURANCE

EXHIBIT H—DISPUTE RESOLUTION - **NOT USED**

EXHIBIT I—LIMITATIONS OF LIABILITY

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: COMPENSATION
PACKET BC-1: BASIC SERVICES—LUMP SUM



Exhibit A – Engineer’s Scope of Services

Old Farm Lift Station, Forcemain, and Gravity Sewer CIP Projects WW03 & WWM08 Bentonville Water Utilities

Bentonville Water Utilities (Owner) operates a municipally-owned wastewater collection system for the City of Bentonville, Arkansas. Additional capacity is required to meet current and future projected sanitary sewer flows within the Vaughn and Spring Creek Sewer Basins. This Project consists of concurrent design of Projects WW03 and WWM08 as identified in the City of Bentonville Water Utilities Capital Improvement Plan (CIP), dated January 2026. The purpose of this Project is to increase system capacity to accommodate projected growth within the Spring Creek - Vaughn Sewer Basin.

Project WW03 includes construction of a new lift station at the southern end of the basin (intercepting all of the Owner’s wastewater that is currently directed through the XNA lift station), a new force main, and downstream gravity improvements between the new lift station discharge point at MH 562-832 and point of connection to the upstream end of the new SW Regional Airport Blvd gravity main recently constructed as part of CIP Project WWM01. Project WWM08 includes replacing segments of the existing 8-inch gravity sewer line upstream of the proposed lift station with a 12-inch gravity line.

The Scope of Services contained herein is inclusive of the following sewer infrastructure:

1. New Old Farm Lift Station & Forcemain
 - a. New, approximately 50’x50’ site, located near the intersection of W Hwy 12 and SW Old Farm Blvd.
 - b. New Lift Station with Four (4) 35 HP Submersible Pumps – Three (3) Operating, One (1) Standby.
 - c. Design Firm Lift Station Capacity = 1,717± GPM.
 - d. Approximately 4,600± LF of new SDR 21 PVC forcemain from Old Farm Lift Station to existing MH 562-832.
2. Gravity Sewer Upgrades
 - a. Abandon approximately 3,350± LF of existing 8” gravity sewer from MH 562-809 to the Old Farm Lift Station site and replace with 12” SDR 26 PVC.
 - b. Abandon approximately 3,450± LF of existing 12” gravity sewer from MH 562-832 to the upstream end of Project WWM01 (decommissioned Vaughn Creek Lift Station site) and replace with 18” SDR 26 PVC. A new gravity sewer main shall also be extended from the replaced section to the NW corner of the Intersection of SW Regional Airport Blvd. and S Vaughn Road.

The estimated pre-design quantities and requirements listed above are based upon preliminary information provided by the Owner. These assumptions will be revised, as required, upon completion and acceptance of recommendations determined in the Preliminary Planning Study Phase of this Contract.

The Scope of Services for this Project is divided into seven (7) Phases, as follows:

- 1) Preliminary Planning Study,** to include Alternatives Analyses for Lift Station Site Selection and general Utility Alignments, and verification of the Target Design Capacity for the Lift Station.
- 2) Surveying Services,** to include Topographical and Boundary Design Surveys, Easement Document Preparation, and Real Estate Acquisition Document Preparation.
- 3) Design Engineering Services,** to include Project Management, Preliminary (30%), Intermediate (60%), and Final Design services, Material and Construction Specifications, and Contract Documents.
- 4) Real Estate Acquisition Services,** to include Preparation and Delivery of Initial Acquisition Offers, and Subsequent Negotiation(s) with Landowners, as required.
- 5) Permitting and Environmental Services,** to include Arkansas Department of Health (ADH) approval, Arkansas Department of Transportation (ArDOT) utility permitting (as required), impact screening for any potentially effected aquatic features under United States Army Corps of Engineers (USACE) jurisdiction, and Nationwide No. 58 Permitting (as required).
- 6) Geotechnical Services,** to include Geotechnical Investigation and Reporting Performed by a Sub-Consultant to Halff.
- 7) Bidding Services,** to include Preparation of Advertisement, General Management of the Construction Bid Process, Issuance of Certified Bid Tabulation and Award Recommendation, and Facilitation of Construction Contract Execution and Pre-Construction Conference.

1. Preliminary Planning Study

1.1. Site Selection and Alignment Evaluation

- i) Identify up to three (3) potential locations for the new lift station site, and provide an alternative analysis evaluating:
 - (1) General Site Suitability and Accessibility
 - (2) Estimated Construction Cost
 - (3) Hydraulic Impact(s) to Lift Station Design
 - (4) Environmental or Regulatory Impacts
- ii) Provide preliminary Exhibit(s) for each evaluated alternative, including preliminary routing of forcemain and gravity sewer.
- iii) Provide a formal site selection recommendation.
 - (1) **Note:** All Subsequent Phases (2 through 7) within this Scope of Services, including Surveying, Design, Permitting, etc., will be based upon the Owner's selected alternative for the site location and general utility alignment. Substantial changes to the selected site location or general utility alignment requested after completion of this Phase may incur Additional Services.

1.2. Lift Station Capacity Requirement

- i) Halff will review supporting calculations for the Old Farm Lift Station design capacity requirements included within the Bentonville Spring Creek Interceptor Preliminary Engineering Report (May 2024) and any other pertinent information provided by the Owner.
- ii) Halff will perform a desktop analysis for upstream sanitary sewer flows within the Vaughn sewer basin and will develop a proposed firm capacity requirement for the new Old Farm Lift Station.

1.3. Planning Study Report

- i) Halff will prepare and submit a report summarizing the findings and recommendations from Sections 1.1 and 1.2 above.



2. Surveying Services

Halff will perform the following Surveying Services:

2.1. Boundary and Topographic Survey

- i) Horizontal and Vertical Control established at locations determined by the survey project manager and survey field crews being based on the City of Bentonville control monuments at a linear distance of approximately 500 feet.
- ii) Ground level surface topography shall include:
 - (1) All geographic data will be in grid and based upon the City of Bentonville control monuments.
 - (2) Up to a total of 10,000 linear feet of a 100' wide corridor topography adjacent to W Hwy 12, SW Old Farm Blvd, and SW Regional Airport Blvd. Elevations will be acquired at locations frequent enough to establish an existing grade surface sufficient for utility design.
 - (3) Road crossing will include back of curb (if applicable), gutter, edge of asphalt (or gravel), and centerline data where applicable.
 - (4) All above ground appurtenances within the corridor will be located.
 - (5) Existing Storm and Sanitary Sewer manholes, inverts, and pipe sizes within corridor will be located.
 - (6) One-call request will be made, and any locate flags will be acquired within corridor.
 - (7) Any buildings within the corridor will be acquired.
- iii) Boundary resolution for up to twenty-five (25) parcels.
 - (1) Halff will utilize a third-party title company to conduct an easement search for all parcels within scope of work and will show all existing easements and rights-of-way found in the search. The cost for this item is included within the fee for the scope of the contract.
 - (2) Halff will establish parcel boundaries for all parcels within the corridor.
- iv) Deliverable
 - (1) Electronic CADD deliverable in Civil 3D format.
 - (2) PDF Deliverable in 34"x22" size to include at a minimum:
 - (a) North Arrow
 - (b) Title Bar and Block
 - (c) General Project Layout
 - (d) Control & Benchmark Information
 - (e) Basis of Bearing and other necessary geodetic information as determined by the survey project manager.

1. Arkansas North Zone (0301) – NAD 83



2. NAVD88
3. GEOID18

- (f) Topographic Data to include contour lines.
- (g) Roadway and Street locations with names.
- (h) Solved boundary and right of way locations within the corridor.

2.2. Easement Development

- i) Easement exhibits and legal descriptions will be provided for acquisition for new easements on up to twenty-five (25) parcels.
 - (1) Assumed not to exceed a total of twenty-five (25) easements.
 - (2) It is assumed that Halff is responsible for providing permanent and temporary construction easement documents for each affected parcel.
- ii) Legal Descriptions and Exhibits will be delivered for each proposed easement following the Owner's standard document format.
- iii) If a standard document format is not provided by the Owner, exhibits and legal descriptions will be delivered in PDF format under the following criteria:
 - (1) Size: 8.5x11 or 11x17 as decided by the survey project manager.
 - (2) Contents (at minimum): Property owner name, property owner address, parcel address (if available), visual representation of easement to scale, and legal description.
 - (3) Legal Descriptions will be provided within the PDF exhibit and in a Microsoft Word document.
- iv) **Note:** Easement and Real Estate negotiations and acquisitions are included within Phase 4 of this Scope of Services.

2.3. **Exclusions** from Surveying Services, include, but are not limited to:

- i) Setting of boundary corners.
- ii) Signed and sealed boundary/survey plats.
- iii) Construction staking or layout.
- iv) Anything not explicitly stated in the Phase 2 Scope of Services contained herein.

3. Design Engineering Services

The following Design Engineering Services shall be performed:

3.1. Project Management

- i) Attend Owner kick-off meeting, and document Owner's project parameters in a Project Design Memorandum.
- ii) Conduct an initial project site visit prior to starting the design phase.
- iii) Conduct routine status update meetings with Owner.
 - (1) Halff will conduct up to eight (8) routine status update meetings with the Owner throughout the duration of the project. These meetings may be held virtually or in-person.
- iv) Conduct Owner Design Review Workshops.
 - (1) Halff will conduct three (3) in-person design review workshops to discuss project progress, and gather design related review comments from the Owner.
 - (a) One (1) Workshop will be held following delivery of the preliminary (30%) design documents.
 - (b) One (1) Workshop will be held following delivery of the intermediate (60%) design documents.
 - (c) One (1) Workshop will be held following the delivery of the final (90%) design documents.
- v) Conduct one (1) pre-application meeting at the completion of the intermediate (60%) design phase prior to submission to the City of Bentonville review portal.
- vi) Provide meeting agendas to Owner a minimum of two (2) business days prior to all scheduled meetings.
- vii) Provide meeting minutes to Owner a maximum of five (5) business days following all scheduled meetings.
- viii) Provide general project management including preparation of status reports, routine invoicing, quality assurance and quality control (QA/QC) reviews, and general management of the design team including any sub-consultants.

3.2. Preliminary Design (30%)

- i) Prepare 30% design Plans.
- ii) Prepare 30% Technical Specifications.
- iii) Prepare project takeoffs and preliminary opinion of probable construction cost (OPCC).
- iv) Submit the above documents to the Owner for review in digital PDF format.

3.3. Intermediate Design (60%)

- i) Prepare 60% design Plans.
- ii) Prepare 60% Technical Specifications.



- iii) Prepare project takeoffs and intermediate OPCC.
- iv) Submit the above documents to the Owner for review in digital PDF format.

3.4. Final Design

- i) Prepare 90% design Plans.
- ii) Prepare 90% Technical Specifications.
- iii) Prepare project takeoffs and final OPCC.
- iv) Submit the above documents to the Owner for review in digital PDF format.
- v) Halff will prepare and submit 100% design Plans, Technical Specifications, and front-end contract documents for construction upon receipt of final Owner and Regulatory approvals.

3.5. Contract and Bid Documents

- i) Halff will prepare and submit up to two (2) separate sets of front-end contract documents necessary for public bid and award for construction. These documents will be submitted to the Owner simultaneously with 90% design documents.
 - (1) If the Owner elects to divide the Work into two (2) standalone Contracts to be bid and awarded separately, the Engineer shall provide up to two (2) complete sets of front-end contract documents.
 - (2) Front-End and Construction Contract Documents will utilize EJCDC C-990 standard format. Alternatively, the Owner may elect to provide a complete template of contract documents to be modified for this Project.
 - (3) **Note:** It is assumed that this Project will not utilize any State or Federal funding and will not be subject to contracting and recordkeeping requirements including, but not limited to, American Iron and Steel (AIS), Build America Buy America (BABA), Disadvantaged Business Enterprise (DBE), and Davis-Bacon Wage Rate requirements.



4. Real Estate Acquisition Services

Halff will perform the following Real Estate Acquisition Services:

4.1. Initial Appraisal/Valuation Services

- i) Review the Owner's easements and construction plans.
- ii) Perform field inspection of the proposed project and collect limited market information in order to determine estimated land and improvements value.
- iii) Conduct appraisal of up to twenty (20) properties.
 - (1) The appraiser/valuator will contact property owners and conduct property owner's inspections.
 - (a) This includes inviting the property owners, preferably in writing, to accompany the appraiser/valuator during the appraiser's/valuator's inspection of the property and maintain record of contact in file.
- iv) Determine need for specialty report and advise the Owner of the recommendation.
 - (1) The Owner will determine extent of report needed and most efficient and cost-effective method of preparation.
- v) Prepare written notification to the Owner of any environmental concerns associated with the acquisition that could require environmental remediation.
- vi) Appraisal/Valuation Updates includes:
 - (1) Revise, update, or obtain new appraisals/valuations, up to five (5) properties.

4.2. Negotiation Services & Waiver Valuation Services

- i) Prepare and provide Waiver Valuation Reports, if needed, to the Owner for administrative review and approval.
- ii) Upon completion of easement appraisals, submit to the Owner for approval and concurrence of any reimbursable portion of costs prior to beginning easement negotiations.
- iii) Prepare the appropriate acquisition documents and assemble tract packets for up to twenty (20) properties, in accordance with Owner requirements.
- iv) Prepare an offer letter for signature by the appropriate Owner official or as designated, stating the summary of the basis for the total amount offered. Offer letters shall follow City of Bentonville standard format.
- v) Present offer letter to the property owner, discuss the offer amount and rationale for compensation and address any concerns. Advise the property owner of their full rights under the laws of eminent domain if no agreement can be reached and condemnation action is necessary.
- vi) Maintain a project log indicating, at a minimum, the dates of the following:
 - (1) Waiver valuation or appraisal approved, initiation of negotiations, contract signed and recommendations for condemnation.

- vii) Maintain detailed records of all information pertinent to the job:
 - (1) Ownership addresses, encumbrances, dated and signed negotiator notes, offer letters and contracts.
 - (2) Negotiator notes should include a record of each contact, offers and counteroffers, property owner requests, opinions, proposed solutions, and recommendations for condemnation.
- ii) Provide weekly status updates to the Owner throughout the Real Estate Acquisition process.
- viii) Notify the Owner if a property owner requests an appraisal in lieu of the waiver valuation presented.
- ix) Collect supporting documents from the property owner necessary to complete the transaction including but not limited to trusts, corporate resolutions, partnership agreements, et al.
- x) As negotiations are completed, review tract packets for completeness, prepare acceptance letters for the Owner's execution and distribute tract packets for further handling.
- xi) Submit proposed changes in right of way easements or construction design features arising through negotiations to the Owner.
- xii) Submit counteroffers from property owners to the Owner with recommendations for acceptance or rejection.
- xiii) Recommend tracts for condemnation to the Owner when negotiations prove to no longer be beneficial or when the property owner states they wish to discontinue negotiations.
- xiv) Execute Rights of Entry Agreements with property owners as directed by the Owner.
- xv) Upon completion of easement negotiations, submit to the Owner for approval and concurrence of any reimbursable portion of costs prior to executing any easement documents.
- xvi) Prepare proper instruments of conveyance and releases upon determination of title status.
- xvii) Deliver Owner warrants on negotiated settlements after obtaining proper execution of instruments of conveyance and satisfaction of liens, if needed.
- xviii) Record conveyance documents (excluding temporary construction easement documents) in appropriate county offices or through title company in a timely manner, once payments have been made by Owner.
- xix) Perform title, curative and releases/subordinations, and closing services for fee simple title property acquisitions.

5. Permitting and Environmental Services

The following permits and regulatory approvals will be obtained, as required, for the construction of this Project. Application and review fees for submittals are included within the total lump sum Fee for this Phase.

5.1. Arkansas Department of Health (ADH) Review and Approval

- i) Upon Owner approval of final design Plans and Technical Specifications, Halff will submit design documents to ADH for review and approval.
- ii) Halff will respond to comments and revise design documents, as required, to obtain ADH approval.

5.2. Arkansas Department of Transportation (ArDOT) Utility Permit

- i) Halff will prepare and submit ArDOT Utility Permit application(s) for proposed state highway crossings and access required for the design, as required.

5.3. Railroad Permit

- i) Railroad permitting is **not anticipated** and services for such are **excluded**.

5.4. Floodplain Development Permit

A preliminary review of potentially effected project areas indicates that **no anticipated temporary or permanent disturbances of regulatory floodplain and/or floodway will be required for this Project**. Therefore, the preparation of a Floodplain Development Permit, No-Rise Certificate, or supporting H&H Analyses are **excluded** from this Scope of Services.

5.5. Screening for potential impacts to aquatic features under United States Army Corps of Engineers (USACE) jurisdiction.

- i) Impacts to Waters of the United States (WOTUS) may require permitting under Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. Halff assumes that construction activities will seek to avoid impacts to WOTUS wherever possible. To determine whether or not USACE permitting will be required, Halff proposes the following scope of work:
 - (1) Conduct wetland delineation for the project area(s) estimated to fall within WOTUS, following USACE 1987 Manual & 2012 Regional Supplement, and provide findings in a wetland delineation report.
 - (2) Conduct a Threatened and Endangered Species Assessment, including critical habitat assessment, and summarize findings in a summary report.
 - (3) Conduct Cultural Resources Background Review to ensure compliance with Arkansas Historic and Prehistoric Sites Act and Section 106 of NHPA and summarize findings in a report for AHPP and USACE review.
 - (4) Provide summary of impact screening and final determination for any applicable Section 404 or Section 10 permit requirements.

5.6. USACE Nationwide Permitting

- i) If impacts to WOTUS are determined under the impact screening performed under Section 5.5, and reasonable modifications to utility alignment(s) to avoid these impacts

are not feasible, then it is assumed that construction activities required for this Project will qualify to be covered under Nationwide Permit No. 58 within Section 404 of the Clean Water Act. The following scope items are included to complete all necessary environmental services for Nationwide No. 58 Permitting under Section 404 of the Clean Water Act, as required.

- (1) Prepare a Pre-construction Notification (PCN) for a Nationwide Permit (NWP) No. 58. The PCN/NWP submission will include:
 - (a) Permittee details (name, address, contact)
 - (b) Project description (purpose, environmental effects, WOTUS impact)
 - (c) WOTUS delineation data
 - (d) Threatened and endangered species assessment
 - (e) Cultural resources assessment
 - (f) Compensatory mitigation plan (if applicable)
 - (2) Submit PCN to Owner for review prior to final submission to USACE.
- ii) Exclusions and assumptions to Sections 5.5 and 5.6 include:
- (1) Preparation or submittal of documents to support a Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act permit, other than a Nationwide No. 58 Permit, is not included in this Scope.
 - (2) Species-specific surveys that may be required if the proposed work poses potential harm to threatened and endangered species is not included in this Scope.
 - (3) Additional cultural resource field investigations (if needed) shall be conducted as additional services.
 - (4) Field surveys will be completed through a two-day deployment to survey the project area. Delays due to land access, coordination, or weather are not included.

5.7. Stormwater Pollution Prevention Plan (SWPPP)

- i) Prepare up to two (2) SWPPPs to be implemented into the Plans and Construction Documents.
- ii) Prepare up to two (2) Notice of Intent (NOI) documents to be adopted and maintained by the Contractor(s) prior to Construction.
- iii) Note: If a single Construction Contract is utilized covering the entirety of the Project Work, then only one (1) SWPPP and NOI will be prepared.

6. Geotechnical Services

Halff will complete the following Geotechnical Services:

6.1. Geotechnical Bores (via Subconsultant)

- i) Perform up to two (2) bores at the new lift station site with target depths of at least fifty (50) feet.
- ii) Perform up to six (6) bores along the proposed utility alignment(s) with target depths of at least twenty-five (25) feet.

6.2. Geotechnical Report (via Subconsultant)

- i) Issuance of a complete Geotechnical Report, signed and sealed by a Licensed Professional Engineer, summarizing analyses of geotechnical bores and specific structural foundation and pipe bedding and backfill recommendations. The Geotechnical Report will be provided to the Owner for review and acceptance, and to Contractor(s) as an attachment to the front-end contract documents.

6.3. General Management of the Geotechnical Subconsultant

- i) Management of subconsultant agreement including administrative, invoicing/payments, scheduling, work planning, and QA/QC of deliverables.

7. Bidding Services

Halff will perform the following services to support the public advertisement(s), bidding, and award(s) of up to two (2) separate construction contracts for this Project:

7.1. Advertisement, Bid, and Award Process

- i) Prepare up to two (2) advertisements for Bid utilizing City of Bentonville standard template.
 - (1) The Owner shall be responsible for issuance and payment of any fee(s) for the advertisement(s).
 - (2) The Owner shall be responsible for hosting the project(s) within the online “Beacon Bid Portal” which shall include maintaining the construction documents, distribution of documents to potential bidders, and maintenance of a list of plan holders.
- ii) Conduct up to two (2) Pre-Bid meetings.
- iii) Respond to requests for clarifications, as required.
- iv) Prepare addenda, as required.
- v) Conduct up to two (2) Bid Openings.
- vi) Prepare and submit up to two (2) Certified Bid Tabulations.
- vii) Evaluate bids, review Contractor(s) qualifications, check references of low bidder(s), and issue Recommendation of Award(s)
- viii) Prepare Notice to Proceed documents.
- ix) Conduct up to two (2) Pre-Construction Meetings.

8. Additional Services

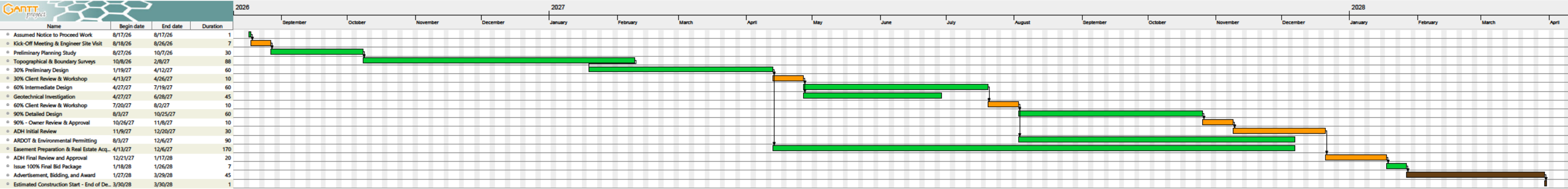
Additional Services, **not included** within the Scope of Services for Phases 1 through 7 as described herein may be negotiated on an individual basis. These Additional Services shall include, but not limited to, the following:

- i) Traffic Control Plan(s).
- ii) Corrosion Control or Surge Analyses.
- iii) Hydraulic Modeling of Existing or Proposed Sanitary Sewer Collection System.
- iv) Construction or ROW Staking.
- v) Construction Phase Services, including Full or Part Time Construction Inspection, Observation and Administration.
- vi) Preparation or submittal of documents to support a Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act permit, other than Nationwide No. 58 Permitting.
- vii) Floodplain Development Permitting or No-Rise Certification(s).
- viii) Additional Permitting Requirements Not Listed Under Phase 5.
- ix) Other Items Not Explicitly Listed Under Phases 1 Through 7.

Tasks

Name	Begin date	End date	Duration
Assumed Notice to Proceed Work	8/17/26	8/17/26	1
Kick-Off Meeting & Engineer Site Visit	8/18/26	8/26/26	7
Preliminary Planning Study	8/27/26	10/7/26	30
Topographical & Boundary Surveys	10/8/26	2/8/27	88
30% Preliminary Design	1/19/27	4/12/27	60
30% Client Review & Workshop	4/13/27	4/26/27	10
60% Intermediate Design	4/27/27	7/19/27	60
Geotechnical Investigation	4/27/27	6/28/27	45
60% Client Review & Workshop	7/20/27	8/2/27	10
90% Detailed Design	8/3/27	10/25/27	60
90% - Owner Review & Approval	10/26/27	11/8/27	10
ADH Initial Review	11/9/27	12/20/27	30
ARDOT & Environmental Permitting	8/3/27	12/6/27	90
Easement Preparation & Real Estate Acquisition	4/13/27	12/6/27	170
ADH Final Review and Approval	12/21/27	1/17/28	20
Issue 100% Final Bid Package	1/18/28	1/26/28	7
Advertisement, Bidding, and Award	1/27/28	3/29/28	45
Estimated Construction Start - End of Design Contract	3/30/28	3/30/28	1

Gantt Chart



Note: Task durations are based on number of elapsed business days (Monday-Friday) and exclude weekends (Saturday-Sunday).

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: **Bentonville Water Utilities**

Engineer: **Halff Associates, Inc.**

Project: **Old Farm Lift Station, Forcemain, and Gravity Sewer**

Effective Date of Owner-Engineer Agreement:

Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraph 1.01:

1.01 Insurance

- A. Engineer 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. Engineer shall submit to Owner a certificate of insurance prior to commencing performance of the Services.
 - 1. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of \$2,000,000 per occurrence/aggregate.
 - 2. Automobile bodily injury and property damage liability insurance with a limit of \$1,000,000.
 - 3. Workers' Compensation and Employer's Liability: Insurance as required by applicable state and/or federal law. The employer's liability policy limit shall be \$1,000,000.
 - 4. Professional liability insurance (Errors and Omissions) with a limit of \$2,000,000 per claim/annual aggregate.
 - 5. Excess or Umbrella insurance with a limit of \$5,000,000 per occurrence/general aggregate.
 - 6. Engineer shall name Owner, its elected officials, directors, officers and employees as additional insureds for policies 1.01.A.1. and 1.01.a.2. To the extent allowed by each policy, Engineer shall also provide a waiver of subrogation in favor of Owner.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph 1.02, Limitation of Engineer's Liability:

1.01 **NOT USED**

1.02 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, Subconsultants, and Engineer's Subcontractors, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors, will not exceed the total compensation received by Engineer under this Agreement.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of **\$792,230** based on the following estimated distribution of compensation:

a. Preliminary Planning Study (Phase 1)	\$17,540
b. Surveying Services (Phase 2)	\$135,990
c. Design Engineering Services (Phase 3)	\$303,485
d. Real Estate Acquisition Services (Phase 4)	\$238,060
e. Permitting & Environmental Services (Phase 5)	\$32,745
f. Geotechnical Services (Phase 6)	\$32,290
g. Bidding Services (Phase 7)	\$32,120

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses. Fee amounts incorporated for services of Engineer's Subcontractors and Subconsultants, if any, shall not exceed the total cost incurred by the Engineer for these services plus 10%.

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **NONE**

5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HALFF ASSOCIATES, INC., FOR ENGINEERING SERVICES RELATED TO THE VAUGHN/OLD FARM LIFT STATION, FORCE MAIN, AND GRAVITY SEWER PROJECT, IN THE AMOUNT OF SEVEN HUNDRED NINETY-TWO THOUSAND TWO HUNDRED THIRTY DOLLARS (\$792,230.00); AND FOR OTHER PURPOSES.

WHEREAS, Halff Associates, Inc. was selected following the City's Purchasing Policy for professional services;

WHEREAS, this agreement is for engineering services related to the Vaughn/Old Farm Lift Station, Force Main, and Gravity Sewer; and

WHEREAS, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Halff Associates, Inc., for engineering services, in the amount of seven hundred ninety-two thousand two hundred thirty dollars (\$792,230.00).

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



Rezoning - SNUG Properties, LLC - R-1, Suburban Single-Family to T3.2, Neighborhood Transition

1108 Royal Dr

PC Date: 7/7/2026

Staff Report Details

Project Number	(RZ26-0032)
Applicant / Current Owner	Courtney Pacheco, SNUG Properties, LLC
Site Area	+/- [.25] Acres
Current Zoning	R-1, Suburban Single-Family
Requested Zoning	T3.2, Neighborhood General
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single-family dwelling
Related projects	N/A

Property Description

The public hearing for the rezone request was held on July 7, 2026 and the Commission tabled the item at that time. **The applicant has since revised their rezoning request to T3.2 as per the attached narrative.** The subject property is located on Royal Drive between 10th and 14th Street. It is in close proximity to Thaden School and the Walmart Campus and is near the end of a dead-end street. The current zoning of the property is R-1, Suburban Single-Family, with a Future Land Use Map designation of Walkable Neighborhood. All adjacent properties are zoned R-1 and are within the Walkable Neighborhood place type. The neighborhood is primarily single story. The standard review zoning districts within the Walkable Neighborhood place type range from T3.1 - T4.1.

Project Details

The applicant states that the purpose of this rezone is to build a high-quality single-family home and ADU on the lot.

Relationship to the Community Plan

Relationship to the Community Plan

The Bentonville Community Plan states at the beginning of chapter 4: *"A balance between growth and preservation is necessary to achieve the Plan's key objectives."*

This rezone application is the first on Royal Drive, an established neighborhood of mostly single-story residential with a mature tree canopy. Even though the applicant is requesting a standard review rezone for the subject property, this request, on the interior of the subdivision with no sidewalks and only one way in and out, may not be the best fit for the location. Once the grid system is repaired with a possible trail connection at the end of the Royal Drive cul-de-sac and the neighborhood begins the redevelopment process, (with more density on the perimeter), it would then make sense to intensify the interior.

Public Comment

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

Analysis / Waivers

The following criteria is evaluated under standard review:

Orderly transition: The subject property is surrounded by R-1 and the Walkable Neighborhood place type. A T3.2 zoning district is an orderly transition.

Within 1 transect of adjacent zones: T3.2 is within 1 transect degree of the adjacent properties.

Conclusion

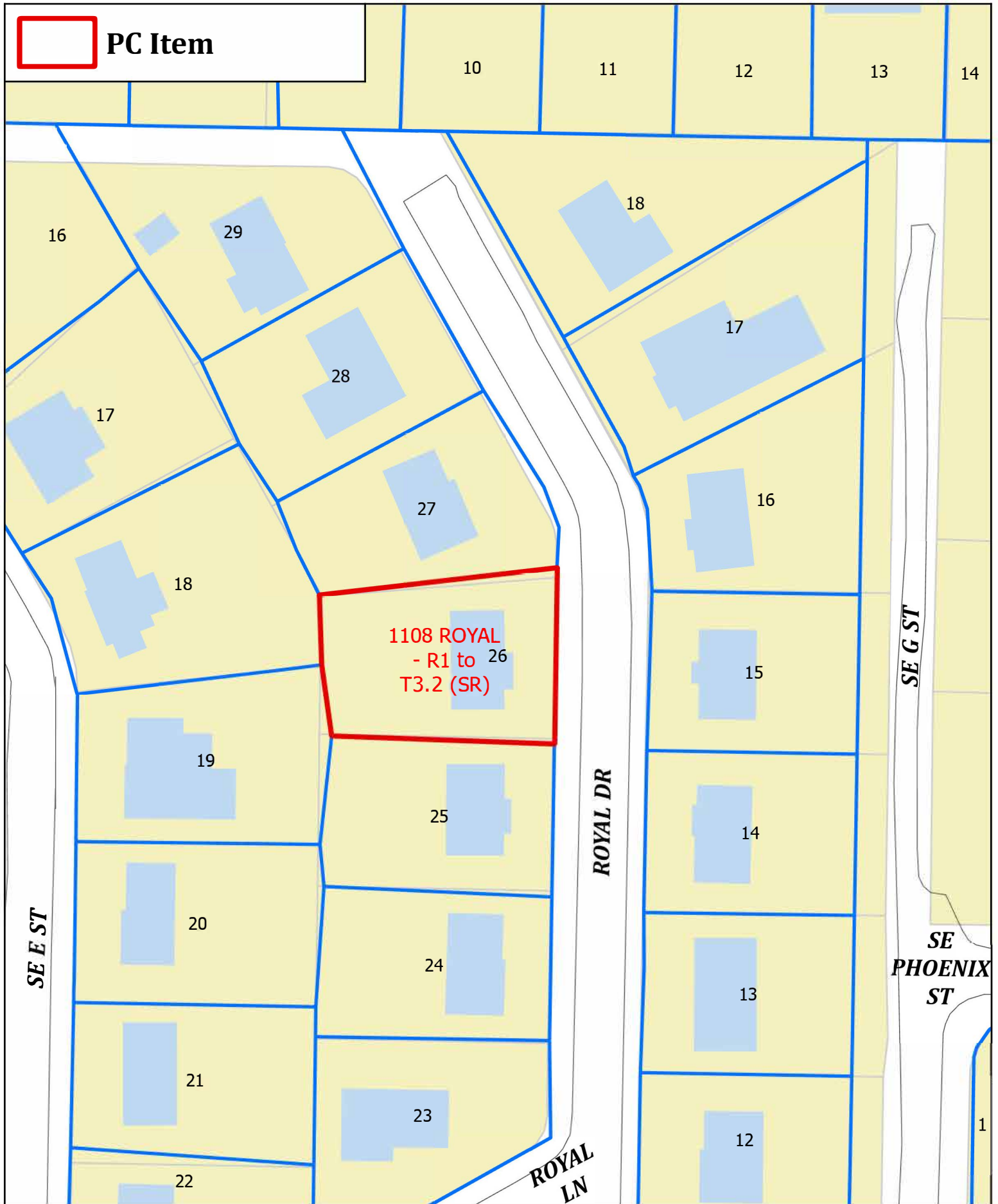
Staff recommends denial of the T4.1 request as a T3.1 or T3.2 zoning district is more appropriate.

Additional Details

No additional comments from BWU.



PC Item



RZ26-0032



Rezoning Narrative for 1108 Royal Dr, Bentonville, Arkansas

Owner/Applicant: SNUG Properties, LLC

Authorized Representatives: Courtney and Eduardo Pacheco, Owners/Members

Property Address: 1108 Royal Dr, Bentonville, AR 72712

Legal Description: Lot 26, Block 1, Royal Heights Addition, Bentonville, Benton County, Arkansas

Parcel Number: 01-04058-000

Lot Size: 0.26 acres (approximately 90 feet of frontage on Royal Dr by 134 feet of depth)

Current Zoning: R-1 (Suburban Single-Family)

Proposed Zoning: T3.2 Neighborhood Transition

1. Reason for the Rezoning Request

The intent of this rezoning request is to align the property's zoning designation with the form, character, and design standards that better fit the construction of a high-quality, single-family infill home on this established residential lot. The request to rezone from R-1 to T3.2 is not driven by a desire for higher density — the proposed use will remain a single-family home with an accessory dwelling unit (ADU) — but rather by a need for the more flexible form standards that the T3.2 district provides for traditional, walkable neighborhoods.

The existing R-1 (Suburban Single-Family) standards were drafted with suburban subdivision patterns in mind: deeper front setbacks, larger side setbacks, and form rules that produce homes set well back from the street with garage-forward facades. T3.2 (Neighborhood Transition), by contrast, was written to support the kind of street-facing, porch-fronted, pedestrian-scaled single-family homes that characterize Bentonville's most beloved older neighborhoods, while remaining a more conservative step than T4.1 Neighborhood General. T3.2's 15-foot minimum / 25-foot maximum front setback, 7-foot side setbacks, and form standards encouraging front porches and rear- or side-loaded garages will allow the proposed home to engage the street, respect neighborhood scale, and contribute positively to the public realm in a way that R-1 standards inadvertently discourage.

2. Consistency with the Future Land Use Map (FLUM)

The property's Future Land Use Map (FLUM) designation supports a neighborhood-scaled Transect District at this location. Under Table 2.1 Place Type Correlation with Zoning Districts in Article 50-2 of the Bentonville Community Code, T3.2 is a Standard Review zoning district within this Place Type, consistent with City Planning staff's recommendation following Planning Commission's review of this application.

The T3.2 form standards directly implement the Place Type's design intent: a fine-grained, walkable residential pattern with houses close to the street, porches, modest setbacks, side- or rear-loaded garages, and accessory units accommodated within the block. Reclassifying this parcel to T3.2 will bring its regulatory framework into closer alignment with the neighborhood pattern and the City's long-range vision, consistent with staff's guidance that a T3-series district is the more appropriate fit for this block at this time.

3. Impact on the Community and Infrastructure

The proposed development is a single-family home with an attached or detached two-car garage and a small accessory dwelling unit (ADU) above the garage, replacing the existing residence and shed on the site. The intended use is the same use that exists today: single-family residential. Accordingly, the impact on community and infrastructure is minimal:

- **Traffic.** A single-family home with an ADU generates a trip count consistent with existing R-1 use; no measurable increase in traffic on Royal Dr or surrounding streets is anticipated.
- **Utilities.** The property is already served by existing City water, sewer, and power. Connections will be reused or upsized as needed; no extension of mains is required. Any redevelopment will obtain proper approval from the Bentonville Water Department to ensure capacity.
- **Stormwater.** The site is well within the T3.2 impervious area cap of 80%, with ample room for grading and on-site stormwater management as required by the City Engineering Department.
- **Schools and services.** Because the use remains single-family residential, no incremental demand is placed on schools, emergency services, or solid-waste collection beyond what R-1 use already produces.
- **Construction-period impacts.** Demolition of the existing structures and construction of the new home will follow standard City permitting, dust- and erosion-control, and right-of-way protection requirements.

4. Compatibility with Surrounding Context

Royal Heights is an established residential block of one- and two-story homes generally in the 1,000–2,000 square foot range. The proposed project reflects that established pattern: per current architectural plans (SHM Architects, dated July 1, 2026), the main structure totals approximately 2,990 square feet across two stories, with a detached garage and an 850 square foot ADU above it — well within the Community Code's ADU cap of 1,000 square feet or 75% of the principal dwelling's floor area (2,243 square feet here), whichever is less. The combined footprint of the house and garage occupies roughly 27% of the lot, well below T3.2's 55% maximum building footprint standard.

5. Intensity of Requested Zoning

T3.2 sits one step below T4.1 Neighborhood General and one step above T3.1 Neighborhood Edge within the Neighborhood Transect category, representing an even more conservative, context-appropriate adjustment from R-1 than a higher-intensity district would provide. The district is explicitly designed for established single-family neighborhoods in transition, not for downtown-density redevelopment. The proposed use under T3.2 — one single-family home plus one ADU on a 0.26-acre lot — is fully consistent with the existing development pattern on the block and well below the maximum intensity the district allows. The change in zoning is one of form, not of land-use intensity.

6. Orderly Transition of Land Use

This rezoning supports an orderly transition of land use by applying form standards that match how the neighborhood is already being lived in and how the City's long-range plans envision it evolving. T3.2 is a measured, sympathetic step from R-1 toward a more pedestrian-oriented form, consistent with City Planning staff's recommendation following Planning Commission's review.

7. Circulation of People and Goods

The property is located approximately 1.2 miles from downtown Bentonville and is well connected to the City's street grid, sidewalks, and trail network. The T3.2 form standards (front porches, garages off the street, modest front setbacks) produce streetscapes that are more comfortable for walking and biking than typical suburban setbacks. Reclassification to T3.2 thus supports the City's multimodal transportation goals at the block scale, without altering vehicle trip counts.

8. Appropriate and Best Use of Land

Single-family residential is the appropriate and best use of this parcel. The requested rezoning does not change that use; it changes the regulatory framework so that the single-family use can be built in a form better suited to the neighborhood. Given the lot's established residential context, its proximity to downtown amenities and trails, and the existing utility infrastructure, T3.2 enables a use pattern that is economically efficient, environmentally responsible, and contextually appropriate.

9. Efficiency and Economy in the Development Process

Rezoning to T3.2 uses existing utilities, existing street access, and an existing developed lot; no new public investment is required to support the proposed development. Replacing the existing residence and shed with a new single-family home and ADU is an example of the kind of infill the City's plans actively encourage: reinvestment in already-served land that minimizes outward expansion of City services.

10. Adequate Public Utilities and Facilities

The property is fully served by existing City utilities, including water, sewer, electricity, gas, and telecommunications. Roadway access from Royal Dr is established. No additional public improvements are required to accommodate the proposed development under T3.2 standards. Any service upsizing (for example, a larger water service line for an ADU) will be coordinated with and approved by the appropriate City departments at the building-permit stage.

11. Standard Review Criteria

The parcel's FLUM Place Type designation supports Transect District zoning at this location, and T3.2 is classified as a Standard Review (SR) zoning district within this Place Type under Table 2.1 Place Type Correlation with Zoning Districts. Because T3.2 is a Transect District, Sec. 50-709(e)(1)(a)(1) of the Bentonville Community Code establishes two review criteria, addressed in turn below.

Criterion 1: Orderly transition of intensity from the center to the edge of the place type [Sec. 50-709(e)(1)(a)(1)(i)]. The Neighborhood Place Type is designed to accommodate a range of low- to moderate-intensity residential forms, transitioning gradually from higher-intensity Place Types toward the lower-intensity edges of the neighborhood. T3.2 sits near the lower-intensity end of the Transect spectrum within this Place Type — one step above T3.1, the lowest-intensity Transect District available — and is well suited to the edge condition this parcel represents: an established single-family block roughly 1.2 miles from downtown, bordered by similar single-family lots on all sides. Rezoning the parcel to T3.2 places it appropriately at the lower end of the Place Type's intensity spectrum, supporting an orderly gradient from more intensive Transect Districts closer to the center toward the established single-family fabric at the edge. The proposed development is one single-family home with one small accessory dwelling unit and reflects this edge-of-place-type intensity in practice.

Criterion 2: Within one (1) transect degree of the zoning of adjacent properties [Sec. 50-709(e)(1)(a)(1)(ii)]. The properties adjacent to 1108 Royal Dr are currently zoned R-1 (Suburban Single-

Family). R-1 is a legacy conventional district rather than a Transect District, so a literal degree-by-degree comparison is not directly available. The applicant respectfully submits that T3.2 nonetheless satisfies the intent of this criterion for the following reasons:

1. T3.2 sits close to the surrounding R-1 fabric in the Transect sequence, separated from R-1 by only the T3.1 Neighborhood Edge district. The permitted use under T3.2 in this application is a single-family home with one ADU — the same use already established on the adjacent R-1 properties.
2. The form differences between T3.2 and R-1 (front setback range, porch encouragement, side- or rear-loaded garages) are intentionally context-sensitive and produce a building envelope that is smaller and more street-engaged than R-1 would otherwise permit. The rezoning does not introduce intensity differences between the subject parcel and its neighbors; it produces a building form that better matches the established neighborhood than R-1 would.
3. The Future Land Use Map designates the parcel and the surrounding block for neighborhood-scaled residential form, signaling the City's long-range intent for this area to evolve toward the form standards that Transect Districts in this Place Type provide. City Planning staff has confirmed T3.2 as the recommended, Standard Review-eligible district for this location following Planning Commission's review of the application.

The application does not invoke any of the listed exceptions to the one-transect-degree rule (significant natural barriers, arterial separation, or a site under 600 feet deep abutting an arterial proposed for T5.1 or T5.2). Approval is sought on the basis that T3.2 is a close Transect-District analog to surrounding R-1 zoning and that the rezoning supports rather than disrupts the neighborhood's established pattern.

Additional applicability note [Sec. 50-709(e)(1)(b)]. The subject parcel is 0.26 acres, well below the forty (40)-acre threshold that would trigger Table 3.1 Zoning Mix for Subdivisions over 40 Acres. That criterion is therefore not applicable to this application.

12. Conclusion

Rezoning 1108 Royal Dr from R-1 to T3.2 is consistent with Bentonville's Future Land Use Map, the Place Type Correlation table in Article 50-2, and the City's broader goals for context-sensitive infill, walkable neighborhoods, and a diverse housing stock, as well as City Planning staff's recommendation following Planning Commission review. The request does not change the use of the property. It remains single-family residential, but it brings the form standards governing that use into alignment with how Bentonville actually wants its established neighborhood streets to look and function. This rezoning will allow a thoughtful, neighborhood-scaled custom home and small accessory dwelling unit to be built in a way that respects the character of Royal Heights and contributes positively to the surrounding community.

The applicant respectfully requests approval of this rezoning request.

Respectfully submitted,

Courtney and Eduardo Pacheco

Owners of Snug Properties LLC

1108 Royal Drive

Bentonville, AR 72712

[REDACTED]

[REDACTED]

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, SUBURBAN SINGLE-FAMILY TO T3.2,
NEIGHBORHOOD TRANSITION; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0032)**

WHEREAS, SNUG Properties, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, SUBURBAN SINGLE-FAMILY to T3.2, NEIGHBORHOOD TRANSITION to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 26, BLOCK 1, ROYAL HEIGHTS ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS, AS SHOWN ON THE RECORDED PLAT THEREOF.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2026 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, SUBURBAN SINGLE-FAMILY 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 R-1, SUBURBAN SINGLE-FAMILY 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 - STEM Lands, LLC - T5.1, Town Center Low to T5.2, Town Center High

607 SW F Street

PC Date: 7/21/2026

Staff Report Details

Project Number	(RZ26-0018)
Applicant / Current Owner	STEM Lands, LLC
Site Area	+/- [1.04] Acres
Current Zoning	T5.1, Town Center Low
Requested Zoning	T5.2, Town Center High
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	School: post-secondary
Related projects	CDP26-0001

Property Description

The subject property is located on SW F Street, a portion of the new STEM-U campus. This is the last parcel to seek a similar zone as the rest of the campus. The balance of the campus was rezoned with the adoption of the new UDC and zoning map. The adjacent properties are all within the Regional Center place type except for the properties to the north across SW 6th Street, which are Walkable Neighborhood place type. This rezone request is a standard review for the place type pursuant to Table 2.1 of the Bentonville Community Code.

Project Details

The applicant states that the purpose of this rezone is to achieve building height consistency across the entirety of the STEM campus.

Relationship to the Community Plan

Chapter 3 of the Community Plan sets forth the City's vision and guiding principles. The Guiding Principles are: Thoughtful Growth, Robust Economy, Welcoming and Diverse, The Bentonville Experience, and A

Relationship to the Community Plan

Great Place to Plant Roots.

The rezone is consistent with many principles of the community plan but primarily the Robust Economy principle in that the proposed educational facility will help:

- Raise the educational level of the workforce in the area,
- Provide an economic engine for "town and gown" opportunities: higher education schools serving as catalysts for research that transitions into local startup activity.
- Provide not only the jobs in the construction of the campus but also the higher level jobs needed to run the campus.

Public Comment

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

Analysis / Waivers

The following criteria is evaluated under standard review:

Orderly transition:

This rezone would present an orderly transition of intensity along the east / west axis in that the adjacent properties are already zoned T5.2 and this rezone would eliminate the dip in intensity. Along the north / south axis, the transition is orderly in that the adjacent property to the north is zoned T4.2, the next lower intensity zoning district.

Within 1 transect of adjacent zones:

The proposed rezone is within one transect of adjacent zones.

Conclusion

Staff recommends approval of the T5.2 rezone request.

Additional Details

No additional comments from BWU.



PC Item

SW F ST

SW F ST

SW 6TH ST

SW 6TH ST

SW E ST

T5.2

T5.1 to
T5.2
(SR)

T5.2

T4.1

R-1

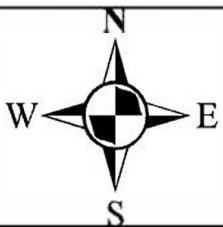
T4.1

T4.2

T4.1

T4.2

T5.2



RZ26-0018
T5.1 to T5.2
607 SW F ST



Rezone Request Narrative

DATE: June 22, 2026

TO: Bentonville Planning Commission

FROM: Shawn Cessna, P.E.

The subject property located at 607 SW F Street, otherwise known as Lot 13, Block 11, Gilmore's Addition is currently owned by STEM Lands, LLC. The property is current zones T5.1. The applicant is requesting rezoning to T5.2.

Reason for Request

The property is part of the redevelopment of the former Walmart Home Office and is planned to become a higher education institute focused on STEM disciplines. The requested rezoning to T5.2 is necessary to support the institutional campus program including building configurations and height required to deliver student housing and academic facilities in a cohesive and efficient manner. The request provides the flexibility need to accommodate the campus form while maintaining compatibility with the surrounding urban context.

Impact on the Community

The rezoning will positively impact the community by facilitating the establishment of a STEM-focused higher education campus that contributes to workforce development, innovation, and economic vitality. The institutional use will activate the site throughout the day and evening, contributing to safety, walkability, and long-term reinvestment in the area.

Standard or Enhanced Review Criteria

The property is Place Type: Regional Center based on on Future Land Use Map Category. Within City of Bentonville Community Code - Article 50-2: Table 2.1 Place Type Correlation with Zoning Districts, Regional Center with rezoning to T5.2 is Standard Review.

Future Land Use Map and Alignment Policy

The proposed rezoning is consistent with the City's Future Land Use Map and Alignment Policy. The site is identified within an area intended for higher-intensity mixed-use and institutional redevelopment consistent with its proximity to downtown Bentonville and other regional activity centers. The T5.2 designation aligns with the long-term vision for urban-scale development and supports the evolution of the area into a vibrant, walkable district.

Compatibility with Surrounding Context

The requested T5.2 zoning is compatible with nearby regional and city center zones as well as adjacent urban neighborhoods. The campus master plan incorporates building placement, streetscape design, and transition strategies that respect surrounding development patterns. Height and massing are being evaluated holistically to ensure appropriate transitions between differing intensities.

Intensity of the Zoning Requested

T5.2 zoning reflects the urban intensity appropriate for a centrally located institutional campus within a redeveloping mixed-use district. The requested designation allows the density and vertical

integration necessary to efficiently utilize the site while preserving open space, pedestrian connectivity, and high-quality urban design.

Orderly Transition of Land Use

The rezoning promotes an orderly progression of land use intensity consistent with the City's growth strategy. The transition from T5.1 to T5.2 represents a logical step within the broader redevelopment context and supports the City's objective of concentrating higher-intensity uses near established infrastructure and activity centers.

Circulation of People and Goods

The campus development plan establishes a structured and efficient circulation network designed to accommodate pedestrian, bicycle, transit, and vehicular movement. Internal streets, pedestrian pathways, and service access are organized to minimize conflicts and enhance overall mobility. The site's urban location supports multi-modal access and reduces reliance on single-occupancy vehicles.

Appropriate and Best Use of Land

Redevelopment of this historically significant site as a higher education campus represents an appropriate and forward-looking use of the property. The institutional program supports long-term community benefit, innovation, and educational advancement while honoring the legacy of the site.

Efficiency and Economy in the Development Process

Rezoning to T5.2 provides regulatory clarity and reduces the need for repeated entitlement modifications as the campus develops in phases. The designation supports a predictable and efficient development framework consistent with the City's planning goals.

Adequate Public Utilities and Facilities

The subject property is served by existing public utilities, including an 8-inch sanitary sewer line located along SW F Street and an 8-inch waterline along SW 6th Street. The surrounding infrastructure network is will need to be upgraded and these upgrades will be addressed through the standard development review process.

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF T5.1, TOWN CENTER LOW TO T5.2, TOWN
CENTER HIGH; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0018)**

WHEREAS, STEM Lands, 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 T5.1, TOWN CENTER LOW to T5.2, TOWN CENTER HIGH to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 13, BLOCK 11, GILMORE'S ADDITION TO THE CITY OF BENTONVILLE,
BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD 2012, PAGE 21.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held July 21, 2026 in the Council Chambers of the City of Bentonville;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of T5.1, TOWN CENTER LOW to T5.2, TOWN CENTER HIGH.

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 T5.1, TOWN CENTER LOW to T5.2, TOWN CENTER HIGH 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