



**Combined
Committee of the Whole
& City Council
Meeting Agenda
August 11, 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 August 11, 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 28, 2026

I. Committee of the Whole

1. **Quarterly Financial Update** **Informational**
2. **2025 Financial Audit** **Informational**
Submission of the 2025 financial audit to Council.
3. **Update on Water System Performance** **Informational**
Update on IDIQ contractor progress and our purchase of water.
4. **RFP for Commercial Real Estate, Brokerage, Transaction, and Business Recruitment Services** **Informational**
A discussion on the potential for a Request for Proposals to hire a qualified firm to assist in commercial real estate activities for the City of Bentonville.
5. **Bus Stop Installation Status** **Informational**
6. **Flock Camera Update** **Informational**
7. **Consent Agenda Discussion** **Informational**

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

1. **July 2026 Commercial Landscape Award - 200 East Central Avenue** **Landscape Award**
Recognition by City Council of the landscaping of commercial property at 200 East Central Avenue. The property was selected by the Tree & Landscape Advisory Committee and is the July 2026 Commercial Landscaping of the Month award winner.
2. **July 2026 Residential Landscape Award - 1700 Mystic Avenue** **Landscape Award**
Recognition by City Council of the landscaping of residential property at 1700 Mystic Avenue. The property was selected by the Tree & Landscape Advisory Committee and is the July 2026 Residential Landscaping of the Month award winner.
3. **Ordinance Amending the Property Maintenance Regulations** **Ordinance***
An Ordinance amending the property maintenance code to allow for clearly delineated, managed landscape areas and other purposes. No budget adjustment is needed.
4. **Public Hearing and Ordinance Vacating a Right of Way and Establishing a Drainage Easement (VAC26-0034)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

Public Hearing and approval of an Ordinance vacating a Right of Way Vacation located at Lot 13, Block 11 and Block 14 of Gilmore's Addition (VAC26-0034) and establishing a Drainage Easement.
5. **Public Hearing and Ordinance Vacating an Access Easement (VAC26-0036)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

- Public Hearing and approval of an Ordinance vacating an Access Easement Vacation located between Lot 50A and 5A of Hanover Subdivision Phase 1 (VAC26-0036).
6. **Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0039)** **Ordinance***
- The Planning Commission voted 6-0, recommending approval.
- Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 1 of Baker's Park Addition (VAC26-0039).
7. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0037)** **Resolution**
- Approve Resolution to set Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lots 12, 13, 14 & 15, Block 9 of Gilmore's Addition (VAC26-0037).
8. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0038)** **Resolution**
- Approve Resolution to set Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lot 2, Block 4 of Dunn & Davis Addition (VAC26-0038).
9. **Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0040)** **Resolution**
- Approve Resolution to set a Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lot 3, Block 4 of Dunn & Davis Addition (VAC26-0040).
10. **Resolution Accepting Design Excellence Grant for Parks Master Plan** **Resolution**
- A Resolution authorizing the Mayor and City Clerk to accept a \$20,000.00 Design Excellence Grant from the Walton Family Foundation for the Parks and Recreation Master Plan Project. A budget adjustment is needed.
11. **Resolution to Amend Contract with Crafton Tull for Phillips Park Construction Administration** **Resolution**
- A Resolution amending the agreement with Crafton Tull & Associates, Inc. for Phillips Park, adding construction administration services, in the amount of \$48,976.00. No budget adjustment is needed.
12. **Resolution to Award Bid to SWX Construction for Phillips Park North Restroom** **Resolution**
- A Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWX Construction, in the amount of \$539,686.37, with a 10% contingency of \$53,968.63 for a total not to exceed \$593,655.00, for the construction of the Phillips Park North Restroom Pavilion project. No budget adjustment is needed.
13. **Resolution to Purchase a Dump Truck and Upfit Equipment to RTC Lowell** **Resolution**
- Resolution to purchase a New 2026 International HV507 Cab and Chassis with upfit dump body and winter weather equipment to RTC Lowell using Sourcewell Awarded Contract # 032824-NVS, Proposal Number 4388 in the amount of \$339,653.34. No budget adjustment is needed.

14. **Resolution Authorizing Acceptance of the Walton Family Foundation Grant** **Resolution**

A Resolution authorizing acceptance of a Walton Family Foundation grant in the amount of \$700,000.00 to evaluate adaptive AI-based traffic signal technologies. A budget adjustment is needed to recognize and appropriate grant funds.

15. **Resolution Approving an Amendment to the Airport Mowing Contract** **Resolution**

A Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Luttrell Enterprises for additional airport finish mowing services, increasing the contract price by \$362.65 per mowing cycle. No budget adjustment is needed.

III. Utility Board

1. **Resolution to Enter into an Agreement with Garver, LLC for Water System Pressure Management Analysis** **Resolution**

Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC for a Pressure Management Analysis of the City's water distribution system in the amount of \$91,881.00. Garver, LLC was selected following the City's standard selection process for the procurement of professional services in accordance with state law (SOQ-26-17). Utility Board Approved 4-0. No budget adjustment is needed.

IV. Planning

1. **Planned Unit Development - Laurel Canyon PUD Amendment - 902, 904, 906, 908, and 1002 SE 3rd St (PUD25-0002)** **Ordinance***

The Planning Commission voted 6-0, recommending approval.

An Ordinance Amending Ord 2026-36; And For Other Purposes.

2. **Rezoning - Atkins - R-1, Suburban Single-Family to T3.1, Neighborhood Edge - 403 NW 7th Street (RZ26-0037)** **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 T3.1, Neighborhood Edge; And For Other Purposes.

3. **Rezoning - Pinnacle Buttes Properties, LLC - R-1, Suburban Single-Family to T3.2, Neighborhood Transition - 204 Lake Street (RZ26-0038)** **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.

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:	8/11/2026	Submitted By:	Patrick Johndrow
Phone:	479-271-6781	For Department(s):	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	2025 Financial Audit
Action Recommendation & Justification:	Submission of the 2025 financial audit to Council.
Additional Comments for Consideration (Optional):	The City's 2025 financial statements have been audited by Forvis Mazars, LLP. They have issued an unmodified opinion that the financial statements represent the position of the City fairly, in all material respects.
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

City of Bentonville, Arkansas

Annual Comprehensive Financial Report

For the Year Ended December 31, 2025



Prepared by:
Patrick Johndrow
Finance Director

Visit our web site at: www.bentonvillear.com

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City of Bentonville, Arkansas

December 31, 2025

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City of Bentonville, Arkansas

December 31, 2025

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City of Bentonville, Arkansas

December 31, 2025

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Introductory Section

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City of Bentonville, Arkansas
Finance and Accounting Department
1000 SW 14th St – Bentonville, Arkansas 72712
Phone (479)-271-3100 – Fax (479) 271-5913

To the Citizens of the City of Bentonville, Honorable Mayor and Members of the City Council:

The Annual Comprehensive Financial Report of the City of Bentonville, Arkansas (the City) for the year ended December 31, 2025, is submitted in accordance with state statutes. These statutes require that every general-purpose local government publish at the close of each fiscal year a complete set of audited financial statements.

This report consists of management's representations concerning the finances of the City of Bentonville. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City's comprehensive framework of internal controls has been designed to provide reasonable assurance, rather than absolute, that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The City of Bentonville's financial statements have been audited by Forvis Mazars, LLP, a firm of licensed independent certified public accountants. The independent auditor concluded, based upon the audit, that there was a reasonable basis for rendering unmodified opinions on the financial statements of the governmental activities, business-type activities, each major fund and aggregate remaining fund information that collectively comprise the City of Bentonville's basic financial statements as of and for the fiscal year ended December 31, 2025. The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative overview and analysis of the basic financial statements. It is our intention that the MD&A complements this letter of transmittal and should be read in conjunction with it.

Profile of the Government

The City of Bentonville was incorporated in 1837 and is located in the northwest corner of the State of Arkansas. The City currently occupies a land area of approximately 31.5 square miles. The City's population is estimated to be 63,057 as of July 1, 2025, according to the U.S. Census Bureau. According to population projections utilized in the City's Future Land Use Plan, it is estimated that Bentonville's population could grow to 161,900 by the year 2050.

The City is empowered to levy property tax on both real and personal properties located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which occurs periodically, when deemed appropriate by the City Council.

The City of Bentonville is operated under the Mayor-Council form of government. The Mayor is elected by the Citizens of Bentonville to a four year term. The Mayor serves as the chief executive of the city, presides over City Council meetings and has the ability to vote on City Council items in the event of a tie. The City Council is made up of two members from each ward (eight total members) within the City and are elected for four-year terms. The City Council has the ability to enact laws (ordinances) for the health, safety and welfare of the city not in conflict with the United States constitution or the constitution of the State of Arkansas.

The legal level of budgetary control is maintained at the fund level for all funds. However, management control is maintained at the department level. Departments may transfer resources within the same budget category as they see fit. Expenditures greater than budgeted amounts must be approved by the City Council by voting to amend the budget. Budgets are annually appropriated for the general, debt service, street, impact/capcity and federal grants funds.

The City of Bentonville provides a full range of services including police, fire, emergency ambulance service, library, parks and recreation, water, sewer, electric, traffic engineering, construction and maintenance of streets, community development (planning and zoning) and economic development.

The financial reporting entity (the government) includes all funds of the primary government.

Factors Affecting Financial Condition

Local Economy. The City of Bentonville historically benefits from low unemployment rates. There are several major industries in the City, with Wal-Mart and Sam's Club headquarters in Bentonville. The City is also home to Northwest Arkansas Community College. These employers draw their workforce from a population of more than 620,000 within the Fayetteville-Springdale-Rogers MSA (metropolitan statistical area) of which Bentonville is a part. Other major employers also located in the Fayetteville-Springdale-Rogers MSA include Tyson's Foods, J.B. Hunt Transport, and the University of Arkansas.

Relevant Financial Policies. The City's accounting records for general government activities are maintained on a modified accrual basis, with revenues being recorded when available and measurable, and expenditures being recorded when the services or goods are received, and the liabilities are incurred. Accounting records for the City's electric, water and sewer utility and other proprietary activities are maintained on an accrual basis. The annual budget serves as the foundation for the City of Bentonville, Arkansas' financial planning and control. The annual budget for all funds for the following year is prepared each year by the Mayor and Department Heads and is submitted to City Council for review and approval before the end of the current year. Budget to actual comparisons are provided in this report for each individual governmental fund for which an appropriated annual budget has been adopted, which includes the General Fund, Street fund, Debt Service fund, Impact/Capacity Fees fund, and Federal Grant fund.

Long-term Financial Planning. During the annual budgeting process, the City evaluates long-term capital requirements and projected conditions in the local economy. The City is constantly monitoring the current economic conditions and will adjust the annual budget accordingly.

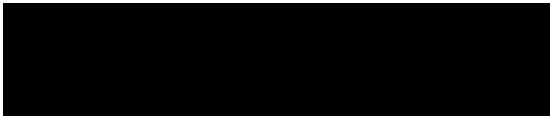
Awards and Acknowledgements

Awards: The Government Finance Officers Association (GFOA) awarded a Distinguished Budget Presentation Award to the City of Bentonville, Arkansas for its budget document prepared for the budget year ended December 31, 2025. The City of Bentonville has earned this award for 26 consecutive years. The GFOA awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Bentonville for its Annual Comprehensive Financial Report for the fiscal year ended December 31, 2024. In order to be awarded a Certificate of Achievement, the City published an easily readable and efficiently organized Annual Comprehensive Financial Report. This report satisfied both GAAP and applicable legal requirements.

A Certificate of Achievement is valid for a period of one (1)-year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements and are submitting it to GFOA to determine its eligibility for another certificate.

Acknowledgements: This report and the information contained therein would not have been possible without the help of the all the departments within the City of Bentonville that provided information presented. We would also like to express our appreciation to the Mayor and City Council for their interest and support in the responsible planning and conducting of the financial operations of the City.

Respectively submitted,



Patrick Johndrow
Finance Director

June 18, 2026



Government Finance Officers Association

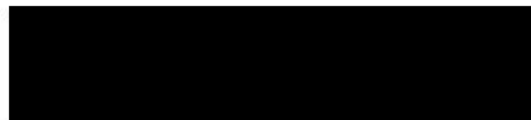
Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Bentonville
Arkansas**

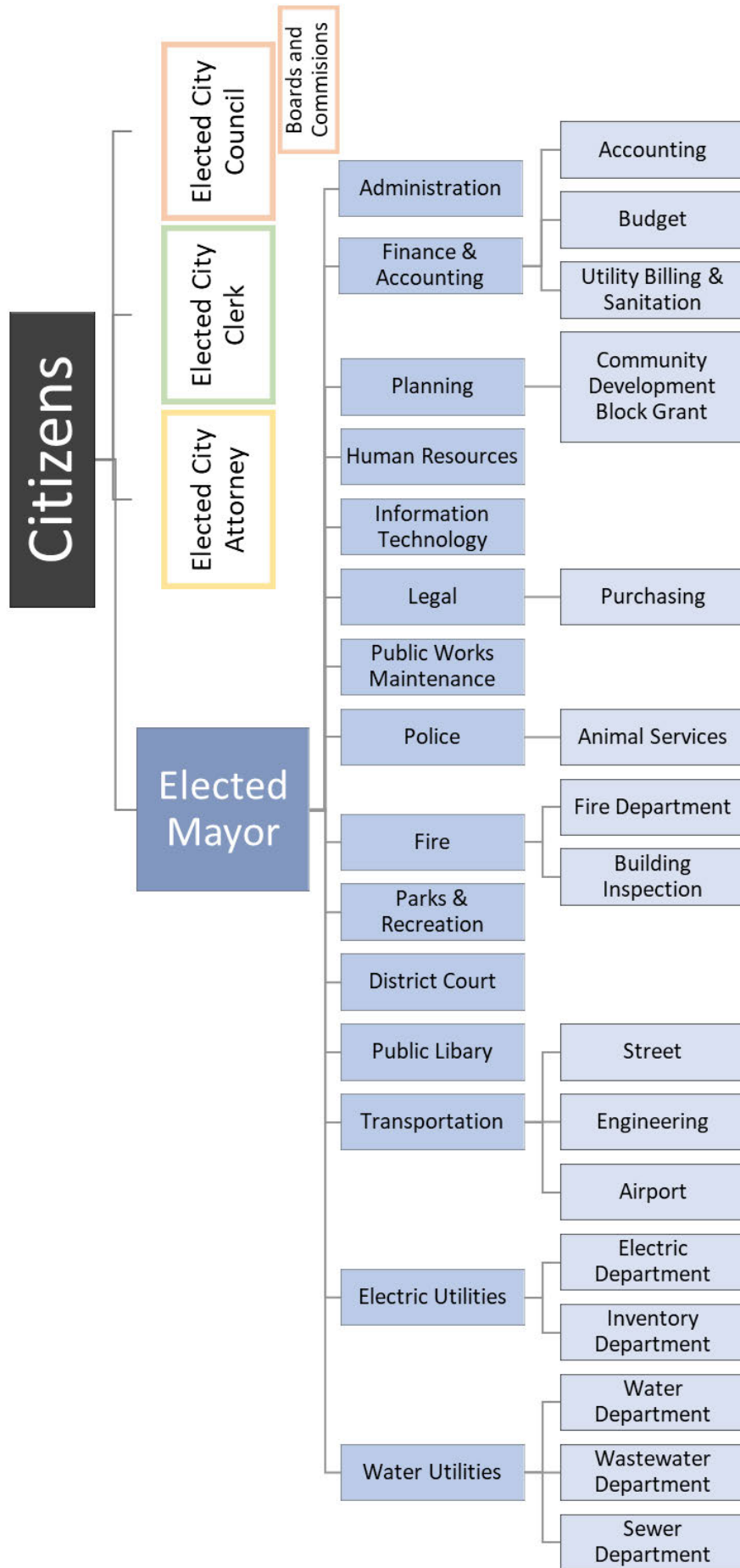
For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

December 31, 2024



Executive Director/CEO

City of Bentonville Organizational Chart



City of Bentonville, Arkansas
List of Elected and Appointed Officials

Stephanie Orman
Mayor

Name	Ward	Position
Beckie Seba	1	1
Vacant	1	2
Cindy Acree	2	1
Chris Sooter	2	2
Aubrey Patterson	3	1
Bill Burckart	3	2
Octavio Sanchez	4	1
Holly Hook	4	2
Bonnie Bridges, City Attorney		
David Bailey, City Attorney		
Malorie Marrs, City Clerk		

Financial Section

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Independent Auditor's Report

The Honorable Mayor and Members of the City Council
City of Bentonville, Arkansas

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Bentonville, Arkansas (City), as of and for the year ended December 31, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of December 31, 2025, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events considered in the aggregate that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison, pension, and other postemployment benefit information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual fund financial statements and schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

The Honorable Mayor and Members of the City Council
City of Bentonville, Arkansas

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.



Rogers, Arkansas
June 18, 2026

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City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

As management of the City of Bentonville (the City), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities for the fiscal year ended December 31, 2025. The information contained in this MD&A should be considered in conjunction with our letter of transmittal at the front of this report and the information contained in the Independent Auditor's Reports, Financial Statements and Supplementary Information.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by \$1,025,494,689.
- As of the close of the current fiscal year, the City of Bentonville's governmental funds reported combined ending fund balances of \$246,757,779.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$119,597,168 which is 92% of total general fund expenditures.
- The City's total bond related debt increased by \$61,153,962 or 66% during 2025 which is discussed in the *Long-term Debt* section of this document.
- The City had general revenues of \$114,849,016, grants and contribution revenue of \$68,353,596, charges for services of \$169,207,530 and program expenses of \$248,880,373 for the year ended December 31, 2025.
- The City's capital additions for the year, including outlays in the enterprise fund and developer contributions, were \$127,557,950.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business. The *statement of net position* presents information on all of the City's assets, liabilities, and deferred inflows/outflows of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

The *statement of activities* presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, [REDACTED] of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

The government-wide financial statements are divided into two categories, governmental and business-type activities. The governmental activities of the City include General Government, Administrative Services, Police, Fire, Public Works, Community Development, Library and Parks. The business-type activities of the City include Electric, Water, Wastewater, Sanitation and related support departments which comprise the Utility Fund.

The government-wide financial statements can be found on pages 13–15 of this report.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources which have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into two categories: governmental funds and proprietary funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City maintains seven individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, the street fund, the capital projects fund, and the debt service fund which are considered to be major funds. Data from the other three governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this [REDACTED]

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

The basic governmental fund financial statements can be found on pages 16–19 of this report.

Proprietary Funds

The City maintains one type of proprietary fund. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its electric, water, wastewater and sanitation operations.

Proprietary funds, in general, charge customers for services provided. Like the government-wide financial statements, proprietary fund financial statements are presented using a long-term financial accounting approach and the full accrual basis of accounting. Additional information is provided in the proprietary funds' statement of cash flows.

The basic proprietary fund financial statements can be found on pages 20–25 of this report.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 27–66 of this report.

Other Information

In addition to the basic financial statements and accompanying notes, this report also presents required supplementary information concerning the City's budget to actual analysis for the general fund, street fund and the City's federal grant fund as well as the progress in funding its obligation to provide pension and other postemployment benefits (OPEB) to its employees. Required supplementary information can be found on pages 67–69 of this report.

The combining schedules referred to earlier in connection with nonmajor governmental funds are presented immediately following the required supplementary information on budget information, pensions and OPEB. Combining and individual fund statements and schedules can be found on pages 83–89 of this report.

GOVERNMENT-WIDE ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$1,025,494,689 at the close of the most recent fiscal year.

By far the largest portion of the City's net position (80%) is its investment in capital assets (e.g., land, buildings, machinery and equipment); less any related outstanding debt used to acquire those assets. These capital assets are used to provide services to citizens; consequently, these assets are not available for future spending.

City of Bentonville, Arkansas
Management's Discussion and Analysis
██████████ **31, 2025**

Net Position

	Governmental Activities		Business-type Activities		Total	
	2025	2024	2025	2024	2025	2024
Current and other assets	\$ 297,888,273	\$ 234,160,026	\$ 99,274,773	\$ 82,908,952	\$ 397,163,046	\$ 317,068,978
Capital assets	567,025,300	494,378,334	337,854,372	316,898,707	904,879,672	811,277,041
Total assets	864,913,573	728,538,360	437,129,145	399,807,659	1,302,042,718	1,128,346,019
Total deferred outflows of resources	15,374,094	18,802,137	2,062,494	3,361,135	17,436,588	22,163,272
Long-term liabilities	200,778,576	153,457,770	34,253,360	25,250,351	235,031,936	178,708,121
Other liabilities	31,608,279	30,899,464	18,647,754	13,746,840	50,256,033	44,646,304
Total liabilities	232,386,855	184,357,234	52,901,114	38,997,191	285,287,969	223,354,425
Total deferred inflows of resources	7,228,947	4,299,256	1,467,701	890,690	8,696,648	5,189,946
Net position:						
Net investment in capital assets	501,941,531	443,943,355	317,667,636	314,071,877	819,609,167	758,015,232
Restricted	44,032,520	42,475,960	1,825,792	1,967,235	45,858,312	44,443,195
Unrestricted	94,697,814	72,264,692	65,329,396	47,241,801	160,027,210	119,506,493
Total net position	\$ 640,671,865	\$ 558,684,007	\$ 384,822,824	\$ 363,280,913	\$ 1,025,494,689	\$ 921,964,920

An additional portion of the City's net position (4.47%) represents resources that are subject to external restrictions on how they may be used. The remaining balance of *unrestricted net position* \$160,027,210 may be used to meet the City's ongoing obligations to citizens and creditors.

As a result of current year operations, total net position of the City increased by \$103,529,769 which is consistent with the increase in fiscal year 2024. The City continues to benefit from developer-funded infrastructure projects and capital contributions. Capital assets net of accumulated depreciation increased \$93,602,631. The major capital asset events contributing to this increase are discussed in the *Capital Assets* section of this document. Restricted net position increased by \$1,415,117 primarily due to the receipt of restricted grants.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2025	2024	2025	2024	2025	2024
Revenues:						
Program revenues:						
Charges for services	\$ 17,266,928	\$ 12,701,635	\$ 151,940,602	\$ 130,682,888	\$ 169,207,530	\$ 143,384,523
Operating grants and contributions	50,156,431	12,375,291	2,686,418	101,015	52,842,849	12,476,306
Capital grants and contributions	7,641,744	37,080,417	7,869,003	8,827,727	15,510,747	45,908,144
General revenues:						
Property taxes	16,333,070	13,801,494	-	-	16,333,070	13,801,494
Sales taxes	67,985,531	69,363,687	-	-	67,985,531	69,363,687
State turnback	7,043,828	6,750,189	-	-	7,043,828	6,750,189
Impact Fees	-	2,461,928	-	-	-	2,461,928
Franchise fees	7,507,136	6,499,636	-	-	7,507,136	6,499,636
Investment income (loss)	8,391,282	9,752,145	1,964,324	1,913,835	10,355,606	11,665,980
Gain (loss) on sale of capital assets	-	(1,109,559)	61,000	122,614	61,000	(986,945)
Grants not restricted to specific programs	126,014	-	-	-	126,014	-
Other	4,744,678	2,292,816	692,153	97,957	5,436,831	2,390,773
Transfers	(829,376)	(7,373,286)	829,376	7,373,286	-	-
Total revenues	<u>186,367,266</u>	<u>164,596,393</u>	<u>166,042,876</u>	<u>149,119,322</u>	<u>352,410,142</u>	<u>313,715,715</u>
Expenses:						
General government	15,147,058	20,628,670	-	-	15,147,058	20,628,670
Public safety	45,225,977	53,444,341	-	-	45,225,977	53,444,341
Recreation	20,260,043	16,692,535	-	-	20,260,043	16,692,535
Street department	16,059,799	4,717,661	-	-	16,059,799	4,717,661
Library	3,407,113	2,569,375	-	-	3,407,113	2,569,375
CDBG	42,369	30,378	-	-	42,369	30,378
Interest expense on long-term debt	4,237,049	3,657,173	-	-	4,237,049	3,657,173
Electric	-	-	91,303,405	77,315,647	91,303,405	77,315,647
Water	-	-	35,528,337	24,877,297	35,528,337	24,877,297
Wastewater	-	-	5,159,542	11,748,793	5,159,542	11,748,793
Sanitation	-	-	7,607,019	7,411,693	7,607,019	7,411,693
Support	-	-	4,902,662	5,880,824	4,902,662	5,880,824
Total expenses:	<u>104,379,408</u>	<u>101,740,133</u>	<u>144,500,965</u>	<u>127,234,254</u>	<u>248,880,373</u>	<u>228,974,387</u>
Increase in net position	81,987,858	62,856,260	21,541,911	21,885,068	103,529,769	84,741,328
Net position - beginning of the year,	<u>558,684,007</u>	<u>495,827,747</u>	<u>363,280,913</u>	<u>341,395,845</u>	<u>921,964,920</u>	<u>837,223,592</u>
Net position - end of the year	<u>\$ 640,671,865</u>	<u>\$ 558,684,007</u>	<u>\$ 384,822,824</u>	<u>\$ 363,280,913</u>	<u>\$ 1,025,494,689</u>	<u>\$ 921,964,920</u>

Governmental Activities

Governmental activities increased the City's net position by \$81,987,858, thereby accounting for 79% of the total growth in the net position of the City. The 2025 increase is \$19.1 million more than in 2024 primarily due to an increase in operating grants. The increase in operating grants is mainly attributable to various grants provided by the Walton Family Foundation for various projects throughout the City. Additionally, the year-over-year fluctuation between general revenues and charges for services is primarily attributable to a reclassification of impact fee revenue in fiscal year 2025. In fiscal year 2024, impact fees were reported as part of general revenues. In fiscal year 2025, management evaluated the nature of these revenues and determined they are more appropriately presented as charges for services, as they are directly associated with specific development-related activities. As a result of this reclassification, charges for services increased in fiscal year 2025, while general revenues decreased by a corresponding amount. This change in presentation does not impact total revenues or the overall change in net position.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

Business-type Activities

Business-type activities increased the City's net position by \$21,541,911, accounting for 21% of the total growth in the City's net position. The change in net position decreased by approximately \$0.3 million in fiscal year 2025 compared to fiscal year 2024. This variance is primarily attributable to increased operating expenses, partially offset by higher charges for services. During fiscal year 2025, the City incurred significant expenditures related to water leak repairs, which were determined to be non-capitalizable and therefore expensed as incurred, contributing to the overall increase in expenses. To help recover these additional costs, the City implemented a water rate increase in April 2025. This rate adjustment resulted in higher charges for services during the year.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

Governmental Funds

The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, *fund balance* may serve as a useful measure of a government's net resources available for spending for program purposes at the end of the fiscal year.

General Fund

The general fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the general fund was \$119,597,168, while total fund balances reached \$125,209,625. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balances and total fund balances to total fund expenditures. [REDACTED] fund balances represent 92% of total general fund expenditures, while total fund balances represent 96% of that same amount.

The fund balances of the City's general fund increased \$12,994,871 during the current fiscal year, an increase of \$6,551,545 from fiscal year 2024 which was primarily driven by an increase in revenues of \$24,638,717, partially offset by an increase in expenditures of \$21,932,276. The increase in revenues was primarily driven by an increase in grant revenues due to various local grant agreements for projects throughout the City funded by the Walton Family Foundation, as well as federal funding related to the 2024 tornado response. There was also an overall increase in expenditures due primarily to increase in capital outlays, spending of grant funds for specified projects, and general government due to additional expenditures in response to the tornado.

Street Fund

The City's street fund had a total fund balance of \$15,718,020 of which \$547 is nonspendable and the remaining balance is restricted to fund street capital and maintenance projects. The net increase in fund balance during the current year in the street fund was \$4,376,137. The fund balance increase is primarily due to a decrease in grant related capital project expenditures that was only partially offset by a decrease in grant funding.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

Capital Project Fund

The City's capital project fund had a total fund balance of \$84,532,841 all of which is restricted and available to fund capital projects that meet the requirements of the Series 2021 Sales and Use Tax Refunding and Improvement Bonds, Series 2023 Sales and Use Tax Bonds, and Series 2025 Sales and Use Tax Bonds. The net increase in fund balance during the current year in the capital project fund was \$40,014,251 and is primarily the result of issuing debt of \$65.9 million in 2025, of which the Capital Project fund received \$63.8 in bond proceeds that was partially offset by spending of bond proceeds in the amount of \$27,576,361 on capital improvements.

Debt Service Fund

The City's debt service fund had a total fund balance of \$11,940,726, which is restricted for debt service. The net increase in fund balance during the current year in the debt service fund was 1,315,653 due to the issuance of Series 2025 Sales and Use Tax Bonds, offset by a slight decrease in sales tax revenues and regularly scheduled debt service payments.

Proprietary Funds

Enterprise Fund

Unrestricted net position of the enterprise fund at the end of the year was \$65,329,396. The total growth in net position of the enterprise fund was \$21,541,911. Operating revenues of the enterprise fund increased 17.0% to \$152,005,390 and the operating expenses increased 13.0% to \$143,254,141. Other factors concerning the finances of the enterprise fund have already been discussed in the City's business-type activities.

General Fund Budgetary Highlights

Original Budget as Compared to the Final Budget

During the 2025 fiscal year, the original budget expenditures of the general fund was amended primarily to budget for more capital projects and other costs not previously in the budget. Budgeted revenues for the general fund were amended primarily for an increase in grant funds of approximately \$86.0 million of which approximately \$49.8 received during the year. The most significant amendments were for a budget adjustment of \$108 million for construction projects.

Actual Results as Compared to the Final Budget

Variances between the actual revenues and expenditures and the general fund's final budget were fairly significant. The final amended budget projected a \$22,568,621 decrease in general fund balance while the actual resulted in a fund balance increase of \$12,994,871. The primary factors in the variances can be briefly summarized as follows:

- *Property tax* revenue was \$10,718,518, while the final budgeted amount was \$10,906,431. The decrease in revenues from the budgeted amount of \$187,913.
- *Sales tax* revenue was \$47,879,897, while the final budgeted amount was \$52,629,005. The decrease in revenues from the budgeted amount of \$4,749,108 can be attributed to an increase in sales tax rebates related to ongoing construction projects in the City.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

- *Charges for services* revenue was \$9,552,410, while the final budgeted amount was \$8,658,495. The increase in revenues over the budget \$893,915 can be attributed to an unforeseen increase in ambulance charges and billed services related to special events.
- *Grants* revenue was \$49,848,420, while the final budgeted amount was \$87,212,883. The decrease in revenues from the budgeted amount of \$37,364,463 can be attributed to grants that were budgeted in 2025 but were not earned during the year.
- *Contributions* revenue was \$2,186,201, while the final budgeted amount was \$4,017,102. The decrease in revenues from the budgeted amount of \$1,830,901 can be attributed to contributions that were budgeted in 2025 but were not received during the year.
- *Capital outlay* expenditure was \$62,293,494, while the final budgeted amount was \$119,004,288. The decrease in expenditures from the amount budgeted of \$56,710,794 can be attributed to various budgeted capital outlay projects that were not completed in 2025 due to time constraints or planned multi-year projects.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2025, the City's investment in capital assets for its governmental and business-type activities was \$904,879,672 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, machinery and equipment, and streets.

Major capital asset events during the current fiscal year include the following:

- Capital expenditures of \$98.7 million were made for a variety of street construction projects primarily for the widening and expansion of existing streets. In addition, \$3.4 million of streets, drainage and sidewalks constructed by developers were contributed to the City to own and maintain.
- Capital expenditures for additions and improvements for the City's water system, sewer system and electric system were \$31.6 million. In addition, \$4.5 million in electric, water and sewer lines were contributed by developers to the City.
- Capital expenditures for furniture, fixtures and equipment city wide totaled \$12.1 million due to additional equipment needs throughout the city.

Additional information regarding capital assets can be found on pages 38–42 of this report.

Long-term Debt

The City had \$153,833,546 in revenue bonds payable outstanding as of December 31, 2025, which is an increase of \$61,153,962 from the previous year. The increase was due to the issuance of \$65.9 million in Series 2025 Sales and Use Tax Bonds offset partially by regularly schedule debt service payments.

Additional information regarding long-term debt can be found at pages 42–46 of this report.

City of Bentonville, Arkansas

Management's Discussion and Analysis

December 31, 2025

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The unemployment rate for the metropolitan area of Northwest Arkansas (of which Bentonville is a part) is currently 3.20%. This compares favorably to the state average unemployment rate of 4.3% and national average unemployment rate of 4.4%.
- The City's population growth has averaged about 6% annually and according to the most recent census the population is 63,057. Impact and capacity fees, an additional one cent sales tax for capital improvements and slight increases in utility rates are in place to meet the financial demands caused by this population growth.
- The General Fund adopted operating budget for 2026 was \$88 million which was a \$5.4 million increase from the 2025 budget.
- The City-Wide operating budget for 2026 was \$278 million which was a \$25.3 million increase from the 2025 budget.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

The financial report is designed to provide a general overview of the City's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Director of Finance; 1000 SW 14th Street; Bentonville, Arkansas 72712.

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Basic Financial Statements

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City of Bentonville, Arkansas
Statement of Net Position
December 31, 2025

	Primary Government		
	Governmental Activities	Business-type Activities	Total
Assets			
Current Assets			
Cash and cash equivalents	\$ 167,754,729	\$ 62,888,924	\$ 230,643,653
Investments	699	499	1,198
Restricted cash and cash equivalents	97,970,642	1,825,792	99,796,434
Receivable			
Customer accounts, net of allowance for uncollectible accounts of \$493,000	-	20,311,299	20,311,299
Property taxes, net of allowance for uncollectibles of \$842,041	16,859,722	-	16,859,722
Grants and other	5,051,342	-	5,051,342
Internal balances	(149,407)	149,407	-
Inventories	-	13,977,210	13,977,210
Prepaid items	1,208,198	121,642	1,329,840
Total current assets	<u>288,695,925</u>	<u>99,274,773</u>	<u>387,970,698</u>
Noncurrent Assets			
Restricted assets			
Sales taxes receivable	5,522,937	-	5,522,937
Total restricted assets	<u>5,522,937</u>	<u>-</u>	<u>5,522,937</u>
Net pension asset	3,669,411	-	3,669,411
Capital assets - non-depreciable	132,696,853	38,616,311	171,313,164
Capital assets - depreciable, net	434,328,447	299,238,061	733,566,508
Total pension and capital assets, net	<u>570,694,711</u>	<u>337,854,372</u>	<u>908,549,083</u>
Total noncurrent assets	<u>576,217,648</u>	<u>337,854,372</u>	<u>914,072,020</u>
Total assets	<u>864,913,573</u>	<u>437,129,145</u>	<u>1,302,042,718</u>
Deferred Outflows of Resources			
Deferred outflows - pensions	7,318,710	812,312	8,131,022
Deferred outflows - OPEB	2,054,071	374,944	2,429,015
Deferred outflows - pension contributions	6,001,313	875,238	6,876,551
Total deferred outflows of resources	<u>15,374,094</u>	<u>2,062,494</u>	<u>17,436,588</u>

City of Bentonville, Arkansas
Statement of Net Position
December 31, 2025

	Primary Government		
	Governmental		
	A		
	17,686,897	\$ 9,155,738	\$ 26,842,635
Accrued expenses and other	3,008,446	6,227,757	9,236,203
Accrued interest payable	915,501	42,529	958,030
Other postemployment benefit liability - current portion	181,023	43,154	224,177
Compensated absences - current portion	532,874	195,409	728,283
Due to other governments	167,974	480,533	648,507
Bonds payable - current portion	6,095,000	1,700,000	7,795,000
Unearned revenues	9,829,461	2,741,197	12,570,658
Total current liabilities	38,417,176	20,586,317	59,003,493
Noncurrent Liabilities			
Customer deposits	-	1,834,195	1,834,195
Compensated absences	4,330,498	1,672,396	6,002,894
Other postemployment benefit liability	9,328,799	1,799,827	11,128,626
Net pension liability	45,272,785	10,038,675	55,311,460
Notes payable	2,676,350	-	2,676,350
Bonds payable, net	129,068,842	16,969,704	146,038,546
Arbitrage liability	3,292,405	-	3,292,405
Total noncurrent liabilities	193,969,679	32,314,797	226,284,476
Total liabilities	232,386,855	52,901,114	285,287,969
Deferred Inflows of Resources			
Deferred inflows - OPEB	1,403,465	288,399	1,691,864
Deferred inflows - pensions	5,825,482	1,179,302	7,004,784
Total deferred inflows of resources	7,228,947	1,467,701	8,696,648
Net Position			
Net investment in capital assets	501,941,531	317,667,636	819,609,167
Restricted			
Debt service	11,025,225	1,816,728	12,841,953
New growth	9,215,605	-	9,215,605
Renewals and replacements	-	9,064	9,064
Capital improvements	3,956,205	-	3,956,205
Street improvements	15,717,473	-	15,717,473
Pensions	3,669,411	-	3,669,411
Other	448,601	-	448,601
Total restricted	44,032,520	1,825,792	45,858,312
Unrestricted	94,697,814	65,329,396	160,027,210
Total net position	\$ 640,671,865	\$ 384,822,824	\$ 1,025,494,689

See Notes to Financial Statements

City of Bentonville, Arkansas
Statement of Activities
For the Year Ended December 31, 2025

	Program Revenues				Net (Expenses) Revenues and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Primary Government		
					Governmental Activities	Business-type Activities	Total
Government/Programs							
Primary Government							
Governmental activities:							
General government	\$ 15,147,058	\$ 1,286,712	\$ 1,601,791	\$ 565,630	\$ (11,692,925)	\$ -	\$ (11,692,925)
Public safety	45,225,977	6,136,964	188,932	1,581,210	(37,318,871)	-	(37,318,871)
Recreation	20,260,043	7,397,026	47,555,665	26,901	34,719,549	-	34,719,549
Street department	16,059,799	2,024,454	708,247	4,201,751	(9,125,347)	-	(9,125,347)
Library	3,407,113	421,772	59,427	1,266,252	(1,659,662)	-	(1,659,662)
CDBG	42,369	-	42,369	-	-	-	0
Interest expense on long-term debt	4,237,049	-	-	-	(4,237,049)	-	(4,237,049)
Total governmental activities	104,379,408	17,266,928	50,156,431	7,641,744	(29,314,305)	-	(29,314,305)
Business-Type Activities:							
Electric	91,303,405	94,480,958	1,735,399	1,337,356	-	6,250,308	6,250,308
Water	35,528,337	26,669,398	915,527	6,531,647	-	(1,411,765)	(1,411,765)
Wastewater	5,159,542	20,643,999	35,492	-	-	15,519,949	15,519,949
Sanitation	7,607,019	8,710,948	-	-	-	1,103,929	1,103,929
Support	4,902,662	1,435,299	-	-	-	(3,467,363)	(3,467,363)
Total business-type activities	144,500,965	151,940,602	2,686,418	7,869,003	-	17,995,058	17,995,058
Total primary government	<u>\$ 248,880,373</u>	<u>\$ 169,207,530</u>	<u>\$ 52,842,849</u>	<u>\$ 15,510,747</u>	<u>(29,314,305)</u>	<u>17,995,058</u>	<u>(11,319,247)</u>
General Revenues:							
Property taxes					16,333,070	-	16,333,070
Sales taxes					67,985,531	-	67,985,531
State turnback					7,043,828	-	7,043,828
Franchise taxes					7,507,136	-	7,507,136
Investment income					8,391,282	1,964,324	10,355,606
Gain on sales of capital assets					-	61,000	61,000
Grants not restricted to specific programs					126,014	-	126,014
Other					4,744,678	692,153	5,436,831
Transfers					(829,376)	829,376	-
Total general revenues and transfers					111,302,163	3,546,853	114,849,016
Change in Net Position					81,987,858	21,541,911	103,529,769
Net Position - Beginning of Year					558,684,007	363,280,913	921,964,920
Net Position - End of Year					<u>\$ 640,671,865</u>	<u>\$ 384,822,824</u>	<u>\$ 1,025,494,689</u>

City of Bentonville, Arkansas
Balance Sheet - Governmental Funds
December 31, 2025

	General	Street	Capital Project	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Assets						
Cash and cash equivalents	\$ 139,008,669	\$ 18,443,881	\$ -	\$ 10,302,179	\$ -	\$ 167,754,729
Investments	699	-	-	-	-	699
Accounts receivable:						
Property taxes, net of allowance for uncollectible accounts of \$842,041	12,902,901	3,956,821	-	-	-	16,859,722
Grants and other	3,511,698	1,529,999	-	-	9,645	5,051,342
Due from other funds	1,182,639	13,252	-	-	-	1,195,891
Prepaid and other	1,207,651	547	-	-	-	1,208,198
Restricted assets:						
Cash and cash equivalents	1,321,940	-	86,211,107	-	10,437,595	97,970,642
Sales tax receivable	3,884,390	-	-	1,638,547	-	5,522,937
Total assets	<u>\$ 163,020,587</u>	<u>\$ 23,944,500</u>	<u>\$ 86,211,107</u>	<u>\$ 11,940,726</u>	<u>\$ 10,447,240</u>	<u>\$ 295,564,160</u>
Liabilities						
Accounts payable	\$ 14,891,241	\$ 942,418	\$ 1,677,181	\$ -	\$ 176,057	\$ 17,686,897
Due to other funds	660,804	2,498	1,085	-	680,911	1,345,298
Due to other governments	-	-	-	-	167,974	167,974
Accrued expenditures and other	2,880,836	127,610	-	-	-	3,008,446
Unearned revenues	7,133,437	2,630,293	-	-	65,731	9,829,461
Total liabilities	<u>25,566,318</u>	<u>3,702,819</u>	<u>1,678,266</u>	<u>-</u>	<u>1,090,673</u>	<u>32,038,076</u>
Deferred Inflows of Resources						
Unavailable revenues - property taxes	12,244,644	3,754,114	-	-	-	15,998,758
Unavailable revenues - grants	-	769,547	-	-	-	769,547
Total deferred inflows of resources	<u>12,244,644</u>	<u>4,523,661</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,768,305</u>
Fund balances						
Nonspendable						
Prepaid expenditures	1,207,651	547	-	-	-	1,208,198
Restricted						
Debt service	-	-	-	11,940,726	-	11,940,726
General capital improvements	3,956,205	-	84,532,841	-	-	88,489,046
New growth	-	-	-	-	9,215,605	9,215,605
Street improvements	-	15,717,473	-	-	-	15,717,473
Other	448,601	-	-	-	-	448,601
Assigned	-	-	-	-	140,962	140,962
Unassigned	119,597,168	-	-	-	-	119,597,168
Total fund balances	<u>125,209,625</u>	<u>15,718,020</u>	<u>84,532,841</u>	<u>11,940,726</u>	<u>9,356,567</u>	<u>246,757,779</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 163,020,587</u>	<u>\$ 23,944,500</u>	<u>\$ 86,211,107</u>	<u>\$ 11,940,726</u>	<u>\$ 10,447,240</u>	<u>\$ 295,564,160</u>

City of Bentonville, Arkansas
Reconciliation of the Balance Sheet of Governmental Funds
to the Statement of Net Position
December 31, 2025

Total fund balances – governmental funds	\$ 246,757,779
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and are not reported in the funds.	567,025,300
Net pension assets are not available to pay for current-period expenditures and, therefore, are not reported in the funds.	3,669,411
Property tax and certain grant revenues that do not provide current financial resources at the fund level on the modified accrual basis are reported as revenues on the full accrual basis in the government-wide statements.	16,768,305
Deferred inflows and outflows related to pensions and other postemployment benefits are not due and payable in the current period and, therefore, are not reported in the funds.	8,145,147
Liabilities that are not due and payable in the current period and are not reported in the fund statements:	
Accrued interest payable	(915,501)
Accrued compensated absences	(4,863,372)
Net pension liabilities	(45,272,785)
Other postemployment benefits liability	(9,509,822)
Notes payable	(2,676,350)
Bonds payable, net of premiums and discounts	(135,163,842)
Arbitrage liability	<u>(3,292,405)</u>
Total net position – governmental activities	<u>\$ 640,671,865</u>

City of Bentonville, Arkansas
Statement of Revenues, Expenditures and Changes in Fund Balances -
Governmental Funds
Year Ended December 31, 2025

	General	Street	Capital Project	Debt Service	Nonmajor Governmental Funds	Total Governmental Funds
Revenues						
Property tax	\$ 10,718,518	\$ 3,301,061	\$ -	\$ -	\$ -	\$ 14,019,579
Sales tax	47,879,897	-	-	20,136,624	-	68,016,521
State turnback	2,550,929	4,492,899	-	-	-	7,043,828
Impact fees	-	-	-	-	3,391,270	3,391,270
Franchise taxes	7,507,136	-	-	-	-	7,507,136
Charges for services	9,552,410	18,351	-	-	-	9,570,761
Fines and forfeitures	701,898	-	-	-	-	701,898
Licenses and permits	2,695,272	11,575	-	-	-	2,706,847
Grants	49,848,420	708,247	-	-	126,014	50,682,681
Contributions	2,186,201	2,001,320	-	-	-	4,187,521
Interest income	4,622,431	562,311	2,490,827	443,029	272,684	8,391,282
Miscellaneous	3,040,803	1,428,065	-	-	-	4,468,868
Total revenues	141,303,915	12,523,829	2,490,827	20,579,653	3,789,968	180,688,192
Expenditures						
Current:						
General government	11,105,173	-	-	-	57,548	11,162,721
Public safety	38,281,882	-	-	-	-	38,281,882
Recreation	16,221,500	-	-	-	-	16,221,500
Street department	-	5,660,835	-	-	-	5,660,835
Library	2,557,976	-	-	-	-	2,557,976
CDBG	42,369	-	-	-	-	42,369
Capital outlay	62,293,494	1,743,234	27,576,361	-	68,467	91,681,556
Debt service						
Principal	-	-	-	17,160,000	-	17,160,000
Interest	-	-	-	4,164,066	-	4,164,066
Bond issue costs	-	-	637,847	-	-	637,847
Total expenditures	130,502,394	7,404,069	28,214,208	21,324,066	126,015	187,570,752
Excess (Deficiency) of Revenues Over Expenditures	10,801,521	5,119,760	(25,723,381)	(744,413)	3,663,953	(6,882,560)
Other Financing Sources (Uses)						
Sale of capital assets	32,828	-	-	-	-	32,828
Issuance of debt	-	-	63,834,934	2,060,066	-	65,895,000
Premium on issuance of debt	-	-	1,159,075	-	-	1,159,075
Transfers in	2,997,085	-	743,623	-	7,187	3,747,895
Transfers out	(836,563)	(743,623)	-	-	(2,997,085)	(4,577,271)
Total other financing sources (uses)	2,193,350	(743,623)	65,737,632	2,060,066	(2,989,898)	66,257,527
Change in Fund Balances	12,994,871	4,376,137	40,014,251	1,315,653	674,055	59,374,967
Fund Balances, Beginning of Year	112,214,754	11,341,883	44,518,590	10,625,073	8,682,512	187,382,812
Fund Balances, End of Year	\$ 125,209,625	\$ 15,718,020	\$ 84,532,841	\$ 11,940,726	\$ 9,356,567	\$ 246,757,779

See Notes to Financial Statements

City of Bentonville, Arkansas
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund
Balances of Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2025

Net change in fund balance – total governmental funds \$ 59,374,967

**Amounts reported for governmental activities in the statement of activities
are different because:**

Governmental Funds do not report capital contributions and they report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.

Capital asset purchases	91,681,556
Capital contributions	3,425,412
Loss on capital asset disposals	(2,007,029)
Depreciation expense	(20,452,973)

Bond and other debt proceeds provide current financial resources to governmental funds but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond and other debt principal is an expenditure in the governmental funds, but repayment reduces long-term liabilities in the Statement of Net Position. Also, governmental funds report the effects of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities

Principal paid on bonds	17,160,000
Amortization of premiums and discounts	321,817
Issuance of revenue bonds and related premium	(67,054,075)

Property tax and certain grant revenues reported in the statement of activities are not available soon after year-end and therefore are not considered current financial resources and are not recognized in the fund financial statements in the current year. This is the change in the amount of deferred property tax and grant revenues reported in the governmental fund statements.

3,083,038

Deferred inflows/outflows related to the net pension liabilities are not due and payable in the current period and, therefore, are not reported in the funds. These amounts are amortized into pension expense in future periods. This is the amount by which the deferred inflows/outflows changed during the current year.

(6,357,734)

Expenses for pensions and other postemployment benefit liabilities reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental fund financial statements in the current year. This is the change in the amount of the net pension and other postemployment benefit liabilities reported in the governmental fund statements.

3,716,551

Accrued expenses, such as compensated absences, interest, etc., reported in the statement of activities do not require the use of current financial resources, and, therefore, are not expenditures in the funds. This is the net change in accrued expenses.

(903,672)

Change in net position of governmental activities	\$ 81,987,858
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City of Bentonville, Arkansas

Statement of Net Position -

Proprietary Funds

December 31, 2025

	<u>Business-type Activity - Enterprise Fund</u>
Assets	
Current Assets:	
Cash and cash equivalents	\$ 62,888,924
Investments	499
Accounts receivable (customer accounts), net of allowance for uncollectible accounts of \$493,000	20,311,299
Due from other funds	150,417
Restricted cash and cash equivalents	1,825,792
Inventories	<u>13,977,210</u>
Total current assets	<u>99,154,141</u>
Noncurrent Assets:	
Capital assets, net of accumulated depreciation of \$151,987,734	337,854,372
Other assets	<u>121,642</u>
Total noncurrent assets	<u>337,976,014</u>
Total assets	<u>437,130,155</u>
Deferred Outflows of Resources	
Deferred outflows - pensions	812,312
Deferred outflows - pension contributions	875,238
Deferred outflows - OPEB	<u>374,944</u>
Total deferred outflows of resources	<u>2,062,494</u>

City of Bentonville, Arkansas

Statement of Net Position -

Proprietary Funds

December 31, 2025

	Business-type Activity - Enterprise Fund
Liabilities	
Current Liabilities:	
Accounts payable	\$ 9,155,738
Accrued expenses and other	6,227,757
Accrued interest payable	42,529
Other postemployment benefits liability - current portion	43,154
Compensated absences - current portion	195,409
Due to other funds	1,010
Due to other governments	480,533
Bonds payable - current portion	1,700,000
Unearned revenue	2,741,197
Total current liabilities	<u>20,587,327</u>
Noncurrent Liabilities:	
Customer deposits	1,834,195
Compensated absences	1,672,396
Other postemployment benefits liability	1,799,827
Net pension liability	10,038,675
Bonds payable, net of unamortized premium and discount	16,969,704
Total noncurrent liabilities	<u>32,314,797</u>
Total liabilities	<u>52,902,124</u>
Deferred Inflows of Resources	
Deferred inflows - OPEB	288,399
Deferred inflows - pensions	1,179,302
Total deferred inflows of resources	<u>1,467,701</u>
Net Position	
Net investment in capital assets	317,667,636
Restricted	
Debt service	1,816,728
Renewals and replacements	9,064
Unrestricted	65,329,396
Total net position	<u><u>\$ 384,822,824</u></u>

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City of Bentonville, Arkansas
Statement of Revenues, Expenses and Changes in
Fund Net Position - Proprietary Funds
Year Ended December 31, 2025

	Business-type Activity - Enterprise Fund
Operating Revenues	
Charges for services	\$ 148,829,421
Other, net	3,175,969
Total operating revenues	152,005,390
Operating Expenses	
Salaries and fringe benefits	15,695,998
Contract purchases	94,588,644
Maintenance	8,745,718
Depreciation and amortization	11,368,616
Materials and supplies	1,071,029
Other services and charges	11,784,136
Total operating expenses	143,254,141
Operating Income	8,751,249
Nonoperating Income (Expenses)	
Interest income	1,964,324
Bond interest and fiscal agent charges	(327,366)
Gain (loss) on sale of capital assets	(231,093)
Grants	5,767,704
Net non-operating revenues (expenses)	7,173,569
Income Before Capital Contributions and Transfers	15,924,818
Capital Contributions and Transfers	
Capital contributions	4,472,961
Developer funded infrastructure revenue	314,756
Transfers in	829,376
Change in Net Position	21,541,911
Net Position, Beginning of Year	363,280,913
Net Position, End of Year	<u>\$ 384,822,824</u>

City of Bentonville, Arkansas
Statement of Cash Flows – Proprietary Funds
Year Ended December 31, 2025

	Business-type Activity – Enterprise Fund
Operating Activities	
Receipts from customers	\$ 145,058,501
Payments to suppliers	(103,025,516)
Payments to employees	(16,143,513)
Other payments	(8,303,876)
Net cash provided by operating activities	17,585,596
Noncapital Financing Activities	
Noncapital grants	5,305,714
Net cash provided by noncapital financing activities	5,305,714
Capital and Related Financing Activities	
Purchase and construction of capital assets	(23,691,912)
Proceeds from sale of capital assets	187,701
Principal paid on revenue bonds	(1,800,000)
Interest and agent fees paid of revenue bonds	(327,367)
Developer funded infrastructure receipts	314,756
Proceeds from issuance of revenue bonds	13,381,704
Transfers for capital purposes	829,376
Net cash used in capital and related financing activities	(11,105,742)
Investing Activities	
Maturity of investments	3,380,975
Interest income	1,964,324
Net cash provided by investing activities	5,345,299
Increase in Cash and Cash Equivalents	17,130,867
Cash and Cash Equivalents, Beginning of Year	47,583,849
Cash and Cash Equivalents, End of Year	<u><u>\$ 64,714,716</u></u>

City of Bentonville, Arkansas
Statement of Cash Flows – Proprietary Funds
Year Ended December 31, 2025

	Business-type Activity – Enterprise Fund
Cash and Cash Equivalents of Proprietary Funds, as presented on the Statement of Net Position – Proprietary Funds, is as follows:	
Cash and cash equivalents	\$ 62,888,924
Restricted cash and cash equivalents – current	<u>1,825,792</u>
	<u>\$ 64,714,716</u>
Reconciliation of Operating Income to Net Cash Provided by Operating Activities	
Operating income	\$ 8,751,249
Adjustment to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization expense	11,368,616
Changes in assets and liabilities	
Receivables, net	(3,770,920)
Due from other funds	(144,419)
Inventories	1,298,787
Other assets	88
Deferred outflows related to pensions	1,393,125
Deferred outflows related to OPEB	(94,484)
Accounts payable	81,088
Accrued expenses	469,288
Due to other governments	209,917
Other liabilities	238,705
OPEB liability	364,661
Net Pension liability	(3,157,116)
Deferred inflows related to OPEB	(62,775)
Deferred inflows related to pension	<u>639,786</u>
Net cash provided by operating activities	<u>\$ 17,585,596</u>
Noncash Investing, Capital and Financing Activities	
Net change in fair value of investments	\$ 6,547
Capital assets in accounts payable and accrued expenses	\$ 5,287,032
Capital assets acquired through contributions	\$ 4,472,961
Loss on disposed assets	\$ 292,093

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City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Note 1: Nature of Operations and Summary of Significant Accounting Policies

The City of Bentonville, Arkansas (the City), is a municipal corporation operating under the authority of Arkansas state statute. The City operates under an elected mayor-council form of government. Eight elected council members and the Mayor set policy of the City. The accounting and reporting policies of the City conform to accounting principles generally accepted in the United States of America for state and local governments as defined by the Governmental Accounting Standards Board (GASB). The following is a summary of the significant accounting and reporting policies of the City:

Reporting Entity

The accompanying government-wide financial statements present the financial statements of the City of Bentonville, Arkansas.

The City's primary government consists of those funds or organizations that make up the legal entity for which it is financially responsible.

Jointly Governed Venture

The City is a participant with nine Northwest Arkansas cities in a jointly governed venture to operate Northwest Arkansas Conservation Authority (NACA), an organization whose purpose is to develop and implement cost-effective regional solutions to the challenges of providing environmentally sound wastewater and biosolids infrastructure and watershed management. NACA is governed by a Board of Directors consisting of 13 members appointed by the member cities. In order for NACA to secure financing of its wastewater treatment facility, the City entered into a service agreement with NACA in January 2006 committing the City to procuring NACA's services for 15 years or until the revenue bonds issued by NACA are retired. As of December 31, 2025, NACA has revenue bonds outstanding of \$138,850,086 with a final maturity date in October 2055. Service charges to the City are determined by rates based upon the actual costs incurred by NACA, including a proportional share of its overhead expenses attributable to the facility and debt service. During 2025, the City was NACA's primary customer and paid service charges to NACA in the amount of \$7,738,829, of which \$647,989 is payable at year-end. As of December 31, 2025, NACA reported an increase in Net Position of \$4,074,907. Complete financial statements for NACA can be obtained from NACA's administrative office at 11579 Snavelly Road, Bentonville, Arkansas 72712.

Related Organization

The City's Mayor and Council are also responsible for appointing members of the board of the Advertising and Promotions Commission, but the accountability for this organization does not extend beyond making the appointments. The financial operations of this related organization have not been included in the City's basic financial statements.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide (based on the City as a whole) and fund financial statements as follows:

Government-wide Financial Statements

The government-wide financial statements report information on all of the activities of the City. As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Interfund services provided and used are not eliminated in the process of consolidation. This elimination has taken place in the process of incorporating fund data into the government-wide financial statements, and not in the process of consolidation. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties. The statement of activities demonstrates the degree to which the direct expenses of a given function or identifiable activity are offset by program revenues. Direct expenses are those that are clearly associated with a specific function or identifiable activity. Expenses that cannot be specifically identified to a particular function are charged to funds based on time spent for that function and are included in the functional categories. Program revenues include (a) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or identifiable activity and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program or identifiable activity.

Fund Financial Statements

The fund financial statements provide information about the City's funds. Separate statements for each governmental and proprietary fund are presented. The emphasis of fund financial statements is on major governmental and major enterprise funds, each displayed in a separate column. All other governmental and enterprise funds are aggregated and reported as nonmajor funds.

The City reports the *general fund*, *street fund*, *capital project fund* and *debt service fund* as its major governmental funds. The general fund is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund. Revenues are derived primarily from property and other local taxes, state and federal distributions, licenses, permits, charges for services and interest income. The street fund accounts for gasoline and road taxes received from the state and county levies. Revenues are expended for maintenance and repair of streets and sidewalks. The capital project fund accounts for the resources accumulated from the Series 2021B, 2023, and 2025 sales and use tax bonds of the City that are restricted for use in financing the costs of various capital improvement projects. The debt service fund accounts for financial resources that are restricted for principal and interest-related costs as well as the financial resources being accumulated for future debt service.

The City reports one major *enterprise fund*. It accounts for the City's combined electric, water, sewer and sanitation system, whose operations are financed primarily through user charges.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Measurement Focus and Basis of Accounting

Government-wide and Proprietary Funds

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of the timing of related cash flows.

In proprietary funds, operating revenues and expenses are distinguished from nonoperating items. Operating revenues and expenses generally result from providing services in connection with the principal ongoing operations of the fund. All revenues and expenses not meeting this definition are reported as nonoperating items.

Nonexchange transactions, in which the City receives (or gives) value without directly giving (or receiving) equal value in exchange, include property taxes; city and county sales tax; grants, entitlements and similar items; and donations. Recognition standards are based on the characteristics and classes of nonexchange transactions. Revenues from property taxes are recognized in the period in which the taxes are levied. City and county sales taxes, franchise taxes, licenses and permits and fines and forfeitures are recognized as revenues, net of estimated refunds and uncollectible amounts, in the accounting period when an enforceable legal claim to the assets arises and the use of resources is required or is first permitted. Grants, entitlements, and donations are recognized as revenues, net of estimated uncollectible amounts, as soon as all eligibility requirements imposed by the provider have been met. Amounts received before all eligibility requirements have been met are reported as unearned revenues. Grants and similar aid to other organizations are recognized as expenses as soon as recipients have met all eligibility requirements. Amounts paid before all eligibility requirements have been met are reported as prepaid items.

Governmental Fund Financial Statements

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets and deferred outflows of resources and liabilities and deferred inflows of resources are generally included on the balance sheet. The statement of revenues, expenditures and changes in fund balances presents increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in spendable resources. General capital asset acquisitions are reported as expenditures and proceeds of general long-term debt are reported as other financing sources. Under the modified accrual basis of accounting, revenues are recognized when both measurable and available. The City considers revenues reported in the governmental funds to be available if they are collectible within 60 days after year-end. Principal revenue sources considered susceptible to accrual include taxes, federal funds, local funds and investment earnings. Other revenues are considered to be measurable and available only when cash is received by the City. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, compensated absences and obligations for worker's compensation and other postemployment benefits which are recognized as expenditures when payment is due. Pension expenditures are recognized when amounts are due to a plan.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows, liabilities and deferred inflows and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses/expenditures during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The City considers all liquid investments with original maturities of three months or less to be cash equivalents. At December 31, 2025, cash equivalents consisted primarily of money market accounts with brokers.

Investments and Investment Income

Generally, investments are stated at fair value or amortized cost and are held by the City in various forms as allowed by the laws of the State of Arkansas. The City records all investment income to funds with which the related investment asset is associated. Investment income includes interest income, dividend income, other investment income, realized and unrealized gains and losses on investments carried at fair value, investments carried at other than fair value, and other investment income. Investment income is included in unrestricted net position and is reflected as nonoperating revenue in the statement of revenues, expenses and changes in net position in Proprietary Funds.

Property Taxes

Property taxes are levied each October 1 on the assessed value listed as of January 1 for all real and personal property located in the City. The property tax is considered due the first Monday in January (the lien date) after the levy; however, the tax is not considered delinquent until October 16 of that year. As a result, the majority of the tax is not collected within the time frame necessary to finance the liabilities of the current period. Property taxes are measurable when levied even though not available. Accordingly, property taxes receivable of approximately \$16.8 million and related deferred inflows of resources of approximately \$16.0 million have been recorded at December 31, 2025, in the governmental funds. Benton County is the collecting agent and remits collections to the City, net of a collection fee, on a monthly basis.

The appraised value of taxable property upon which the property tax is levied is determined by the county assessor. The assessor estimates full market value of the property and applies a statutory rate of 20 percent to arrive at assessed value.

Unbilled Revenue

The City bills customers for electric, water and sewer services after usage based upon meter readings made during the month. The City records a receivable for unbilled revenue at December 31 for estimated usage for which bills have not been sent.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Inventories

Inventories are valued at cost using the first in/first out (FIFO) method and consist of expendable supplies. The costs of governmental fund type inventories are recorded as expenditures when consumed.

Prepaid Items

Prepaid items in governmental funds are accounted for under the consumption method.

Capital Assets

Capital assets, which include property, plant, equipment and infrastructure assets, are reported in the government-wide financial statements and the fund financial statements for proprietary funds. Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated capital assets are recorded at their estimated acquisition value at the date of donation.

Capital assets are defined as assets with an initial value or cost greater than or equal to \$5,000 and an estimated useful life of greater than one year. Exceptions are for infrastructure assets which are defined as having a constructed cost greater than \$50,000.

Capital assets are depreciated using the straight-line method over their estimated useful lives as follows:

	Years
Water distribution facilities	50
Sewer and solid waste collection and treatment facilities	15–50
Electric distribution facilities	15–40
Street/Transportation Infrastructure	40
Building and improvements	40
Furniture and equipment	7–15
Vehicles	5

Depreciation expense is charged directly to the department/function based on the department that utilizes the related asset.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/ expenditure) until then. The City has various items that qualify for reporting in this category. Three items are related to pensions, including the amount of contributions made to the pension plans after the measurement date, the difference in expected versus actual plan experience, and differences due to change in assumptions and proportions. Deferred outflows related to contributions made after the measurement date will be used in the next year to reduce net pension liability or increase net pension asset. The remaining amounts will be amortized to pension expense over future periods as shown within *Note 7*. The other items relate to other postemployment benefits (OPEB) and are comprised of the difference between the expected and actual experience and the change in assumptions. These amounts will be amortized to OPEB expense over future periods as shown in *Note 8*.

In addition to liabilities, the statement of net position and balance sheet - governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has three items that qualify as deferred inflows of resources as of December 31, 2025. The items reported in the statements are unavailable revenues in the governmental funds balance sheet and deferred inflows – pensions and deferred inflows – OPEB in the government-wide statement of net position and proprietary funds statement of net position. Unavailable revenue arises under the modified accrual basis of accounting and qualifies for reporting in this category. Accordingly, this item is only reported in the governmental funds balance sheet. Governmental funds report unavailable revenue from property taxes and intergovernmental grants. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The second item, deferred inflows – pensions, consists of the expected and actual experience related to the pension plans, changes in proportion and assumptions, and differences between projected and actual earnings on pension plan investments. Deferred inflows – pensions are amortized to pension expense over future periods as shown within *Note 7*.

The third item, deferred inflows – OPEB consists of the difference between expected and actual experience and change in the assumption. Deferred inflows – OPEB are amortized to OPEB expense over future periods as shown in *Note 8*.

Long-term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the columns for governmental activities and business-type activities. These amounts are also reported as liabilities in the fund financial statements for proprietary funds. Debt premiums are generally deferred and amortized using the effective interest rate method. Long-term debt is reported net of the bond issue premiums. In the government wide statements, debt issuance costs are reported as expenditures in the period incurred.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

In the fund financial statements, governmental fund types recognize debt premiums, as well as debt issuance costs, during the current period. The face amount of the debt issued and premiums received are reported as other financing sources. Issuance costs, whether or not withheld from the actual proceeds received are reported as debt service expenditures.

Compensated Absences

The City grants vacation to all full-time employees based on continuous service. The cost of vacation (and sick pay for certain employee classifications) is accrued when it is more likely than not to be used or settled through cash payments in the government-wide and proprietary fund financial statements and reported as accrued expenses. No liability is recorded in the fund financial statements of governmental funds unless they have matured, as payment of this liability will not be made with expendable available financial resources unless an employee has terminated employment as of the end of the fiscal year. The City's policy is that leave earned in the current year will be used prior to leave earned in previous periods.

Unearned Revenue

In the governmental and proprietary funds, unearned revenue represents a liability for resources obtained prior to revenue recognition. The City had approximately \$89 thousand in unearned developer funded infrastructure projects at year-end and approximately \$12.5 million in unearned local grants for park, street and public safety projects.

Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Firemen's Relief and Pension Fund, the Local Police and Fire Retirement System and the Arkansas Public Employee's Retirement System (together, the Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by the Plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Postemployment Benefits Other Than Pensions (OPEB)

For the purpose of measuring the total OPEB liability, deferred outflows of resources, deferred inflows of resources, and expense associated with the City's OPEB Plan, information has been determined on the same basis as they are reported by the OPEB Plan. For this purpose, The City recognizes benefit payments when due and payable with the benefit terms.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Fund Balance – Governmental Funds

The fund balances for the City's governmental funds are displayed in four components:

Nonspendable – Nonspendable fund balances are not in a spendable form or are required to be maintained intact.

Restricted – Restricted fund balances may be spent only for the specific purposes stipulated by external resource providers, constitutionally or through enabling legislation. Restrictions may be changed or lifted only with the consent of resource providers.

Committed – Committed fund balances are constrained to a specific purpose by the City itself, using the highest level of decision making authority and imposed by ordinance of the City Council. To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

Assigned – Assigned fund balances are constrained by intent to use for a specific purpose, but are neither restricted nor committed. Assignments are made by City management based on Council direction.

Unassigned – Unassigned fund balance is the residual classification for the general fund and includes all amounts not contained in the other classifications. The general fund is the only fund that reports a positive unassigned fund balance. Additionally, any deficit fund balance within the other governmental fund types is reported as unassigned.

The City considers restricted amounts to have been spent when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. The City applies assigned amounts and then unassigned amounts when an expenditure is incurred for purposes for which amounts in either of those unrestricted fund balance classifications could be used.

Net Position

Net position of the City is classified in three components. Net investment in capital assets, consists of capital assets net of accumulated depreciation and reduced by the outstanding balances of borrowings used to finance the purchase or construction of those assets and adding back unspent bond proceeds. Restricted net position is noncapital assets that must be used for a particular purpose as specified by creditors, grantors, contributors or laws and regulations of other governments or are imposed by law through constitutional provisions or enabling legislation, reduced by the outstanding balances of any related borrowings. Unrestricted net position is the remaining assets less remaining liabilities that do not meet the definition of net investment in capital assets or restricted.

When both restricted and unrestricted resources are available for use, generally it is the City's policy to use restricted resources first.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Budgetary Information

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general, street, federal grant and debt service funds. All annual appropriations lapse at year-end and are re-established in the succeeding year.

Adoption of New Accounting Standards

The City adopted GASB Statement No. 102, *Certain Risk Disclosures* (GASB 102) for the year ended December 31, 2025. The new accounting guidance requires governments to disclose information about certain concentrations or constraints that could affect services provided or the ability to meet obligations as they come due. The adoption of GASB 102 had no impact on the City's beginning of year net position

Future Financial Reporting Requirements

The GASB has issued the following statements which the City has not yet adopted, and which require adoption subsequent to December 31, 2025. The City will evaluate the potential impact on the City's net position.

Statement No.	Title	Adoption Required
103	<i>Financial Reporting Model Improvements</i>	December 31, 2026
104	<i>Disclosure of Certain Capital Assets</i>	December 31, 2026
105	<i>Subsequent Events</i>	December 31, 2027

Note 2: Deposits and Investments

Deposits

Custodial credit risk is the risk that in the event of a bank failure, a government's deposits may not be returned to it. The City's deposit policy for custodial credit risk requires compliance with the provisions of state law.

State law requires that deposits in financial institutions be collateralized with federal depository insurance and other acceptable collateral in specific amounts. No legal opinion has been obtained regarding the enforceability of any of the collateral arrangements.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

At December 31, 2025, the City had bank balances of \$199,624,540 that were all insured (FDIC) or collateralized with securities held by the City or the City's agent in the City's name. The carrying value of these deposits as of December 31, 2025, was \$195,969,132.

Investments

Arkansas statutes authorize the City to invest in direct obligations of the U.S. government; obligations on which the principal and interest are fully guaranteed, or are fully secured, insured, or covered by commitments or agreements to purchase by the U.S. government; obligations of agencies and instrumentalities created by act of the United States Congress and authorized thereby to issue securities or evidence of indebtedness, regardless of guarantee of repayment by the U.S. government; obligations of political subdivisions of the United States; certain obligations issued by the Arkansas State Board of Education; short-term warrants of political subdivisions of the State of Arkansas and municipalities; the sale of federal funds with a maturity of not more than one business day; demand, savings or time deposits fully insured by a federal deposit insurance agency; repurchase agreements that are fully insured by obligations of the U.S. government, any U.S. state or any political subdivision thereof; securities of, or other interest in, any open-end type investment company or investment trust registered under the *Investment Company Act of 1940*, and which is considered a money market fund, provided that the portfolio is limited principally to U.S. government obligations and the investment company or trust takes delivery of collateral either directly or through an authorized custodian; and bank certificates of deposit. Arkansas statutes also authorize the City to invest no more than 20 percent of its capital base in corporate debt obligations; revenue bond issues of any U.S. state, municipality, or political subdivision; industrial development bonds for corporate obligors issued through any U.S. state or political subdivision; securities or interest in an open-end or closed-end management type investment company or trust registered under the *Investment Company Act of 1940* with certain limitations; securities or interests issued, assumed, or guaranteed by certain international banks; and uninsured demand, savings, or time deposits or accounts of any depository institution chartered by the United States, any U.S. state, or the District of Columbia.

Investments consisted of the following at December 31, 2025:

Type	Fair Value	Maturities in Years			
		Less than 1	1–5	6–10	More than 10
Money Market Mutual Funds (1)	\$ 134,462,364	\$ 134,462,364	\$ -	\$ -	\$ -
	<u>\$ 134,462,364</u>	<u>\$ 134,462,364</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

(1) Reported as cash equivalent for financial statement purposes

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy consists of three input levels. Level 1 inputs are quoted prices in active markets; Level 2 inputs are significant other observable inputs other than quoted prices and Level 3 inputs are unobservable inputs. The City's investments all fall in Level 1.

Interest Rate Risk – The City's investment policy does not specifically address interest rate risk.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Credit Risk – Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The City's investment policy does not specifically address credit risk.

Investment Type	Rating Agency	Rating
Money Market Mutual Funds	S&P/Moody's	AAA/Aaa
U.S. Treasury Obligations	S&P/Moody's	AA+/Aaa

Custodial Credit Risk – Custodial credit risk is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. While the City's investment policy does not directly address custodial credit risk, all investments held by the City or by an agent of the City in the City's name are insured or collateralized or limited to U.S. Treasury Obligations or Treasury Fund Money Markets.

Concentration of Credit Risk – The City places no limit on the amount that may be invested in any one issuer.

Summary of Carrying Values

The carrying values of deposits and investments shown above are included in the financial statements as follows:

Carrying value

Deposits	\$ 195,969,132
Cash on hand	9,789
Cash equivalents	<u>134,462,364</u>
	<u>\$ 330,441,285</u>

Included in the following statement of net position captions

Cash and cash equivalents	\$ 230,643,653
Investments	1,198
Restricted cash and cash equivalents - current	<u>99,796,434</u>
	<u>\$ 330,441,285</u>

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Note 3: Capital Assets

A summary of changes in capital assets for the year ended December 31, 2025, is presented below:

Governmental Activities	Balance, December 31, 2024	Additions and Transfers, Net	Retirements and Transfers, Net	Balance, December 31, 2025
Capital assets, non-depreciable				
Land	\$ 11,510,996	\$ -	\$ -	\$ 11,510,996
Construction in progress	142,340,978	66,782,198	87,937,319	121,185,857
Total capital assets, non-depreciable	153,851,974	66,782,198	87,937,319	132,696,853
Capital assets, depreciable				
Other improvements	86,352,156	44,286,899	-	130,639,055
Streets	280,326,790	41,345,597	-	321,672,387
Buildings	93,967,094	16,609,238	-	110,576,332
Furniture, fixtures & equipment	65,883,292	12,033,350	2,970,966	74,945,676
Total capital assets, depreciable	526,529,332	114,275,084	2,970,966	637,833,450
Less accumulated depreciation				
Other improvements	47,922,006	4,970,446	-	52,892,452
Streets	74,446,152	7,065,775	-	81,511,927
Buildings	20,516,744	2,621,940	-	23,138,684
Furniture, fixtures & equipment	43,118,070	5,794,812	2,950,942	45,961,940
Total accumulated depreciation	186,002,972	20,452,973	2,950,942	203,505,003
Total governmental activities, net	\$ 494,378,334	\$ 160,604,309	\$ 87,957,343	\$ 567,025,300

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Business-type Activities	Balance December 31, 2024	Additions and Transfers, Net	Retirements and Transfers, Net	Balance December 31, 2025
Capital Assets, non-depreciable				
Land	\$ 8,281,594	\$ -	\$ -	\$ 8,281,594
Construction in progress	17,125,186	16,885,293	3,675,762	30,334,717
Total capital assets, non-depreciable	25,406,780	16,885,293	3,675,762	38,616,311
Capital Assets, depreciable				
Other improvements	59,007,959	6,488	-	59,014,447
Water distribution facilities	85,956,047	2,166,796	-	88,122,843
Sewer and solid waste collection and treatment facilities	97,131,765	2,141,822	-	99,273,587
Electric distribution facilities	131,818,959	13,618,156	125,799	145,311,316
Buildings	27,103,119	906,824	-	28,009,943
Furniture and equipment	27,463,126	328,065	719,594	27,071,597
Vehicles	5,074,931	73,300	750,985	4,397,246
Total capital assets, depreciable	433,555,906	19,241,451	1,596,378	451,200,979
Less accumulated depreciation				
Other improvements	3,812,242	317,643	719,594	3,410,291
Water distribution facilities	32,782,205	1,871,816	-	34,654,021
Sewer and solid waste collection and treatment facilities	40,107,231	2,061,637	-	42,168,868
Electric distribution facilities	39,702,136	4,613,413	-	44,315,549
Buildings	5,209,694	683,675	-	5,893,369
Furniture and equipment	16,657,287	1,547,420	-	18,204,707
Vehicles	3,793,184	273,012	750,083	3,316,113
Total accumulated depreciation	142,063,979	11,368,616	1,469,677	151,962,918
Total business-type activities, net	\$ 316,898,707	\$ 24,758,128	\$ 3,802,463	\$ 337,854,372

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities	
General government	\$ 1,663,129
Public safety	4,682,764
Recreation	3,055,213
Street department	10,301,738
Library	<u>750,129</u>
Total depreciation expense	<u>20,452,973</u>
Business-type	
Electric	5,863,010
Water	3,905,527
Wastewater	957,173
Support	<u>642,906</u>
Total depreciation expense	<u>11,368,616</u>
Total depreciation expense, primary government	<u><u>\$ 31,821,589</u></u>

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Construction Projects

At December 31, 2025, the City had the following commitments with respect to unfinished capital projects.

Governmental Activities Construction Projects

	Project Authorization	Expended Through December 31, 2025	Remaining Commitment
8th Street Gateway Park	\$ 40,757,159	\$ 24,655,067	\$ 16,102,092
Adult Recreation Center	23,758,059	20,733,158	3,024,901
AR/MO Trail	3,057,631	67,560	2,990,071
BHS Trail C Street	2,359,039	1,757,143	601,896
Bright Road Sidepath Trail	1,190,874	981,794	209,080
BVL Improvements - BVL Bridge	83,101	19,796	63,305
East Battlefield Improvements	2,227,833	1,979,284	248,549
East Taxiway Extension	1,555,815	1,241,338	314,477
Greenhouse Road	1,929,757	1,559,713	370,044
Hwy 12 & 279 Intersection Improvements	694,619	547,838	146,781
Little Sugar & McKissic Creek Confluence	247,816	235,066	12,750
Little Sugar/McKissic Creek Stream Restoration	179,688	113,925	65,763
LP Splash Pad Resurface	112,035	12,035	100,000
McCollum Side Path	203,901	201,955	1,946
McKissic Creek Trail	1,430,988	853,381	577,607
NE J Street Interchange	3,588,073	2,693,584	894,489
Nutmeg Drainage	267,959	265,217	2,742
NW 9TH & D ST DRAINAGE	7,929,666	7,920,583	9,083
Parks Maintenance Facility	6,855,030	3,816,697	3,038,333
Quilt of Parks - Bentonville Green	118,122	110,858	7,264
Quilt of Parks - Dave Peel	665,468	179,832	485,636
Quilt of Parks - Town Branch	663,351	662,312	1,039
Rainbow Curve Improvements	5,474,215	4,636,162	838,053
Razorback Greenway - P Street Trail	623,564	169,972	453,592
Razorback Greenway Alignment	121,226	114,344	6,882
SE Walton & SE J Street Improvement	5,775,281	5,244,719	530,562
SE Walton & SE Medical Center	4,461,362	3,684,929	776,433
Spring Creek Sanitary Sewer Interceptor	275,320	268,258	7,062
SW 14TH & BEEN ROAD	284,639	158,287	126,352
SW 28th St (Featherstone)	10,460,220	10,274,393	185,827
SW 2nd & O Street Project	231,784	192,842	38,942
SW Bentonville Trail	1,924,461	1,518,318	406,143
SW I & 41st STREET	346,000	36,533	309,467
SW Reg. Airport & SW I Street	1,176,539	808,992	367,547
Tiger Overpass	3,787,163	3,244,770	542,393
Walton & Central Intersection	1,206,307	1,086,774	119,533
Water Tower Road	11,300,976	11,113,352	187,624
Westside Development	2,142,958	1,967,377	175,581
Wishing Spring Trail	3,442,824	576,849	2,865,975
Total	<u>\$ 152,910,823</u>	<u>\$ 115,705,007</u>	<u>\$ 37,205,816</u>

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Business-type Activities Construction Projects

	Project Authorization	Expended Through December 31, 2025	Remaining Commitment
Wastewater Improvement Project	\$ 152,634,381	\$ 17,036,381	\$ 135,598,000
AMI System Project	5,662,196	5,482,724	179,472
Sewer Collection Analysis & Peak Flow	1,529,400	1,512,740	16,660
HWY 102 Widening	828,570	227,425	601,145
HWY 112 Relocation	21,785,374	3,617,252	18,168,122
48" Transmission Main Extension	2,367,398	1,403,768	963,630
Inflow and Infiltration Reduction	134,185	61,696	72,489
Townbranch Sewer Basin Improvement	1,932,023	670,813	1,261,210
Mueller AMI Upgrade	310,240	288,526	21,714
Total	<u>\$ 187,183,767</u>	<u>\$ 30,301,325</u>	<u>\$ 156,882,442</u>

Note 4: Long-term Liabilities

Changes in long-term liabilities were as follows for the year ended December 31, 2025:

Governmental Activities	Balance December 31, 2024	Increases	Decreases	Balance December 31, 2025	Amounts Due in One Year
Bonds payable					
Revenue bonds	\$ 79,965,000	\$ 65,895,000	\$ 17,160,000	\$ 128,700,000	\$ 6,095,000
Add unamortized premium	5,626,584	1,159,075	321,817	6,463,842	-
Notes payable	<u>2,676,350</u>	<u>-</u>	<u>-</u>	<u>2,676,350</u>	<u>-</u>
Bonds and Notes payable, net	88,267,934	67,054,075	17,481,817	137,840,192	6,095,000
Compensated absences*	4,354,500	508,872	-	4,863,372	532,874
Net pension liability	49,723,586	-	4,450,801	45,272,785	-
Other postemployment benefits	7,980,140	1,529,682	-	9,509,822	181,023
Arbitrage liability	<u>3,131,610</u>	<u>160,795</u>	<u>-</u>	<u>3,292,405</u>	<u>-</u>
Total governmental activities					
long-term liabilities	<u>\$ 153,457,770</u>	<u>\$ 69,253,424</u>	<u>\$ 21,932,618</u>	<u>\$ 200,778,576</u>	<u>\$ 6,808,897</u>

* Compensated absences increases and decreases are shown net.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Business-type Activities	Balance December 31, 2024	Increases	Decreases	Balance December 31, 2025	Amounts Due in One Year
Bonds payable					
Revenue bonds - direct placement	\$ 7,088,000	\$ 13,381,704	\$ 1,800,000	\$ 18,669,704	\$ 1,700,000
Bonds payable	7,088,000	13,381,704	1,800,000	18,669,704	1,700,000
Compensated absences*	1,892,750	-	24,945	1,867,805	195,409
Net pension liability	13,195,791	-	3,157,116	10,038,675	-
Other postemployment benefits	1,478,320	364,661	-	1,842,981	43,154
Customer deposits	1,595,490	238,705	-	1,834,195	-
Total business-type activities					
long-term liabilities	\$ 25,250,351	\$ 13,985,070	\$ 4,982,061	\$ 34,253,360	\$ 1,938,563

* Compensated absences increases and decreases are shown net.

Bonds and notes outstanding at December 31, 2025, were as follows:

	Interest Rates	Date Callable	Final Maturity Date	Principal at December 31, 2025
General long-term obligations				
Sales and Use Tax bonds, Series 2021B	1.05-5.0%	2028	2046	\$ 26,645,000
Sales and Use Tax bonds, Series 2023	4.125-5.0%	N/A	2046	38,845,000
Sales and Use Tax bonds, Series 2025	4.000-5.000	N/A	2045	63,210,000
Sub-total				128,700,000
Note Payable	0%	N/A	2029	2,676,350
				<u>\$ 131,376,350</u>
Enterprise Funds				
Electric Refunding and Storm Recovery Revenue Bonds, Series 2022A	2.44%	N/A	2028	\$ 3,770,000
Water and Sewer System Refunding and Storm Recovery Revenue Bonds, Series 2022B	2.01%	N/A	2028	1,455,000
Combined Electric, Water and Sewer System Revenue Bond, Series 2024	0.75%	N/A	2048	12,004,416
Combined Electric, Water and Sewer System Revenue Bond, Series 2025	3.00%	N/A	2047	1,440,288
				<u>\$ 18,669,704</u>

Note Payable – The note payable is due October 1, 2029, with principal payable annually beginning in 2027 and interest at 0%.

Sales and Use Tax Bonds, Series 2025 – On May 20, 2025, the City issued \$65,895,000 Sales and Use Tax Bonds with interest rates ranging from 4.0% to 5.0% to finance all or a portion of the costs of various capital improvements for the City, funding a portion of a debt service reserve and paying expenses of issuing the 2025 Bonds.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Combined Electric, Water and Sewer System Revenue Bonds, Series 2025 – On October 16, 2025, the City issued \$55,000,000 of Revenue Bonds with an interest rate of 3.00% and a service fee of 1% to finance a portion of the costs of extensions, betterments, and improvements to the City's sewer facilities, which are operated with the City's electric and water facilities. Draws totaled \$1,440,288 as of December 31, 2025.

Combined Electric, Water and Sewer System Revenue Bonds, Series 2024 – On October 24, 2024, the City issued \$97,759,381 of Revenue Bonds with an interest rate of 0.75% and a service fee of 1% to finance a portion of the costs of extensions, betterments, and improvements to the City's sewer facilities, which are operated with the City's electric and water facilities. Draws totaled \$12,004,416 as of December 31, 2025.

Sales and Use Tax Bonds, Series 2023 – On November 14, 2023, the City issued \$53,925,000 Sales and Use Tax Bonds with interest rates ranging from 4.125% to 5.0% to finance all or a portion of the costs of various capital improvements for the City, funding a portion of a debt service reserve and paying expenses of issuing the 2023 Bonds.

Electric, Water and Sewer System Refunding and Storm Recovery Revenue Bonds, Taxable Series 2022A – On April 14, 2022, the City issued \$8,820,000 of Series 2022A Refunding and Storm Recovery Revenue Bonds with an interest rate of 2.44% to finance storm recovery costs, to accomplish the refunding of the Series 2006B Bonds and to pay expenses of issuing the Series 2022A Bonds.

Electric, Water and Sewer System Refunding and Storm Recovery Revenue Bonds, Series 2022B – On April 14, 2022, the City issued \$3,435,000 of Series 2022B Refunding and Storm Recovery Revenue Bonds with an interest rate of 2.01% to finance storm recovery costs, to accomplish the refunding of the Series 2000 Bonds and the Series 2006A Bonds and to pay expenses of issuing the Series 2022B Bonds.

Sales and Use Tax Refunding and Improvement Bonds, Series 2021B – On June 22, 2021, the City issued \$76,575,000 Sales and Use Tax Bonds for the purpose of financing the costs of various capital improvements, refunding the Series 2009 and Series 2010 Sales and Use Tax Bonds, financing all or a portion of the costs of various capital improvements for the City, providing for a debt service reserve and paying costs incidental thereto and to the issuance of the bonds. The bonds bear interest rates ranging from 1.05% to 5.0%.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Annual Debt Service Requirements

The following schedule shows the annual debt service requirements to pay principal and interest on revenue bonds and notes payable outstanding at December 31, 2025.

Fiscal Year	Governmental Activities					
	Bonds – Publicly Traded		Loans – Direct Placement		Total	
	Principal	Interest	Principal	Interest	Principal	Interest and Fees
2026	\$ 6,095,000	\$ 5,493,006	\$ -	\$ -	\$ 6,095,000	\$ 5,493,006
2027	6,395,000	5,188,256	892,117	-	7,287,117	5,188,256
2028	6,710,000	4,868,506	892,117	-	7,602,117	4,868,506
2029	7,040,000	4,533,006	892,116	-	7,932,116	4,533,006
2030	7,330,000	4,240,706	-	-	7,330,000	4,240,706
2031–2035	37,185,000	16,369,281	-	-	37,185,000	16,369,281
2036–2040	30,795,000	9,375,988	-	-	30,795,000	9,375,988
2041–2046	27,150,000	2,823,994	-	-	27,150,000	2,823,994
	<u>\$ 128,700,000</u>	<u>\$ 52,892,743</u>	<u>\$ 2,676,350</u>	<u>\$ -</u>	<u>\$ 131,376,350</u>	<u>\$ 52,892,743</u>

Fiscal Year	Business-type Activities		
	Bonds – Direct Placement		
	Principal	Interest	Service Fee
2026	\$ 1,700,000	\$ 524,575	\$ 134,447
2027	2,494,794	485,027	134,410
2028	2,470,494	443,366	133,980
2029	4,118,830	394,213	131,404
2030	4,191,791	378,988	126,329
2031–2035	3,693,795	1,649,858	549,953
2036–2040	-	1,193,455	397,818
2041–2046	-	774,441	258,147
	<u>\$ 18,669,704</u>	<u>\$ 5,843,923</u>	<u>\$ 1,866,488</u>

For governmental activities, net pension liabilities and other postemployment liabilities have historically been the responsibility of the General Fund.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

The following is a summary of pledged revenues of the City for the year ended December 31, 2025:

Debt	Revenue Pledged	Total Pledged Revenue	Portion of Pledged Revenue Stream	Percentage Portion of Pledged Revenue Stream	Remaining Principal, Interest and Fees	Period Revenue Will Not Be Available for Other Purposes
Governmental Activities:						
Sales and Use Tax Bonds, Series 2021B	Sales and Use Tax	20,136,624	\$ 8,054,055	40.0%	\$ 31,071,700	Until 2042
Sales and Use Tax Bonds, Series 2023	Sales and Use Tax	20,136,624	9,923,544	49.3%	56,433,981	Until 2046
Sales and Use Tax Bonds, Series 2025	Sales and Use Tax	20,136,624	3,701,355	18.4%	94,087,062	Until 2045
Business-type Activities:						
Combined Electric, Water and Sewer Refunding and Storm Recovery Revenue Bonds, Series 2022A	Revenues of the Enterprise Fund	152,005,390	1,459,562	1.0%	3,955,562	Until 2028
Combined Electric, Water and Sewer Refunding and Storm Recovery Revenue Bonds, Series 2022B	Revenues of the Enterprise Fund	152,005,390	503,592	0.3%	1,513,893	Until 2028
Combined Electric, Water and Sewer System Revenue Bonds, Series 2024	Revenues of the Enterprise Fund	152,005,390	473	-%	17,058,686	Until 2048
Combined Electric, Water and Sewer System Revenue Bonds, Series 2025	Revenues of the Enterprise Fund	152,005,390	-	-%	1,985,786	Until 2047

Revenue Bonds From Direct Placements

The City's outstanding revenue bonds from direct placements of \$18,669,704 contain a provision that in an event of default, the bonds shall during the pendency of such payment default, bear interest at the bond interest rate plus 4%.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Note 5: Interfund Receivables and Payables

Interfund receivables and payables as of December 31, 2025, are as follows:

	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
General fund	\$ 1,182,639	\$ 660,804
Street fund	13,252	2,498
Capital Project fund	-	1,085
Nonmajor Governmental funds	-	680,911
Enterprise fund	150,417	1,010
	<u>\$ 1,346,308</u>	<u>\$ 1,346,308</u>

The outstanding balances between funds result mainly from the time lag between the dates (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions are recorded in the accounting system and (3) payments between funds are made.

Note 6: Interfund Transfers

Amount of interfund transfers between funds are summarized as follows:

	<u>Transfer In</u>	<u>Transfer Out</u>	<u>Total</u>
General	\$ 2,997,085	\$ 836,563	\$ 2,160,522
Street fund	-	743,623	(743,623)
Capital Project fund	743,623	-	743,623
Non-major governmental funds	7,187	2,997,085	(2,989,898)
Utility	829,376	-	829,376
Total	<u>\$ 4,577,271</u>	<u>\$ 4,577,271</u>	<u>\$ -</u>

Transfers are used to move revenues from the fund where collected to the appropriate fund. These transfers represent movement of funds from impact fees held in non-major governmental funds to the respective funds for which the impact fees were imposed. \$829,376 was transferred from the General to Utility Fund to fund capital projects in the Water and Sewer Departments. \$743,623 was transferred from the Street Fund to the Capital Project Fund to fund portions of capital projects not funded by bond funds.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Note 7: Pension Plans

The City of Bentonville, Arkansas participates in three defined benefit pension plans, which are comprised of one agent multiple-employer defined benefit pension plan and two cost-sharing multiple-employer defined benefit pension plans, each of which are described and illustrated in detail below. Aggregate amounts for the three pension plans are as follows:

	FRPF	LOPFI	APERS	Total
Net pension asset	\$ 3,669,411	\$ -	\$ -	\$ 3,669,411
Net pension liability	-	30,554,357	24,757,103	55,311,460
Deferred outflows of resources	-	6,127,720	2,003,302	8,131,022
Deferred outflows of resources – contributions	-	4,718,063	2,158,487	6,876,551
Deferred inflows of resources	236,111	3,860,312	2,908,361	7,004,784
Pension expense (income)	(224,054)	1,407,434	(815,925)	367,455

Pension items listed above for the Arkansas Public Employees Retirement System (APERS) Plan have been allocated between governmental activities and business-type activities (as well as proprietary funds) on the basis of total salaries.

The City also participates in the Bentonville Volunteer Fire Plan, an agent multiple-employer defined benefit plan. Pension items and disclosures have not been included herein because of the insignificance of their dollar amounts.

Firemen's Relief and Pension Fund (FRPF) (the Old Plan)

Plan Description. The Firemen's Relief and Pension Fund (FRPF) is an agent multiple-employer defined benefit pension plan for employees of the Fire Department who were hired prior to January 1, 1983. The Old Plan was established in accordance with Arkansas statutes and was closed, by state law, to new employees effective January 1, 1983. On June 25, 2013, the City entered into an agreement with the Arkansas local police and fire (LOPFI) retirement system whereby LOPFI assumed responsibility for administration and a portion of the obligation of the Old Plan pursuant to Act 364 of 1981, as amended, and Act 655 of 1983 of the General Assembly of the State of Arkansas. Per the Agreement between the City and LOPFI, the City will contribute an actuarially determined rate sufficient to support the current plan benefit levels and fund the Old Plan's net pension obligation over a 30-year open amortization period. The Old Plan's benefit structure remains unchanged under the administration of LOPFI. The Old Plan issues separate stand-alone financial statements and can be obtained from the Arkansas Local Police and Fire Retirement System, 620 West 3rd Street, Little Rock, Arkansas, 72201.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Benefits. The FRPF provides retirement benefits for firemen who have completed 20 years of service regardless of age. The benefit is equal to 50% of the member's final salary, but not less than \$11,040. If service exceeds 20 years, the annual benefit is increased by \$240 for each year over 20, not to exceed \$1,200 per year and if service exceeds 25 years, the member will receive an additional 1.25% for each year over 25 years, however, the total benefit cannot exceed 100% of the member's final salary. Disability benefits are available to policemen who become permanently disabled, unless the disability is the direct result of gainful employment performed outside of the police department. This benefit is the same as noted above, but for non-duty disability cannot be less than \$11,040 per year and for duty-related disability cannot be less than 65% of the member's final salary. The PRPF also provides benefits for surviving spouses and dependent children in which widows receive the same amount the member is receiving or would be eligible to receive, and children receive \$1,500 per year until age 18 (23, if still in school). No participants' benefits vest until normal retirement age. At normal retirement, participants may elect to continue working and enter the Deferred Retirement Option Plan for up to 5 years. All firemen hired after January 1, 1983, participate in the Arkansas Local Police and Fire Retirement System created by Act 364 of 1981 and described later in this footnote. Therefore, the Firemen's Fund is effectively closed to new members.

At the December 31, 2024 valuation and measurement date, the following employees were covered by the benefit terms:

Retirees and beneficiaries	9
DROP members	-
Active members	-
Total	9

Contributions. As the plan is closed to new members and there are no active members included in the plan, there are no contributions made by members to the plan. The contribution rate for the City is actuarially determined on an annual basis. However, due to the well-funded status of the plan, there has been no contribution requirement for the City in recent years. The Plan does, however, normally receive a state insurance turn back on an annual basis. State insurance turn back of \$20,491 was received during the year ended December 31, 2025.

Net Pension Asset. The City's net pension asset of \$3,669,411 as of December 31, 2025, was measured as of December 31, 2024, and the total pension liability used to calculate the net pension asset was determined by an actuarial calculation as of December 31, 2024.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Actuarial Assumptions

Valuation Date	December 31, 2024
Cost Method	Individual entry-age normal
Asset valuation method	5-Year smoothed fair value
Amortization method	Closed amortization period
Amortization period	6 years beginning January 1, 2024
Assumptions:	
Inflation rate	2.25%
Investment rate of return	7.25%

Mortality rates for retirees, beneficiaries, and DROP members were based on Pub-2010 Amount-Weighted General Below Median Income Healthy Retiree tables set forward one year for males and two years for females, Disabled Retiree and Employee mortality tables for males and females. The tables were adjusted fully for generational mortality improvements using scale MP-2020.

Actuarial assumptions used in the December 31, 2024, valuation were based on the results of actuarial experience studies. The experience study in FRPF was for the period January 1, 2017 through December 31, 2020, first used in the December 31, 2021 valuation. Assumptions are reviewed annually. No additional changes were made for the 2024 valuation.

Long-term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments is 7.25%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the LOPFI Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of the plan.

The long-term expected rate of return on pension plan investment was determined using a building block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation are developed for each major asset class). These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Long-term Expected Real Rate of Return		
Asset Class	Target Allocation	Long-term Expected Real Rate of Return
U.S. Stock – Large Cap	21%	5.05%
U.S. Stock – Small Cap	21%	5.57%
International Equity	9%	6.16%
Emerging Markets	9%	7.79%
U.S. Corporate Bonds	25%	2.67%
Real Estate	5%	4.62%
Private Equity	10%	9.11%
Total	100%	

Discount Rate

The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of retired and DROP members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in the Net Pension Asset

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Asset (a) - (b)
Balances at January 1, 2025	\$ 5,781,581	\$ 8,655,560	\$ (2,873,979)
Changes for the year:			
Interest	402,878	-	402,878
Differences between expected and actual experience	72,599	-	72,599
Contributions – employer	-	20,491	(20,491)
Contributions – employee	-	-	-
Net investment income	-	1,264,647	(1,264,647)
Benefit payments, including refunds of employee contributions	(449,276)	(449,276)	-
Change in assumptions	-	-	-
Administrative expense	-	(14,229)	14,229
Net changes	26,201	821,633	(795,432)
Balances at December 31, 2025	\$ 5,807,782	\$ 9,477,193	\$ (3,669,411)

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

The City has designated property tax millage to this plan that is paid directly to LOPFI and then allocated to the plan.

Sensitivity of the Net Pension Asset to Changes in the Discount Rate

The following table presents the net pension asset for the City using the current rate as compared to what the net pension asset would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage higher than the current rate:

	Sensitivity of the Net Pension Asset to the Single Discount Rate Assumption		
	1% Decrease 6.25%	Current Single Rate Assumption 7.25%	1% Increase 8.25%
City's Net Pension Asset	<u>\$ (3,088,760)</u>	<u>\$ (3,669,411)</u>	<u>\$ (4,165,470)</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued Old-Plan financial report.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended December 31, 2025, the City recognized a reduction in pension expense of \$224,054 related to this plan.

At December 31, 2025, the City reported deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources
Net difference between projected and actual earnings on pension plan investments	<u>\$ 236,111</u>

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Amounts reported as deferred inflows of resources related to the Plan will be recognized in pension expense as follows:

Fiscal Year Ending December 31	
2026	\$ (6,000)
2027	157,141
2028	(256,618)
2029	(130,634)
Total	<u>\$ (236,111)</u>

Local Police and Fire Retirement System (LOPFI)

Plan Description. The Arkansas Local Police and Fire Retirement System (LOPFI) is a statewide cost-sharing multiple-employer defined benefit pension plan administered by the LOPFI Board of Trustees. LOPFI provides retirement, disability and survivor benefits to police and fire employees of political subdivisions of the State of Arkansas. LOPFI was created by Act 364 of the 1981 General Assembly. Employees hired after January 1, 1983, whose political subdivision had a retirement system in effect at July 1, 1981, are eligible to participate in the plan. On January 1, 2008, only firemen of the City participated in the plan. Effective July 1, 2008, policemen of the City began participating in the plan. LOPFI issues a publicly available report, which may be obtained by writing to LOPFI, P.O. Drawer 34164, Little Rock, Arkansas, 72203, or by calling 501.682.1745.

Benefits provided. LOPFI provides for a retirement benefit paid to the Member on a monthly basis. The monthly benefit is based on a formula provided by law for the Member's lifetime. The Member has several options in calculating the benefit, which is normally the result of these factors: age at retirement, retirement multiplier, amount of credit services (years and months), and final average pay (FAP). Each option available to the member provides for a different calculation based on these factors.

Contributions. Contributions to LOPFI are made by both the Member and employers. Member contribution rates are established by the LOPFI Board of Trustees. The employer contributions are actuarially determined on an annual basis. The current employee contribution rate is 2.5 percent of covered payroll for policemen and 8.5 percent of covered payroll for firemen. The City contributed 24.00% of covered employee's salaries to the plan for policemen and firemen for the year ended December 31, 2025. Contributions made to the plan by employees and the City for the year ended December 31, 2025 amounted to \$1,099,647 and \$4,718,063, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2025, the City reported a liability of \$30,554,357 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2024, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the ratio of the City's actual contributions to the Plan during the measurement period to the total employer contributions to the Plan of the group for the measurement period. At December 31, 2024, the City's proportion was 3.567740 percent, which was an increase of 0.29086 percent from the prior year.

City of Bentonville, Arkansas

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December 31, 2025

For the year ended December 31, 2024, the City recognized pension expense of \$1,407,434 related to this plan. At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences between expected and actual experience	\$ 4,113,893	\$ -
Net difference between projected and actual earnings on pension plan investments	-	3,248,535
Changes in assumptions	-	387,813
Changes in proportion	2,013,827	223,964
Contributions subsequent to the measurement date	<u>4,718,063</u>	<u>-</u>
Total	<u>\$ 10,845,783</u>	<u>\$ 3,860,312</u>

The amount reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of \$4,718,063 will be recognized as a reduction of the net pension liability for the year ended December 31, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Plan will be recognized in pension expense as follows:

<u>Fiscal Year Ending December 31</u>	
2026	\$ 9,721,472
2027	12,956,464
2028	(13,113,825)
2029	<u>(7,296,703)</u>
Total	<u>\$ 2,267,408</u>

Actuarial Assumptions

The total pension liability in the December 31, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial cost method	Entry age normal
Price inflation	2.25 percent
Wage inflation	3.00 percent
Salary increases	3.50 to 18.00 percent, including inflation
Investment rate of return	7.25 percent, net of pension plan investment expense, including inflation

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Mortality rates were based on the Pub-2010 Amount-Weighted General Below Median Income Healthy Retiree tables, set forward one year for males, and two years for females. The disability post-retirement mortality tables used were the Pub-2010 Amount-Weighted General Below Median Income Employee tables for males and females. Fifty percent of deaths-in-service were assumed to be duty related. The tables were adjusted for fully generational mortality improvements using Scale MP-2020.

The actuarial assumptions used in the December 31, 2024 valuation were based on the results of an actuarial experience study for the period January 1, 2017 to December 31, 2020.

Long-term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return. The rates were built on a target allocation for all pension funds; the target for an individual fund will vary within the guidelines of Arkansas law and regulation. The long-term expected rates of return are shown in the table below:

Long-term Expected Real Rate of Return		
Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
U.S. Stock - Large Cap	21.00%	5.05%
U.S. Stock - Small Cap	21.00%	5.57%
International Equity	9.00%	6.16%
Emerging Markets	9.00%	7.79%
U.S. Corporate Bonds	25.00%	2.67%
Real Estate	5.00%	4.62%
Private Equity	10.00%	9.11%
Total	100.00%	

Discount Rate

In the December 31, 2024 actuarial valuation, a single discount rate of 7.25% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 7.25%. The projection of cash flows, based on the assumptions made, found that the pension plan's net position was available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Bentonville, Arkansas

Notes to Financial Statements

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Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following table presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.25 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

	Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption		
	1% Decrease 6.25%	Current Single Rate Assumption 7.25%	1% Increase 8.25%
City's proportionate share of the net pension liability	<u>\$ 52,263,951</u>	<u>\$ 30,554,357</u>	<u>\$ 12,993,376</u>

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued LOPFI financial report.

Arkansas Public Employees Retirement System (APERS)

Plan Description. For certain other employees, the City contributes to the Arkansas Public Employees Retirement System (APERS), a cost-sharing multiple-employer defined benefit plan administered by the APERS Board of Trustees. APERS provides retirement, death and disability benefits and annual cost-of-living adjustments to plan members. APERS issues a publicly available financial report that includes financial statements and required supplementary information. That report may be obtained by writing to APERS, One Union National Plaza, Little Rock, AR 72201 or by calling 501.682.7800.

Act 2084 of the 2005 Arkansas General Assembly provides for a new contributory program for APERS members hired on or after July 1, 2005, and those non-contributory members who elect to become contributory. Members participating in the contributory program will contribute 5% of their annual compensation, pre-tax (taxes are deferred). All active APERS members employed before July 1, 2005, had six months to elect coverage under the contributory program. The deadline to elect to be contributory was December 31, 2005. The contributory program does not provide for a temporary annuity for participants. However, the contributory program does provide for a higher multiplier (2.0%) that is utilized to calculate the member's retirement benefit.

City of Bentonville, Arkansas

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Benefits provided. Benefits under APERS are calculated depending on the member's hire date, with retirees separated into two separate categories; the non-contributory plan applies to all persons hired prior to July 1, 2005 while the new contributory plan applies to all employees hired on or after July 1, 2005. Under both plans, a member may retire with full benefits at either the age of 65 with five years of service, or at any age with 28 years of service. The member may retire with reduced benefits at either the age of 55 with five years of service or at any age with 25 years of service. The reduction is equal to one-half of one percent for each month retirement precedes normal retirement age or one-percent for each month below 28 years of actual service, whichever is less. Under the non-contributory plan, the benefit calculation is equal to a factor of 1.72% of the member's final average salary multiplied by the years and months of credited service. Under the new contributory plan, the benefit calculation is equal to a factor of 2.00% of the members final average salary multiplied by the years of credited service. Under each plan, an additional .5% of the member's final average salary is awarded for each year of credited service exceeding 28 years. The minimum monthly benefit is \$150, excluding any age and beneficiary option reductions.

Under both the non-contributory and contributory plan, the member's final average salary is the highest 36 calendar months of covered compensation. In addition, a cost-of-living adjustment of 3% annually is included in the current benefits.

Contributions. Contributions to APERS are made by both the Member (under the contributory plan) and employers. Member contribution rates are established by the APERS Board of Trustees. The employer contributions are actuarially determined on an annual basis. The current employee contribution rate is 5 percent of covered payroll for each employee under the new contributory plan. The City contributed 15.32% of covered employee's salaries to the plan for the period January 1, 2025 to December 31, 2025. Contributions made to the plan by employees and the City for the year ended December 31, 2025 amounted to \$1,410,622 and \$4,322,145, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2025, the City reported a liability of \$24,757,103 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2025, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on based on the ratio of the City's actual contributions to the Plan during the measurement period to the total employer contributions to the Plan of the group for the measurement period. At June 30, 2025, the City's proportion was 1.17958990%, which is a decrease of 0.03096% from the prior year.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

For the year ended December 31, 2025, the City recognized a reduction in pension expense of \$815,925. At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 767,047	\$ 743,379
Change of assumptions	429,572	-
Changes in proportion	806,683	522,649
Net difference between projected and actual earnings on pension plan investments	-	1,642,333
Contributions subsequent to the measurement date	<u>2,158,487</u>	<u>-</u>
Total	<u>\$ 4,161,789</u>	<u>\$ 2,908,361</u>

The amount reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date of \$2,158,487 will be recognized as a reduction of the net pension liability for the year ended December 31, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Plan will be recognized in pension expense as follows:

Fiscal Year Ending December 31	
2026	\$ 2,501,403
2027	(1,555,037)
2028	(1,159,410)
2029	<u>(692,015)</u>
Total	<u>\$ (905,059)</u>

Actuarial Assumptions

The total pension liability in the June 30, 2025 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.25 percent
Salary increases	3.25 percent to 9.85 percent
Investment rate of return	7.15 percent, net of pension plan investment expense, including inflation

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Mortality rates were based on the RP-2006 Healthy Annuitant benefit weighted generational mortality tables for males and females. The disability post-retirement mortality tables used were the RP-2006 Disabled Retiree benefit weighted generational mortality tables for males and females. The death-in-service mortality tables used were the RP-2006 Employee benefit weighted generational mortality tables for males and females. The tables applied credibility adjustments of 135% for males and 125% for females and were adjusted for fully generational mortality improvements using Scale MP-2017.

The actuarial assumptions used in the June 30, 2025 valuation were based on the results of an actuarial experience study for the period July 1, 2017 through June 30, 2022.

Long-term Expected Return on Plan Assets

The long-term expected rate of return on pension plan investments was determined using a building block method in which best-estimate ranges of expected future real rates of return for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the current asset allocation percentage and by adding expected price inflation. The long-term expected rates of return are shown in the table below:

Long-term Expected Real Rate of Return		
Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Broad Domestic Equity	39.00%	5.14%
International Equity	17.00%	5.97%
Real Estate	16.00%	5.00%
Private Equity	5.00%	8.77%
Hedge Funds	2.00%	3.58%
Domestic Fixed	21.00%	3.26%
Total	100.00%	

Discount Rate

In the June 30, 2025 actuarial valuation, a single discount rate of 7.00% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 7.00%. The projection of cash flows, based on the assumptions made, found that the pension plan's net position was available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Sensitivity of the City's Proportionate Share of the Net Pension Liability/(Asset) to Changes in the Discount Rate

The following table presents the City's proportionate share of the net pension liability/(asset) calculated using the discount rate of 7.00 percent, as well as what the City's proportionate share of the net pension liability/(asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	Sensitivity of the Net Pension Liability to the Single Discount Rate Assumption		
	1% Decrease 6.00%	Current Single Rate Assumption 7.00%	1% Increase 8.00%
City's proportionate share of the net pension liability/(asset)	\$ 46,200,247	\$ 24,757,103	\$ 7,074,869

Note 8: Other Postemployment Benefits (OPEB)

Plan Description: The City sponsors and administers an informal single-employer defined benefit healthcare plan. Retirees who are vested in their retirement plan and are eligible to receive a retirement benefit (and actually apply for and receive the retirement benefit) are eligible to purchase continued health benefits coverage for the retiree and the retiree's dependents until Medicare eligibility. The City Council has the authority to establish and amend the requirements of this plan. The City does not issue stand-alone financial statements of the healthcare plan but all required information is presented in this report. No assets are accumulated in a trust that meets the criteria of paragraph 4 of GASB No. 75.

Funding Policy: The contribution requirements of plan members are established by City ordinance and may be amended as needed. Retiree coverage is the same as the coverage provided to active City employees. Retirees pay premiums ranging from \$433.96 to \$1,168.21 per month depending on the coverage elected. The City's policy maintains that retirees must pay 100% of the cost of premiums. The cost of retiree healthcare benefits is financed on a pay-as-you-go basis and is recorded as an expense in the applicable fund as liabilities are incurred. There were 24 retirees covered under this plan at December 31, 2025. Dependent coverage was provided for three of the retirees. Total benefits paid by City to retirees during the fiscal year were \$259,818.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Employees covered by benefit terms – at December 31, 2025, the following employees were covered by benefit terms:

Inactive plan members or beneficiaries currently receiving benefit payments	24
Inactive plan members entitled to but not receiving benefit payments	-
Active members	<u>678</u>
Total	<u><u>702</u></u>

Total OPEB Liability – The City's total OPEB liability of \$11,352,803 was measured as of December 31, 2025, and was determined by an actuarial valuation as of that date.

Actuarial Methods and Assumptions: The Total OPEB liability in the December 31, 2025 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount rate 4.83 percent based on the 20 year municipal bond yield from the Bond Buyer's index.
Prior discount rate was 4.28 percent

Salary increases 3.25 percent

Inflation rate 2.50 percent

Healthcare Cost
Trend rates 8.0 percent for 2026 decreasing annually, to ultimate rate of 4.5 percent for 2031

Cost Method Allocation of Actuarial Present Value of Future Benefits for Services prior and after the Measurement Date was determined using Entry Age Normal Level % of Salary were:
Service cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefits at retirement; and Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the payroll growth.

Mortality General Retirees: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2021
Police Retirees: SOA Pub-2010 Public Safety Headcount Weighted Mortality Table fully generational using Scale MP-2021
Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality fully generational using Scale MP-2021

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Changes in Total OPEB Liability

Service cost	\$	789,062
Interest		433,092
Changes in benefit terms		-
Changes in assumptions		888,713
Differences between expected and actual experience		43,294
Benefit payments		<u>(259,818)</u>
Net change in total OPEB liability		1,894,343
Total OPEB Liability – beginning of year		<u>9,458,460</u>
Total OPEB Liability – end of year	\$	<u><u>11,352,803</u></u>

Sensitivity of the Total OPEB Liability to the Discount Rate – The following represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it was calculated using a discount rate that is 1-percentage-point lower (3.83 percent) or 1-percentage-point higher (5.83 percent) than the current discount rate:

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate			
	1% Decrease 3.83%	Discount Rate 4.83%	1% Increase 5.83%
Other Postemployment Benefits Liability	\$ <u>12,579,983</u>	\$ <u>11,352,803</u>	\$ <u>10,262,172</u>

Sensitivity of the Total OPEB Liability to the Healthcare Cost Trend Rates – The following represents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it was calculated using a healthcare cost trend rate that is 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rate:

Sensitivity of the Total OPEB Liability to Changes in the Healthcare Cost Trend Rate			
	1% Decrease	Healthcare Cost Trend Rates	1% Increase
Other Postemployment Benefits Liability	\$ <u>9,891,610</u>	\$ <u>11,352,803</u>	\$ <u>13,106,451</u>

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB – For the year ended December 31, 2025, the City recognized OPEB expense of \$1,337,235. At December 31, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 479,263	\$ (1,264,786)
Changes in assumptions	1,949,752	(427,078)
Total	<u>\$ 2,429,015</u>	<u>\$ (1,691,864)</u>

The balances as of December 31, 2025 of the deferred outflows/(inflows) of resources will be recognized in OPEB expense in the future fiscal years as follows:

Fiscal Year Ended December 31,	Annual OPEB Cost
2026	\$ 115,081
2027	115,078
2028	140,678
2029	60,816
2030	49,637
Thereafter	255,861
Total	<u>\$ 737,151</u>

Note 9: Risk Management

The City has various insurance policies to cover its potential liability risk areas (e.g., automobile, personal property, contents and outside structures and worker's compensation). Coverage is provided both commercially and through the Arkansas Municipal League (AML), which is an association of local governments. AML provides the City with automobile and legal defense coverage. Fixed premiums are set annually by AML based on such factors as claims experience, employee class multipliers and population. For risks covered by AML, the City pays no deductible; however, the City pays a \$2,000 fee to AML for each legal matter it handles. There have been no significant reductions in coverage from 2024 to 2025; nor have settlement amounts exceeded insurance coverage for the current year or the three prior years.

City of Bentonville, Arkansas

Notes to Financial Statements

December 31, 2025

Note 10: Contingencies

The City, its agencies and its employees are defendants in various legal proceedings, many of which normally occur in governmental operations. Such litigation includes, but is not limited to, claims assessed against the City for property damage and personal injury, other alleged torts and alleged violations of state and federal laws. Based on the current status of all of these legal proceedings, it is the opinion of the City Attorney and management that the ultimate outcome will not have a material adverse impact on the City's financial position.

Note 11: Subsequent Events

In February 2026, the City issued \$239,000,000 of Wastewater Development Fee Revenue Bonds for the purpose of financing all or a portion of the costs of wastewater system improvements.

Required Supplementary Information

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City of Bentonville, Arkansas
Budgetary Comparison Schedule -
General Fund
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Property tax	\$ 10,906,431	\$ 10,906,431	\$ 10,718,518	\$ (187,913)
Sales tax	52,629,005	52,629,005	47,879,897	(4,749,108)
State turnback	2,240,757	2,240,757	2,550,929	310,172
Franchise taxes	6,538,290	6,538,290	7,507,136	968,846
Charges for services	8,658,495	8,658,495	9,552,410	893,915
Fines and forfeitures	499,196	499,196	701,898	202,702
Licenses and permits	1,610,927	1,610,927	2,695,272	1,084,345
Grants	1,219,724	87,212,883	49,848,420	(37,364,463)
Contributions	107,240	4,017,102	2,186,201	(1,830,901)
Interest income	3,347,224	3,347,224	4,622,431	1,275,207
Miscellaneous	194,630	194,630	3,040,803	2,846,173
Total revenues	87,951,919	177,854,940	141,303,915	(36,551,025)
Expenditures				
Current				
General government	12,951,646	15,676,716	11,105,173	4,571,543
Public safety	39,258,142	39,827,582	38,281,882	1,545,700
Recreation	16,204,360	21,263,305	16,221,500	5,041,805
Library	2,741,381	3,025,884	2,557,976	467,908
CDBG	310,326	99,123	42,369	56,754
Capital outlay	11,492,011	119,004,288	62,293,494	56,710,794
Total expenditures	82,957,866	198,896,898	130,502,394	68,394,504
Excess (Deficiency) of Revenues Over Expenditures	4,994,053	(21,041,958)	10,801,521	31,843,479
Other Financing Sources (Uses)				
Sale of capital assets	-	-	32,828	32,828
Transfers in	277,500	3,473,337	2,997,085	(476,252)
Transfers out	(5,000,000)	(5,000,000)	(836,563)	4,163,437
Total other financing sources (uses)	(4,722,500)	(1,526,663)	2,193,350	3,720,013
Net Change in Fund Balances	271,553	(22,568,621)	12,994,871	35,563,492
Fund Balances, Beginning of Year	112,214,754	112,214,754	112,214,754	-
Fund Balances, End of Year	\$ 112,486,307	\$ 89,646,133	\$ 125,209,625	\$ 35,563,492

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City of Bentonville, Arkansas
Budgetary Comparison Schedule -
Street Fund
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Property tax	\$ 3,077,443	\$ 3,077,443	\$ 3,301,061	\$ 223,618
State turnback	4,736,000	4,736,000	4,492,899	(243,101)
Charges for services	20,000	20,000	18,351	(1,649)
Licenses and permits	12,000	12,000	11,575	(425)
Grants	-	4,135,384	708,247	(3,427,137)
Contributions	-	-	2,001,320	2,001,320
Interest income	497,175	497,175	562,311	65,136
Miscellaneous	-	-	1,428,065	1,428,065
Total revenues	8,342,618	12,478,002	12,523,829	45,827
Expenditures				
Current:				
Street department	7,075,018	7,306,610	5,660,835	1,645,775
Capital outlay	1,188,500	10,172,468	1,743,234	8,429,234
Total expenditures	8,263,518	17,479,078	7,404,069	10,075,009
Excess (Deficiency) of Revenues Over Expenditures	79,100	(5,001,076)	5,119,760	10,120,836
Other Financing Sources (Uses)				
Transfers out	-	-	(743,623)	(743,623)
Total other financing sources (uses)	-	-	(743,623)	(743,623)
Net Change in Fund Balances	79,100	(5,001,076)	4,376,137	9,377,213
Fund Balances, Beginning of Year	11,341,883	11,341,883	11,341,883	-
Fund Balances, End of Year	<u>\$ 11,420,983</u>	<u>\$ 6,340,807</u>	<u>\$ 15,718,020</u>	<u>\$ 9,377,213</u>

City of Bentonville, Arkansas
Retiree Healthcare Plan
Schedule of Changes in the City's Total OPEB Liability and Related Ratios

Total OPEB Liability	2025	2024	2023	2022	2021	2020	2019
Service cost	\$ 789,062	\$ 702,803	\$ 647,402	\$ 672,862	\$ 630,525	\$ 440,363	\$ 350,443
Interest	433,092	385,541	368,692	196,178	161,312	222,061	227,467
Change in benefit terms	-	(192,580)	-	-	-	-	-
Differences between expected and actual experience	43,294	77,821	(520,443)	(791,947)	543,199	(1,063,276)	257,644
Changes of assumptions or other inputs	888,713	(339,321)	739,415	(31,045)	(113,335)	1,175,106	540,922
Benefit payments	(259,818)	(220,896)	(191,819)	(179,686)	(128,782)	(204,440)	(173,719)
Net change in total OPEB liability	1,894,343	413,368	1,043,247	(133,638)	1,092,919	569,814	1,202,757
Total OPEB liability – beginning	9,458,460	9,045,092	8,001,845	8,135,483	7,042,564	6,472,750	5,269,993
Total OPEB liability – ending	<u>\$ 11,352,803</u>	<u>\$ 9,458,460</u>	<u>\$ 9,045,092</u>	<u>\$ 8,001,845</u>	<u>\$ 8,135,483</u>	<u>\$ 7,042,564</u>	<u>\$ 6,472,750</u>
Covered-employee payroll	\$ 50,472,313	\$ 46,241,368	\$ 41,895,767	\$ 37,551,609	\$ 33,093,429	\$ 28,116,711	\$ 27,868,664
Total OPEB liability as a percentage of covered employee payroll	22.5%	20.5%	21.6%	21.3%	24.6%	25.0%	23.2%
Total OPEB Liability	2018						
Service cost	\$ 340,441						
Interest	185,817						
Change in benefit terms	-						
Differences between expected and actual experience	145,729						
Changes of assumptions or other inputs	(401,643)						
Benefit payments	(122,045)						
Net change in total OPEB liability	148,299						
Total OPEB liability – beginning	5,121,694						
Total OPEB liability – ending	<u>\$ 5,269,993</u>						
Covered-employee payroll	\$ 24,500,575						
Total OPEB liability as a percentage of covered employee payroll	21.5%						

Notes to Schedule:

No assets accumulated in a trust that meets the criteria of paragraph 4 of GASB No. 75.

This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled under the provisions of GASB 75, the City will only present available information.

City of Bentonville, Arkansas
Retiree Healthcare Plan
Schedule of Changes in the City's Total OPEB Liability and Related Ratios
(Continued)

Change in Assumptions:

	2025	2024	2023
Discount Rate	4.83%	4.28%	4.00%
Health Care Cost Trend Rates	8.0% for 2025 decreasing annually to 4.5% for 2032	7.5% for 2024 decreasing annually to 4.5% for 2031	8% for 2024 decreasing annually to 4.5% for 2031
Mortality			
	2022	2021	2020
Discount Rate	4.31%	2.25%	2.12%
Health Care Cost Trend Rates	7.5% for 2023 decreasing annually to 4.5% for 2029	7.5% for 2022 decreasing annually to 4.5% for 2028	7% for 2021 decreasing annually to 4.5% for 2026
Mortality	General Retirees: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2021 Police Retirees: SOA Pub-2010 Public Safety Headcount Weighted Mortality Table fully generational using Scale MP-2021 Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality fully generational using Scale MP-2021		General Retirees: SOA Pub-2010 General Headcount Weighted Mortality Table fully generational using Scale MP-2020 Police Retirees: SOA Pub-2010 Public Safety Headcount Weighted Mortality Table fully generational using Scale MP-2020 Surviving Spouses: SOA Pub-2010 Contingent Survivor Headcount Weighted Mortality fully generational using Scale MP-2020
	2019		
Discount Rate	3.26%		
Health Care Cost Trend Rates	7.5% for 2020 decreasing annually to 4.5% for 2026		
Mortality	RPH-2019 Total Dataset Mortality Table fully Generational using Scale MP-2019		

City of Bentonville, Arkansas

Agent Multiple-Employer Plan

Schedule of Changes in the City's Net Pension Asset and Related Ratios – FRPF

Fiscal Year Ended December 31, Total Pension Liability	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Interest	\$ 402,878	\$ 401,158	\$ 416,969	\$ 414,163	\$ 411,597	\$ 408,662	\$ 405,456	\$ 429,845	\$ 437,660	\$ 466,923
Difference between actual and expected experience	72,599	64,908	(253,800)	69,686	63,704	58,343	51,252	(192,297)	219,904	(60,276)
Assumption changes	-	-	(142,095)	5,841	-	-	-	417,704	-	132,682
Benefit payments	(449,276)	(435,411)	(453,693)	(445,527)	(431,749)	(418,394)	(403,429)	(415,392)	(1,101,418)	(355,876)
Net Change in Total Pension Liability	26,201	30,655	(432,619)	44,163	43,552	48,611	53,279	239,860	(443,854)	183,453
Total Pension Liability – Beginning	5,781,581	5,750,926	6,183,545	6,139,382	6,095,830	6,047,219	5,993,940	5,754,080	6,197,934	6,014,481
Total Pension Liability – Ending (a)	\$ 5,807,782	\$ 5,781,581	\$ 5,750,926	\$ 6,183,545	\$ 6,139,382	\$ 6,095,830	\$ 6,047,219	\$ 5,993,940	\$ 5,754,080	\$ 6,197,934
Plan Fiduciary Net Position										
Contributions – employer	\$ 20,491	\$ 19,102	\$ 19,799	\$ 18,390	\$ 17,048	\$ 17,254	\$ 13,795	\$ (62,065)	\$ 21,017	\$ 16,427
Contributions – employee	-	-	-	-	-	-	-	-	37,908	-
Net investment income	1,264,647	1,186,840	(1,402,468)	1,413,938	1,037,393	1,314,415	(218,852)	993,670	441,257	14,939
Local plan administrative mergers	-	-	-	-	-	-	10	-	-	-
Benefit payments	(449,276)	(435,411)	(453,693)	(445,527)	(431,749)	(418,394)	(403,429)	(415,392)	(1,101,418)	(355,876)
Administrative Expense	(14,229)	(9,945)	(9,215)	(11,735)	(12,830)	(11,560)	(14,510)	(12,739)	(14,488)	(18,669)
Net Change in Plan Fiduciary Net Position	821,633	760,586	(1,845,577)	975,066	609,862	901,715	(622,986)	503,474	(615,724)	(343,179)
Plan Fiduciary Net Position – Beginning	8,655,560	7,894,974	9,740,551	8,765,485	8,155,623	7,253,908	7,876,894	7,373,420	7,989,144	8,332,323
Plan Fiduciary Net Position – Ending (b)	\$ 9,477,193	\$ 8,655,560	\$ 7,894,974	\$ 9,740,551	\$ 8,765,485	\$ 8,155,623	\$ 7,253,908	\$ 7,876,894	\$ 7,373,420	\$ 7,989,144
City's Net Pension Asset (a) - (b)	\$ (3,669,411)	\$ (2,873,979)	\$ (2,144,048)	\$ (3,557,006)	\$ (2,626,103)	\$ (2,059,793)	\$ (1,206,689)	\$ (1,882,954)	\$ (1,619,340)	\$ (1,791,210)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	163.18%	149.71%	137.28%	157.52%	142.77%	133.79%	119.95%	131.41%	128.14%	128.90%
Covered Payroll	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's Net Pension Asset as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Note: Information in this schedule has been determined as of the measurement date (December 31 of the year prior to the most recent fiscal year-end) of the City's net pension liability.

Change in Assumptions:

- (1) In 2018, the investment rate of return changed from 7.75% in 2017 to 7.00% in 2018.
- (2) In 2016; the inflation rate decreased from 3.00% in 2015 to 2.75% in 2016; the investment rate of return decreased from 8.00% in 2015 to 7.75% in 2016; and the projected salary increases decreased from 4.00% in 2015 to 3.75% in 2016.
- (3) In 2023, the investment rate of return changed from 7.00% to 7.25%

City of Bentonville, Arkansas
Agent Multiple-Employer Plan
Schedule of Contributions – FRPF

FY Ended December 31,	Actuarially Determined Contribution (ADC)	Actual Contribution	Contribution Deficiency (Excess)	Covered Payroll	Actual Contribution as a % of Covered Payroll
2015	\$ -	\$ 16,427	\$ (16,427)	\$ -	N/A
2016	-	21,017	(21,017)	-	N/A
2017	-	(62,065)	62,065	-	N/A
2018	-	13,795	(13,795)	-	N/A
2019	-	17,254	(17,254)	-	N/A
2020	-	-	-	-	N/A
2021	-	18,390	(18,390)	-	N/A
2022	-	19,799	(19,799)	-	N/A
2023	-	19,102	(19,102)	-	N/A
2024	-	19,102	(19,102)	-	N/A
2025	-	20,491	(20,491)	-	N/A

Key Assumptions for ADC:

Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization	6 Years beginning January 1, 2024
Asset Valuation	5 Year Smoothed Fair Value, 20% Corridor
Inflation	2.25%
Salary Increases	3.00%
Investment Rate of Return	7.25%
Retirement Age	Experience-based table of rates that are specific to the type of eligibility benefits. Last updated for the 2021 pursuant to an experience study of the period 2017–2021.
Mortality	Pub-2012 Amount-Weighted General Below Median Income Healthy Retiree tables set forward one year for males and two years for females, Disabled Retiree and Employee mortality tables for males and females. The tables were adjusted fully for generational mortality improvements using Scale MP-2020.

Note: Information in this schedule has been determined as of the City's most recent fiscal year-end.

City of Bentonville, Arkansas
Cost-Sharing Plan
Schedule of the City's Proportionate Share of the Net Pension Liability – LOPFI

City Fiscal Year Ended December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	3.56774%	3.27688%	3.25522%	3.11353%	3.01562%	2.85581%	2.73423%	2.71200%	2.64262%	2.54026%
City's proportion share of the net pension liability	\$ 30,554,357	\$ 32,799,486	\$ 34,755,709	\$ 15,733,093	\$ 20,731,920	\$ 22,068,039	\$ 24,673,203	\$ 19,271,356	\$ 15,076,984	\$ 13,330,612
City's covered payroll	\$ 17,899,524	\$ 15,726,545	\$ 13,436,352	\$ 12,065,543	\$ 11,348,676	\$ 10,212,486	\$ 9,330,536	\$ 8,798,931	\$ 8,004,466	\$ 7,951,238
City's proportionate share of the net pension liability as a percentage of its covered payroll	170.70%	208.56%	258.67%	130.40%	182.68%	216.09%	264.44%	219.02%	188.36%	167.65%
Plan fiduciary net position as a percentage of the total pension liability	78.89%	73.50%	69.07%	84.67%	77.68%	73.03%	66.09%	71.48%	72.87%	72.90%

Note: Information in this schedule has been determined as of the measurement date (December 31 of the year prior to the most recent fiscal year-end) of the City's net pension liability.

City of Bentonville, Arkansas
Cost-Sharing Plan
Schedule of City Contributions – LOPFI

City Fiscal Year Ended December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	\$ 4,747,246	\$ 3,962,744	\$ 3,774,349	\$ 3,156,487	\$ 2,837,067	\$ 2,676,967	\$ 2,399,934	\$ 2,135,877	\$ 1,940,202	\$ 1,684,557
Contributions in relation to the contractually required contribution	(4,747,246)	(3,962,744)	(3,774,349)	(3,156,487)	(2,837,067)	(2,676,967)	(2,399,934)	(2,135,877)	(1,940,202)	(1,684,557)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered payroll	\$ 19,376,514	\$ 17,899,524	\$ 15,726,454	\$ 13,436,352	\$ 12,065,543	\$ 11,348,676	\$ 10,212,486	\$ 9,330,536	\$ 8,798,931	\$ 8,004,748
Contributions as a percentage of covered payroll	24.50%	22.14%	24.00%	23.49%	23.51%	23.59%	23.50%	22.89%	22.05%	21.04%

Note: Information in this schedule has been determined as of the City's most recent fiscal year-end.

City of Bentonville, Arkansas

Cost-Sharing Plan

Schedule of the City's Proportionate Share of the Net Pension Liability – APERS

City Fiscal Year Ended December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
City's proportion of the net pension liability	1.17958990%	1.21054722%	1.15346255%	1.09793962%	1.02703553%	0.99458979%	0.98044303%	0.92204720%	0.89669761%	0.82968373%
City's proportion share of the net pension liability	\$ 24,757,103	\$ 30,119,891	\$ 33,614,051	\$ 29,604,661	\$ 7,896,181	\$ 28,480,919	\$ 23,653,470	\$ 20,339,762	\$ 23,171,926	\$ 19,840,626
City's covered payroll	\$ 28,107,480	\$ 25,060,593	\$ 25,323,988	\$ 22,860,560	\$ 20,363,796	\$ 19,310,426	\$ 18,020,449	\$ 17,225,762	\$ 16,818,306	\$ 14,261,744
City's proportionate share of the net pension liability as a percentage of its covered payroll	88.08%	120.19%	132.74%	129.50%	38.78%	147.49%	131.26%	118.08%	137.78%	139.12%
Plan fiduciary net position as a percentage of the total pension liability	85.04%	81.61%	77.94%	78.31%	93.57%	75.38%	78.55%	79.59%	75.65%	75.50%

Note: Information in this schedule has been determined as of the measurement date (June 30 of the year prior to the most recent fiscal year-end) of the City's net pension liability.

City of Bentonville, Arkansas

Cost-Sharing Plan

Schedule of City Contributions – APERS

City Fiscal Year Ended December 31,	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Contractually required contribution	\$ 4,322,145	\$ 3,962,744	\$ 4,253,232	\$ 3,642,916	\$ 3,289,292	\$ 3,037,722	\$ 2,875,787	\$ 2,636,432	\$ 2,444,877	\$ 2,260,596
Contributions in relation to the actuarially required contribution	(4,322,145)	(3,962,744)	(4,253,232)	(3,642,916)	(3,289,292)	(3,037,722)	(2,875,787)	(2,636,432)	(2,444,877)	(2,260,596)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered payroll	\$ 28,212,437	\$ 25,866,485	\$ 26,418,269	\$ 23,778,823	\$ 21,470,574	\$ 19,828,470	\$ 18,771,454	\$ 17,534,429	\$ 16,714,991	\$ 15,590,294
Contributions as a percentage of covered payroll	15.32%	15.32%	16.10%	15.32%	15.32%	15.32%	15.32%	15.04%	14.63%	14.50%

Note: Information in this schedule has been determined as of the City's most recent fiscal year-end.

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City of Bentonville, Arkansas

Notes to Required Supplementary Information

December 31, 2025

Budget and Budgetary Accounting

The City Council (the Council) adheres to the following procedures in establishing the budgets reflected in the accompanying general purpose financial statements:

1. Prior to December 1, the Mayor and Finance Director submit to the City Council a proposed operating budget for the fiscal year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public hearings are conducted at City Hall to obtain taxpayer comments.
3. Prior to February 1, the budget is legally enacted through approval by the Council.
4. Budget for the general, street and federal grant funds are adopted on a basis consistent, in all material respects, with accounting principles generally accepted in the United States of America (GAAP).

Budgeted revenues and expenditures represented the formal operating budget adopted by the City Council, as amended by the Council during the year. The legal level of budgetary control is maintained at the fund level for all funds. Management control is maintained at the department level. Budgeted amounts, other than ongoing capital projects not spent by year-end, lapse. Expenditures greater than budgeted amounts must be approved by the Council by voting to amend the budget.

Pensions

LOPFI

Economic Assumptions

Investment Rate of Return	7.25%
Price Inflation	2.25%
Pay Increase Assumptions	Ranges from 3.50 to 18.00%
Wage inflation	3.00%
Total Number of Active Members	Assumed to continue at the present number.

APERS

Economic Assumptions

Investment Rate of Return	7.15%
Pay Increase Assumptions	Ranges from 3.25% to 9.85% depending on service years, including 3.25% for wage inflation.
Total Active Member Payroll	Assumed to increase 3.25% per year, which is the portion of the individual pay increase assumptions attributable to wage inflation.
Total Number of Active Members	Assumed to continue at the present number.

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Combining and Individual Fund Financial Statements and Schedules

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City of Bentonville, Arkansas
Combining Balance Sheet - Nonmajor Governmental Funds
December 31, 2025

	Impact & Capacity	Court	Federal Grant Fund	Total Nonmajor Governmental Funds
Assets				
Accounts receivable:				
Grants and other	\$ -	\$ 9,645	\$ -	\$ 9,645
Restricted assets:				
Cash and cash equivalents	9,896,516	333,493	207,586	10,437,595
Total assets	<u>\$ 9,896,516</u>	<u>\$ 343,138</u>	<u>\$ 207,586</u>	<u>\$ 10,447,240</u>
Liabilities				
Accounts payable	\$ -	\$ 175,164	\$ 893	\$ 176,057
Due to other funds	680,911	-	-	680,911
Due to other governments	-	167,974	-	167,974
Unearned revenues	-	-	65,731	65,731
Total liabilities	<u>680,911</u>	<u>343,138</u>	<u>66,624</u>	<u>1,090,673</u>
Fund balances				
Restricted				
New growth	9,215,605	-	-	9,215,605
Assigned	-	-	140,962	140,962
Total fund balances	<u>9,215,605</u>	<u>-</u>	<u>140,962</u>	<u>9,356,567</u>
Total liabilities and fund balances	<u>\$ 9,896,516</u>	<u>\$ 343,138</u>	<u>\$ 207,586</u>	<u>\$ 10,447,240</u>

City of Bentonville, Arkansas
Combining Statement of Revenues, Expenditures and
Changes in Fund Balances -
Nonmajor Governmental Funds
Year Ended December 31, 2025

	Impact/Capacity Fees	Court	Federal Grant Fund	Total Nonmajor Governmental Funds
Revenues				
Impact fees	\$ 3,391,270	\$ -	\$ -	\$ 3,391,270
Grants	-	-	126,014	126,014
Interest income	265,610	-	7,074	272,684
Total revenues	3,656,880	-	133,088	3,789,968
Expenditures				
Current:				
General government	-	-	57,548	57,548
Capital outlay	-	-	68,467	68,467
Total expenditures	-	-	126,015	126,015
Excess of revenues over expenditures	3,656,880	-	7,073	3,663,953
Other Financing Sources (Uses)				
Transfers in	7,187	-	-	7,187
Transfers out	(2,997,085)	-	-	(2,997,085)
Total other financing sources (uses)	(2,989,898)	-	-	(2,989,898)
Net Change in Fund Balances	666,982	-	7,073	674,055
Fund Balances, Beginning of Year	8,548,623	-	133,889	8,682,512
Fund Balances, End of Year	<u>\$ 9,215,605</u>	<u>\$ -</u>	<u>\$ 140,962</u>	<u>\$ 9,356,567</u>

City of Bentonville, Arkansas
Schedule of Revenues, Expenditures and
Changes in Fund Balances - Budget and Actual -
Debt Service Fund
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues				
Sales tax	\$ 22,490,746	\$ 22,490,746	\$ 20,136,624	\$ (2,354,122)
Interest income	-	-	443,029	443,029
Total revenues	22,490,746	22,490,746	20,579,653	(1,911,093)
Expenditures				
Principal	18,366,767	18,366,767	17,160,000	1,206,767
Interest	4,123,979	4,123,979	4,164,066	(40,087)
Total expenditures	22,490,746	22,490,746	21,324,066	1,166,680
Deficiency of Revenues Over Expenditures	-	-	(744,413)	(744,413)
Other financing sources (uses)				
Issuance of debt	-	-	2,060,066	2,060,066
Total other financing sources (uses)	-	-	2,060,066	2,060,066
Net Change in Fund Balances	-	-	1,315,653	1,315,653
Fund Balances, Beginning of Year	10,625,073	10,625,073	10,625,073	-
Fund Balances, End of Year	<u>\$ 10,625,073</u>	<u>\$ 10,625,073</u>	<u>\$ 11,940,726</u>	<u>\$ 1,315,653</u>

City of Bentonville, Arkansas
Schedule of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual -
Impact/Capacity Fees
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues				
Impact fees	\$ 2,250,000	\$ 2,250,000	\$ 3,391,270	\$ 1,141,270
Interest income	227,168	227,168	265,610	38,442
Miscellaneous	277,500	277,500	-	(277,500)
Total revenues	2,754,668	2,754,668	3,656,880	902,212
Expenditures				
Public safety	1,149,822	1,149,822	-	1,149,822
Recreation	1,206,957	1,206,957	-	1,206,957
Library	120,389	120,389	-	120,389
Total expenditures	2,477,168	2,477,168	-	2,477,168
Other Financing Sources (Uses)				
Transfers in	-	-	7,187	7,187
Transfers out	(277,500)	(2,046,687)	(2,997,085)	(950,398)
Net other financing sources (uses)	(277,500)	(2,046,687)	(2,989,898)	(943,211)
Net Change in Fund Balances	-	(1,769,187)	666,982	2,436,169
Fund Balances, Beginning of Year	8,548,623	8,548,623	8,548,623	-
Fund Balances, End of Year	<u>\$ 8,548,623</u>	<u>\$ 6,779,436</u>	<u>\$ 9,215,605</u>	<u>\$ 2,436,169</u>

City of Bentonville, Arkansas
Schedule of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual -
Federal Grant Fund
Year Ended December 31, 2025

	Original Budget	Final Budget	Actual	Variance with Final Budget - Positive (Negative)
Revenues				
Grants	\$ -	\$ 194,744	\$ 126,014	\$ (68,730)
Interest income	-	-	7,074	7,074
Total revenues	-	194,744	133,088	(61,656)
Expenditures				
General government	-	115,092	57,548	57,544
Capital outlay	-	76,652	68,467	8,185
Total expenditures	-	191,744	126,015	65,729
Net Change in Fund Balances	-	3,000	7,073	4,073
Fund Balances, Beginning of Year	133,889	133,889	133,889	-
Fund Balances, End of Year	<u>\$ 133,889</u>	<u>\$ 136,889</u>	<u>\$ 140,962</u>	<u>\$ 4,073</u>

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City of Bentonville, Arkansas
Combining Statement of Revenues and Expenses -
Enterprise Fund
Year Ended December 31, 2025

	Electric	Water	Wastewater	Sanitation	Support Services and Other	Total
Operating Revenues						
Charges for services	\$ 92,037,669	\$ 26,651,782	\$ 20,661,615	\$ 8,710,948	\$ 767,407	\$ 148,829,421
Other, net	3,120,831	13,021	1,256	-	40,861	3,175,969
Total operating revenues	95,158,500	26,664,803	20,662,871	8,710,948	808,268	152,005,390
Operating Expenses						
Salaries and fringe benefits	7,830,467	3,011,106	4,254,804	-	599,621	15,695,998
Contract purchases	66,973,540	12,349,595	7,738,829	7,526,680	-	94,588,644
Maintenance	642,449	7,315,119	719,550	-	68,600	8,745,718
Depreciation and amortization	5,892,092	2,290,313	2,540,968	-	645,243	11,368,616
Materials and supplies	5,636	189,263	592,809	-	283,321	1,071,029
Other services and charges	4,514,528	2,015,644	2,502,491	80,339	2,671,134	11,784,136
Total operating expenses	85,858,712	27,171,040	18,349,451	7,607,019	4,267,919	143,254,141
Operating Income (Loss)	9,299,788	(506,237)	2,313,420	1,103,929	(3,459,651)	8,751,249
Nonoperating Income (Expenses)						
Interest income	1,506,196	258,535	144,863	54,730	-	1,964,324
Bond interest and fiscal agent charges	(120,665)	(41,692)	(165,009)	-	-	(327,366)
Gain (loss) on sale of capital assets	-	25,000	(256,093)	-	-	(231,093)
Grants	1,735,399	3,097,239	935,066	-	-	5,767,704
Net non-operating revenues (expenses)	3,120,930	3,339,082	658,827	54,730	-	7,173,569
Income (Loss) Before Contributions and Transfers	12,420,718	2,832,845	2,972,247	1,158,659	(3,459,651)	15,924,818
Capital contributions	1,066,954	2,145,129	1,260,878	-	-	4,472,961
Developer funded infrastructure revenue	270,402	29,247	15,107	-	-	314,756
Transfers in	685,480	-	143,896	-	-	829,376
Change in Net Position	<u>\$ 14,443,554</u>	<u>\$ 5,007,221</u>	<u>\$ 4,392,128</u>	<u>\$ 1,158,659</u>	<u>\$ (3,459,651)</u>	<u>\$ 21,541,911</u>

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Statistical Section

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City of Bentonville, Arkansas

Statistical Section

This section of the City of Bentonville, Arkansas annual comprehensive financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information reflects about the City's overall financial health.

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These schedules contain trend information to assist the reader in understanding how the City's financial performance and well-being have changed over time 95

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Debt Capacity (Tables 10–12)

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Operating Information (Tables 15–20)

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City of Bentonville, Arkansas
Net Position by Component
Last Ten Years
(Accrual Basis of Accounting)

Table 1

	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Governmental activities										
Net investments in capital assets	\$ 501,941,531	\$ 443,943,355	\$ 385,756,761	\$ 334,555,966	\$ 293,728,622	\$ 279,366,430	\$ 252,689,293	\$ 232,185,202	\$ 214,744,281	\$ 195,975,422
Restricted	44,032,520	42,475,960	35,809,709	35,980,792	36,106,223	26,232,902	21,881,884	20,794,051	19,818,040	16,800,936
Unrestricted	94,697,814	72,264,692	74,261,277	53,088,305	41,607,804	29,922,922	34,860,246	32,844,983	34,279,668	27,397,280
Total governmental activities net position	<u>\$ 640,671,865</u>	<u>\$ 558,684,007</u>	<u>\$ 495,827,747</u>	<u>\$ 423,625,063</u>	<u>\$ 371,442,649</u>	<u>\$ 335,522,254</u>	<u>\$ 309,431,423</u>	<u>\$ 285,824,236</u>	<u>\$ 268,841,989</u>	<u>\$ 240,173,638</u>
Business-type activities										
Net investments in capital assets	\$ 317,667,636	\$ 314,071,877	\$ 290,827,026	\$ 283,389,764	\$ 263,586,357	\$ 208,392,983	\$ 202,310,382	\$ 196,638,875	\$ 190,003,709	\$ 177,477,573
Restricted	1,825,792	1,967,235	1,755,865	1,628,080	1,904,920	1,898,983	2,100,656	2,903,653	2,869,343	2,778,744
Unrestricted	65,329,396	47,241,801	48,812,954	43,530,428	35,206,442	48,801,741	39,938,805	32,421,266	26,076,418	28,427,793
Total business-type activities net position	<u>\$ 384,822,824</u>	<u>\$ 363,280,913</u>	<u>\$ 341,395,845</u>	<u>\$ 328,548,272</u>	<u>\$ 300,697,719</u>	<u>\$ 259,093,707</u>	<u>\$ 244,349,843</u>	<u>\$ 231,963,794</u>	<u>\$ 218,949,470</u>	<u>\$ 208,684,110</u>
Primary government										
Net investments in capital assets	\$ 819,609,167	\$ 758,015,232	\$ 676,583,787	\$ 617,945,730	\$ 557,314,979	\$ 487,759,413	\$ 454,999,675	\$ 428,824,077	\$ 404,747,990	\$ 373,452,995
Restricted	45,858,312	44,443,195	37,565,574	37,608,872	38,011,143	28,131,885	23,982,540	23,697,704	22,687,383	19,579,680
Unrestricted	160,027,210	119,506,493	123,074,231	96,618,733	76,814,246	78,724,663	74,080,201	65,266,249	60,356,086	55,825,073
Total Primary government net position	<u>\$ 1,025,494,689</u>	<u>\$ 921,964,920</u>	<u>\$ 837,223,592</u>	<u>\$ 752,173,335</u>	<u>\$ 672,140,368</u>	<u>\$ 594,615,961</u>	<u>\$ 553,062,416</u>	<u>\$ 517,788,030</u>	<u>\$ 487,791,459</u>	<u>\$ 448,857,748</u>

City of Bentonville, Arkansas
Changes in Net Position
Last Ten Years
(Accrual Basis of Accounting)

Table 2

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Expenses										
Governmental activities										
General government	\$ 15,147,058	\$ 20,628,670	\$ 10,921,383	\$ 9,243,680	\$ 10,035,028	\$ 10,764,635	\$ 11,262,376	\$ 8,199,550	\$ 8,380,920	\$ 7,838,616
Public safety	45,225,977	53,444,341	52,327,094	41,609,816	29,274,828	30,483,681	27,161,452	24,926,207	22,219,435	19,978,800
Recreation	20,260,043	16,692,535	14,512,658	11,960,540	11,555,797	11,533,775	11,908,261	10,579,540	10,239,510	9,126,620
Street department	16,059,799	4,717,661	4,577,579	4,485,584	10,648,467	11,794,878	9,571,784	8,880,453	8,522,377	7,950,435
Library	3,407,113	2,569,375	2,447,699	1,971,203	1,920,680	2,014,164	1,887,076	1,765,524	1,688,914	1,505,475
CDBG	42,369	30,378	-	-	-	-	-	184	7,147	46,716
Interest on long-term debt	4,237,049	3,657,173	1,835,177	1,902,684	1,605,676	1,464,550	1,929,130	2,297,161	2,382,481	2,011,778
Total governmental activities expenses	104,379,408	101,740,133	86,621,590	71,173,507	65,040,476	68,055,683	63,720,079	56,648,619	53,440,784	48,458,440
Business-type activities										
Electric	91,303,405	77,315,647	75,682,962	80,291,013	89,019,330	59,723,199	60,093,455	59,685,788	60,318,959	59,066,230
Water	35,528,337	24,877,297	22,246,339	18,017,830	15,903,270	14,973,111	13,871,208	13,511,887	12,918,078	11,859,994
Wastewater	5,159,542	11,748,793	11,068,758	10,820,503	9,914,062	10,096,434	9,615,262	9,372,920	9,255,683	8,396,479
Sanitation	7,607,019	7,411,693	6,777,840	6,239,748	5,788,402	5,406,151	5,109,186	4,624,380	4,197,480	3,891,758
Support	4,902,662	5,880,824	4,847,777	4,719,484	3,901,263	3,480,455	3,521,239	3,456,000	3,745,763	3,268,751
Total business-type activities expenses	144,500,965	127,234,254	120,623,676	120,088,578	124,526,327	93,679,350	92,210,350	90,650,975	90,435,963	86,483,212
Total primary government	248,880,373	228,974,387	207,245,266	191,262,085	189,566,803	161,735,033	155,930,429	147,299,594	143,876,747	134,941,652
Program Revenues										
Governmental activities										
Charges for Services:										
General government	1,286,712	1,360,165	1,145,283	1,247,311	948,989	3,070,578	3,232,206	2,660,236	411,878	311,264
Public safety	6,136,964	3,815,091	4,503,657	4,169,164	4,521,886	3,302,059	2,762,512	2,537,032	1,778,596	1,527,968
Recreation	7,397,026	5,242,590	5,238,813	4,173,275	3,159,359	1,789,880	5,781,222	4,595,838	3,568,737	3,269,930
Street department	2,024,454	2,210,874	55,999	1,091,287	67,442	1,510,106	2,779,600	958,771	33,259	66,379
Library	421,772	72,915	73,034	65,207	55,601	33,902	59,892	54,224	9	0
Operating grants and contribution	50,156,431	12,375,291	10,579,766	10,631,712	5,841,361	6,119,081	660,682	3,369,266	5,402,348	7,545,636
Capital grants and contributions	7,641,744	37,080,417	19,337,604	9,518,939	4,610,177	12,434,429	5,050,131	5,513,785	5,909,573	4,795,540
Total governmental activities revenue	75,065,103	62,157,343	40,934,156	30,896,895	19,204,815	28,260,035	20,326,245	19,689,152	17,104,400	17,516,717
Business-type activities										
Charges for Services:										
Electric	94,480,958	85,081,195	83,690,683	89,258,344	78,828,519	68,092,503	70,130,577	68,494,676	66,007,652	62,539,169
Water	26,669,398	16,787,270	14,824,390	14,224,969	12,938,735	12,872,797	11,074,498	11,603,640	10,625,553	10,185,022
Wastewater	20,643,999	19,531,815	17,435,937	16,124,255	15,010,162	14,688,256	14,493,682	13,870,399	13,339,032	13,280,744
Sanitation	8,710,948	8,080,987	7,440,926	6,970,297	6,312,831	5,799,564	5,397,459	4,969,400	4,591,853	4,261,907
Support	1,435,299	1,201,621	1,150,338	1,128,968	985,394	295,496	633,512	987,220	929,561	887,122
Operating grants and contribution	2,686,418	101,015	76,561	223,439	6,693,949	827,105	-	150,122	11,978	137,426
Capital grants and contributions	7,869,003	8,827,727	7,127,117	19,816,950	44,814,654	4,459,130	2,432,863	3,150,912	4,158,642	1,203,774
Total business-type activities	162,496,023	139,611,630	131,745,952	147,747,222	165,584,244	107,034,851	104,162,591	103,226,369	99,664,271	92,495,164
Total primary government	237,561,126	201,768,973	172,680,108	178,644,117	184,789,059	135,294,886	124,488,836	122,915,521	116,768,671	110,011,881
Net (expense) revenue										
Governmental activities	(29,314,305)	(39,582,790)	(45,687,434)	(40,276,612)	(45,835,661)	(39,795,648)	(44,438,594)	(36,959,467)	(36,336,384)	(30,941,723)
Business-type activities	17,995,058	12,377,376	11,122,276	27,658,644	41,057,917	13,355,501	11,952,241	12,575,394	9,228,308	6,011,952
Total – primary government	\$ (11,319,247)	\$ (27,205,414)	\$ (34,565,158)	\$ (12,617,968)	\$ (4,777,744)	\$ (26,440,147)	\$ (32,486,353)	\$ (24,384,073)	\$ (27,108,076)	\$ (24,929,771)

City of Bentonville, Arkansas
Changes in Net Position
Last Ten Years
(Accrual Basis of Accounting)

Table 2

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
General revenues and other changes in net pension										
Governmental activities										
Property taxes	\$ 16,333,070	\$ 13,801,494	\$ 13,794,453	\$ 12,180,324	\$ 10,845,680	\$ 10,023,405	\$ 9,417,015	\$ 8,945,939	\$ 8,282,975	\$ 7,757,246
Sales taxes	67,985,531	69,363,687	75,243,592	61,618,775	53,399,550	43,279,794	39,654,947	35,758,719	37,651,052	30,117,108
State turnback	7,043,828	6,750,189	6,717,895	6,635,017	5,194,343	3,050,062	3,041,751	2,941,195	2,853,363	2,756,242
Franchise fees	7,507,136	6,499,636	6,017,352	6,060,409	5,704,169	5,506,867	5,368,133	5,653,246	5,351,361	4,788,966
Impact fees	-	2,461,928	2,978,848	3,569,012	4,150,437	2,858,636	-	-	-	-
Investment income	8,391,282	9,752,145	7,284,673	746,865	215,131	735,402	1,178,951	820,608	225,496	61,952
Gain on sales of capital assets	-	(1,109,559)	60,102	97,475	753,648	20,025	3,769,638	39,540	(30,542)	271,855
Intergovernmental	126,014	-	4,351,055	-	-	-	-	-	-	-
Transfers	(829,376)	(7,373,286)	(58,983)	-	-	(951,000)	-	(121,350)	-	(2,704,809)
Other	4,744,678	2,292,816	1,501,131	1,235,068	1,493,098	1,363,288	4,570,586	2,724,433	10,671,030	5,264,905
Total governmental activities	111,302,163	102,439,050	117,890,118	92,142,945	81,756,056	65,886,479	67,001,021	56,762,330	65,004,735	48,313,465
Business-type activities										
Investment income (loss)	1,964,324	1,913,835	1,587,934	(217,137)	138,253	394,011	289,274	133,581	41,398	36,505
Gain on sales of capital assets	61,000	122,614	5,000	-	69,585	-	24,061	-	272,526	634,635
Transfers	829,376	7,373,286	58,983	-	-	951,000	-	121,350	-	2,704,809
Other	692,153	97,957	73,380	409,046	338,257	43,352	120,473	813,873	723,128	275,664
Total business-type activities	3,546,853	9,507,692	1,725,297	191,909	546,095	1,388,363	433,808	1,068,804	1,037,052	3,651,613
Total primary government	\$ 114,849,016	\$ 111,946,742	\$ 119,615,415	\$ 92,334,854	\$ 82,302,151	\$ 67,274,842	\$ 67,434,829	\$ 57,831,134	\$ 66,041,787	\$ 51,965,078
Total change in net position										
Governmental activities	\$ 81,987,858	\$ 62,856,260	\$ 72,202,684	\$ 52,182,414	\$ 35,920,395	\$ 26,090,831	\$ 23,607,187	\$ 19,802,863	\$ 28,668,351	\$ 17,371,742
Business-type activities	21,541,911	21,885,068	12,847,573	27,850,553	41,604,012	14,743,864	12,386,049	13,644,198	10,265,360	9,663,565
Total – primary government	\$ 103,529,769	\$ 84,741,328	\$ 85,050,257	\$ 80,032,967	\$ 77,524,407	\$ 40,834,695	\$ 35,993,236	\$ 33,447,061	\$ 38,933,711	\$ 27,035,307

City of Bentonville, Arkansas
Fund Balances – Governmental Funds
Last Ten Years
(Modified Accrual Basis of Accounting)

Table 3

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
General fund										
Nonspendable										
Prepaid expenditures	\$ 1,207,651	\$ 1,067,787	\$ 1,237,319	\$ 72,835	\$ 613,590	\$ 299,237	\$ 259,023	\$ 224,713	\$ 195,064	\$ 276,989
Restricted										
General capital improvements	3,956,205	4,146,962	3,621,647	3,621,647	4,153,328	3,032,914	2,202,079	2,169,461	-	631,806
Recreation	-	5,574,173	-	-	-	-	-	-	-	-
Other	448,601	46,763	45,862	44,723	86,059	86,016	85,035	457,250	-	358,250
Unassigned	119,597,168	101,379,069	100,866,600	81,621,966	69,469,833	59,487,999	57,991,185	51,638,842	48,453,612	38,160,366
Total general fund	<u>125,209,625</u>	<u>112,214,754</u>	<u>105,771,428</u>	<u>85,361,171</u>	<u>74,322,810</u>	<u>62,906,166</u>	<u>60,537,322</u>	<u>54,490,266</u>	<u>48,648,676</u>	<u>39,427,411</u>
All other governmental funds										
Nonspendable										
Prepaid expenditures	547	794	648	323	323	323	642	550	1,225	1,275
Restricted										
Debt service	11,940,726	10,625,073	11,191,216	7,329,718	10,381,088	7,956,798	7,399,511	8,285,673	8,486,688	5,475,760
General capital improvements	84,532,841	44,518,590	96,251,643	64,091,890	86,701,116	17,972,203	21,530,144	23,649,222	29,016,117	1,927,588
New growth	9,215,605	8,548,623	8,825,192	7,843,017	10,687,938	7,142,595	5,978,017	5,572,099	4,480,877	1,599,901
Street improvements	15,717,473	11,341,089	9,555,814	13,852,147	9,349,484	6,111,298	5,440,147	3,387,671	4,836,116	7,084,321
Assigned	140,962	133,889.00	113,406.00	26,434.00	-	-	-	-	-	-
Total all other governmental funds	<u>121,548,154</u>	<u>75,168,058</u>	<u>125,937,919</u>	<u>93,143,529</u>	<u>117,119,949</u>	<u>39,183,217</u>	<u>40,348,461</u>	<u>40,895,215</u>	<u>46,821,023</u>	<u>16,088,845</u>
Total governmental funds	<u>\$ 246,757,779</u>	<u>\$ 187,382,812</u>	<u>\$ 231,709,347</u>	<u>\$ 178,504,700</u>	<u>\$ 191,442,759</u>	<u>\$ 102,089,383</u>	<u>\$ 100,885,783</u>	<u>\$ 95,385,481</u>	<u>\$ 95,469,699</u>	<u>\$ 55,516,256</u>

City of Bentonville, Arkansas

Changes in Fund Balances – Governmental Funds

Last Ten Years

(Modified Accrual Basis of Accounting)

Table 4

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Revenues										
Property Tax	\$ 14,019,579	\$ 12,958,249	\$ 12,164,459	\$ 10,862,520	\$ 9,991,396	\$ 9,530,177	\$ 8,973,078	\$ 8,277,403	\$ 7,852,968	\$ 7,155,619
Sales Tax	68,016,521	69,399,794	75,279,515	61,656,404	53,430,685	43,279,794	39,654,947	35,758,719	37,651,052	30,117,108
State Turnback	7,043,828	6,750,189	6,717,895	6,635,017	5,194,343	4,155,203	4,007,424	3,843,744	2,853,363	2,756,242
Impact Fees	3,391,270	2,461,928	2,978,848	3,569,012	4,150,437	2,858,636	4,119,459	2,391,272	3,325,568	1,861,178
Franchise Fees	7,507,136	6,499,636	6,017,352	6,060,409	5,704,169	5,506,867	5,368,133	5,653,246	5,351,361	4,788,966
Charges for services	9,570,761	8,481,327	8,062,968	6,583,991	4,995,247	3,916,496	6,459,222	6,099,014	5,691,285	5,143,334
Fines and forfeitures	701,898	537,235	495,790	438,621	485,950	388,542	488,999	495,928	498,991	511,851
Licenses and permits	2,706,847	1,585,026	2,501,254	2,356,101	2,735,351	1,960,842	1,819,605	1,752,257	1,370,136	1,322,683
Grants	50,682,681	34,931,233	10,664,621	10,755,156	5,384,052	7,352,436	2,662,127	4,214,651	4,412,572	7,433,636
Contributions	4,187,521	8,650,381	13,642,135	2,630,861	518,580	462,068	280,763	1,126,912	2,212,553	3,594,921
Interest	8,391,282	9,054,911	6,610,850	1,420,733	220,895	539,721	1,178,951	820,608	225,370	61,952
Investment income (loss)	-	697,234	673,823	(673,868)	(5,764)	195,681	-	-	-	-
Intergovernmental	-	-	4,351,055	316,081	-	-	-	-	-	-
Miscellaneous	4,468,868	2,243,637	1,140,237	801,788	1,853,126	1,903,661	1,282,201	816,284	5,441,919	1,569,948
Total revenues	180,688,192	164,250,780	151,300,802	113,412,826	94,658,467	82,050,124	76,294,909	71,250,038	76,887,138	66,317,438
Expenditures										
Current:										
General government	11,162,721	17,381,672	10,726,626	9,559,743	9,031,264	8,682,730	7,515,045	6,833,349	6,694,940	6,663,862
Public Safety	38,281,882	36,403,040	31,285,629	28,215,635	25,433,415	24,418,096	21,730,128	20,392,788	18,587,838	17,146,737
Recreation	16,221,500	15,431,354	13,151,075	11,439,318	10,558,612	9,077,193	9,582,308	8,507,693	8,163,683	7,252,049
Street Department	5,660,835	4,519,405	4,325,578	4,390,627	3,741,945	3,970,303	2,520,796	2,665,820	2,553,724	2,467,752
Library	2,557,976	2,377,159	2,305,043	1,919,436	1,683,391	1,777,953	1,609,734	1,449,844	1,386,429	1,256,940
CDBG	42,369	30,378	-	-	-	-	184	7,147	46,716	-
Capital Outlay	91,681,556	105,665,610	69,297,350	49,213,572	16,221,216	18,989,724	18,172,104	19,995,607	14,914,239	24,889,343
Debt Service										
Principal	17,160,000	18,540,000	19,935,000	19,495,000	15,728,796	11,535,000	11,516,950	9,121,959	7,970,000	7,035,000
Interest	4,164,066	3,415,866	1,575,556	2,215,029	704,303	1,464,550	2,481,252	2,481,252	2,481,252	2,481,252
Bond interest costs	637,847	137,713.00	689,040.00	-	801,490	-	-	-	-	-
Total expenditures	187,570,752	203,902,197	153,290,897	126,448,360	83,904,432	79,915,549	75,128,317	71,448,496	62,759,252	69,239,651
Excess (deficiencies) of revenues over expenditures	(6,882,560)	(39,651,417)	(1,990,095)	(13,035,534)	10,754,035	2,134,575	1,166,592	(198,458)	14,127,886	(2,922,213)
Other Financing Sources (Uses)										
Sale of capital assets	32,828	21,818	70,925	97,475	1,200,728	20,025	3,769,638	39,540	106,065	161,330
Issuance of debt	65,895,000	2,676,350	55,182,800	-	84,045,000	-	-	-	25,508,231	-
Premium related to issuance of debt	1,159,075	-	-	-	5,127,487	-	-	-	-	-
Transfer to escrow agent	-	-	-	-	(11,773,874)	-	-	-	-	-
Transfers in	3,747,895	2,765,652	7,166,240	11,849,599	702,614	791,518	5,521,936	1,186,184	444,592	367,845
Transfers out	(4,577,271)	(10,138,938)	(7,225,223)	(11,849,599)	(702,614)	(1,742,518)	(5,521,936)	(1,307,534)	(444,592)	(3,072,654)
Net other financing sources (uses)	66,257,527	(4,675,118)	55,194,742	97,475	78,599,341	(930,975)	3,769,638	(81,810)	25,614,296	(2,543,479)
Net change in fund balances	\$ 59,374,967	\$ (44,326,535)	\$ 53,204,647	\$ (12,938,059)	\$ 89,353,376	\$ 1,203,600	\$ 4,936,230	\$ (280,268)	\$ 39,742,182	\$ (5,465,692)
Debt service as a percentage of noncapital expenditures	22%	22%	26%	28%	24%	21%	25%	23%	22%	21%

City of Bentonville, Arkansas
General Governmental Tax Revenues by Source
Last Ten Years
(Accrual Basis of Accounting)

Table 5

<u>Fiscal Year</u>	<u>Property Tax</u>	<u>Sales Tax</u>	<u>Franchise Fees</u>	<u>Alcoholic Beverage Tax</u>	<u>State Turnback</u>	<u>Total</u>
2016	\$ 7,757,246	\$ 30,117,108	\$ 4,788,966	\$ 83,388	\$ 2,756,242	\$ 45,502,950
2017	8,282,975	37,651,052	5,351,361	44,594	2,853,363	54,183,345
2018	8,277,403	35,725,644	5,653,246	33,075	3,843,744	53,533,112
2019	9,417,015	39,622,601	5,368,133	32,346	3,041,751	57,481,846
2020	10,023,405	43,279,794	5,506,867	19,075	3,050,062	61,879,203
2021	10,845,680	53,399,550	5,704,169	31,135	5,194,343	75,174,877
2022	12,180,324	61,618,775	6,060,409	37,629	6,635,017	86,532,154
2023	13,794,453	75,243,592	6,017,352	35,923	6,717,895	101,809,215
2024	13,801,494	69,363,687	6,499,636	36,107	6,750,189	96,451,113
2025	16,333,070	67,985,531	7,507,136	30,990	7,043,828	98,900,555

City of Bentonville, Arkansas
Assessed Value and Estimated Actual Value of Taxable Property
Last Ten Years
(Accrual Basis of Accounting)

Table 6

Year	Real Property		Personal Property		Total		Ratio of Total Assessed to Total Estimated Actual	Total Direct Tax Rate
	Taxable/ Effective Value	Appraised Value	Assessed Value	Appraised Value	Assessed Value	Appraised Value		
2016	\$ 864,768,080	\$ 4,902,545,700	\$ 262,730,190	\$ 1,313,650,950	\$ 1,127,498,270	\$ 6,216,196,650	20%	7.21
2017	930,277,730	5,049,736,200	250,686,560	1,253,432,800	1,180,964,290	6,303,169,000	20%	7.21
2018	1,004,962,450	5,322,241,000	276,770,460	1,383,852,300	1,281,732,910	6,706,093,300	20%	7.21
2019	1,073,716,110	5,597,596,400	275,714,270	1,378,571,350	1,349,430,380	6,976,167,750	20%	7.21
2020	1,121,361,960	5,790,526,050	304,411,705	1,522,058,525	1,425,773,665	7,312,584,575	20%	7.21
2021	1,257,452,730	7,538,064,300	308,753,070	1,543,765,350	1,566,205,800	9,081,829,650	20%	7.21
2022	1,383,158,485	7,798,033,485	342,977,095	1,714,885,475	1,726,135,580	9,512,918,960	20%	7.21
2023	1,485,909,895	8,083,686,620	413,109,230	2,065,546,150	1,899,019,125	10,149,232,770	20%	7.21
2024	1,702,784,271	8,513,921,355	374,633,405	1,873,167,025	2,077,417,676	10,387,088,380	20%	7.21
2025	1,940,307,225	12,754,082,595	403,165,240	2,015,826,200	2,343,472,465	14,769,908,795	20%	7.21

Source: Benton County

City of Bentonville, Arkansas
Property Tax Rates and Tax Levies – Direct and Overlapping Governments
Last Ten Years

Table 7

Year	City of Bentonville				Overlapping Rates			Total Direct & Overlapping Rates
	Firemen's Pension & Relief Fund	General Fund	Street Fund	Total	Benton County	Bentonville Public Schools	Northwest Arkansas Community College	
2016	0.50	5.00	1.71	7.21	7.10	46.60	2.60	63.51
2017	0.50	5.00	1.71	7.21	7.10	48.50	2.60	65.41
2018	0.50	5.00	1.71	7.21	7.10	48.50	2.60	65.41
2019	0.50	5.00	1.71	7.21	7.10	48.50	2.60	65.41
2020	0.50	5.00	1.71	7.21	7.10	48.50	2.60	65.41
2021	0.50	5.00	1.71	7.21	5.36	48.00	2.60	63.17
2022	0.50	5.00	1.71	7.21	5.36	48.00	2.60	63.17
2023	0.50	5.00	1.71	7.21	5.36	48.00	2.60	63.17
2024	0.50	5.00	1.71	7.21	5.36	48.00	2.60	63.17
2025	0.50	5.00	1.71	7.21	5.36	48.00	2.60	63.17

Source: Benton County

City of Bentonville, Arkansas

Principal Sales Taxpayers

Last Ten Years

The City of Bentonville, Arkansas's largest own-source revenue is sales taxes. Sales taxes primarily come from two separate taxes: a 2% city tax based on point of sale, and a portion of the county's 1% tax based on point of sale. In 2025, the city sales tax generated revenue of \$50,369,613. The City's portion of the county sales tax generated revenue of \$17,615,918.

According to Arkansas State Statutes, the City is required to keep the identity of individual taxpayers confidential. Therefore, the City of Bentonville is not able to identify the top 10 taxpayers. However, Bentonville enjoys a diverse economic sales tax base.

City of Bentonville, Arkansas
Principal Property Taxpayers
Last Ten Years

Table 8

Taxpayer	2025			2016		
	Rank	Total Assessed Value	Percentage of Total Assesed Value	Rank	Total Assessed Value	Percentage of Total Assessed Value
WAL-MART/Sam's Club	1	\$ 182,070,416	7.77%	1	\$ 177,776,875	15.77%
Crystal Pickens LLC	2	23,096,625	0.99%			
North Arkansas Wholesale Co Inc	3	19,641,274	0.84%			
211 213 215 NW A LLC	4	16,236,994	0.69%			
QHG of Springdale Inc D/B/A Bates Medical Center	5	15,401,029	0.66%	2	15,442,630	1.37%
Echo Matrix	6	12,834,375	0.55%			
Crossmar Industrial LLC	7	11,302,105	0.48%			
VR Bentonville Limited Partnership	8	10,936,942	0.47%			
Center City LLC	9	10,162,354	0.43%			
Walton Crossing Apartments	10	9,979,560	0.43%			
Bentonville Plaza Owner LLC				3	8,371,940	0.74%
J Street Company				4	5,639,880	0.50%
AT&T Mobility				5	5,331,025	0.47%
Granite Beau Terre Holdings LLC				6	5,267,570	0.47%
Trails at Rainbox Curve				7	5,069,070	0.45%
Walton Boulevard Lodging/DoubleTree Guest Suites				8	4,798,130	0.43%
Links at Rainbow Curve				9	4,589,615	0.41%
Links at Bentonville LTD Partnership				10	4,298,960	0.38%

Source: Benton County

City of Bentonville, Arkansas
Property Tax Levies and Collection
Last Ten Years

Table 9

<u>Fiscal Year</u>	<u>Tax Roll Year</u>	<u>Total Tax Levy</u>	<u>Current Tax Collections</u>	<u>Percentage of Levy Collected</u>	<u>Prior Years' Collections</u>	<u>Total Collections</u>	<u>Percentage of Total Collections to Tax Levy</u>
2015	2014	\$ 6,766,665	\$ 6,571,243	97.11%	\$ 187,654	\$ 6,758,897	99.89%
2016	2015	7,504,340	6,659,403	88.74%	837,842	7,497,245	99.91%
2017	2016	7,744,618	7,300,908	94.27%	431,887	7,732,795	99.85%
2018	2017	8,557,427	7,705,319	90.04%	840,570	8,545,889	99.87%
2019	2018	9,026,533	8,352,832	92.54%	662,381	9,015,213	99.87%
2020	2019	9,546,626	8,871,308	92.93%	663,280	9,534,588	99.87%
2021	2020	10,444,916	9,298,528	89.02%	1,131,749	10,430,277	99.86%
2022	2021	11,559,447	10,101,042	87.38%	1,435,448	11,536,490	99.80%
2023	2022	11,802,134	10,804,781	91.55%	837,012	11,641,793	98.64%
2024	2023	13,517,917	11,320,420	83.74%	843,408	12,163,828	89.98%
2025	2024	14,405,544	12,485,396	86.67%	-	12,485,396	86.67%

Source: Benton County

Property assessments are made; tax rates are established; and taxes are levied in one year for payment by the taxpayer and collection by local government the following year. The tax levy for this schedule includes the city's levy for its general fund, street fund and fire pension plan.

City of Bentonville, Arkansas
Ratios of Outstanding Debt by Type
Last Ten Years

Table 10

Fiscal Year	Governmental Activities: Sales Tax Bonds	Business-Type Activities: Revenue Bonds	Total Primary Government	Percentage of Personal Income	Per Capita
2016	\$ 42,927,110	\$ 13,414,930	\$ 56,342,040	3.04%	1,596
2017	60,430,601	11,168,023	71,598,624	3.64%	2,028
2018	51,210,650	8,827,689	60,038,339	2.86%	1,701
2019	39,595,699	6,397,912	45,993,611	1.28%	838
2020	27,950,748	5,359,553	33,310,301	0.90%	607
2021	89,052,847	4,379,769	93,432,616	2.44%	1,725
2022	69,352,747	10,700,000	80,052,747	1.96%	1,383
2023	104,395,447	8,785,000	113,180,447	2.54%	1,903
2024	88,267,934	7,088,000	95,355,934	1.73%	1,543
2025	137,840,192	18,669,704	156,509,896	2.06%	2,482

(1) Personal income is disclosed in Table 13

(2) Population is disclosed in Table 13

City of Bentonville, Arkansas
Ratios of General Bonded Debt Outstanding
Last Ten Years

As of December 31, 2025, the City has no general bonded debt outstanding.

City of Bentonville, Arkansas
Direct and Overlapping Governmental Activities Debt
December 31, 2025

Table 11

Governmental Unit	Debt Outstanding	Estimated Percentage Applicable	Amount Applicable to Primary Government
Bentonville School District (1) (2)	\$ 308,915,300	52%	\$ 160,635,956
Northwest Arkansas Community College (3) (4)	40,022,710	32%	12,807,267
Subtotal, overlapping debt			173,443,223
City of Bentonville, Arkansas direct debt			137,840,192
Total direct and overlapping debt			<u>\$ 311,283,415</u>

Source: Outstanding debt amount from each governmental units, most recent audited financial statements.

Note: The amount applicable to the City of Bentonville was estimated using population.

(1) Amount as of 6/30/2025 which was the most recent Audited Financial Statements available

(2) Bentonville School District is comprised of multiple cities with an estimated population of 122,076 of which Bentonville is 63,057 or 52%

(3) Northwest Arkansas Community College was created by a property tax of residents that comprise the Bentonville and Rogers, AR school district. Population estimate for both areas is estimated at 197,715 of which Bentonville is 63,057 or 32%

(4) Amount as of 6/30/2024 which was the most recent Audited Financial Statements available

City of Bentonville, Arkansas
Legal Debt Margin Information
Last Ten Years

As of December 31, 2025, the City has no general obligation debt.

City of Bentonville, Arkansas
Pledged Revenue Coverage – Proprietary Funds
Last Ten Years

Table 12

Year	Operating Revenue	Operating Expenses	Net Revenue Available for Debt Service	Debt Service			Coverage
				Principal	Interest	Total	
2016	\$ 91,567,054	\$ 85,384,256	\$ 6,182,798	\$ 2,170,954	\$ 603,337	\$ 2,774,291	2.07
2017	96,228,757	89,968,643	6,260,114	2,253,374	516,855	2,770,229	2.26
2018	100,889,330	90,228,298	10,661,032	2,346,801	422,677	2,769,478	3.85
2019	101,850,203	91,906,922	9,943,281	2,436,245	303,430	2,739,675	3.63
2020	101,792,768	93,442,172	8,350,596	1,043,456	232,836	1,276,292	6.54
2021	114,044,573	123,963,086 (1)	(9,918,513)	978,722	194,720	1,173,442	(8.45)
2022	127,500,722	119,021,631	8,479,091	5,935,831	403,834	6,339,665	1.34
2023	124,360,215	120,129,903	4,230,312	1,915,000	247,491	2,162,491	1.96
2024	129,915,407	126,765,229	3,150,178	1,760,000	266,500	2,026,500	1.55
2025	152,005,390	143,254,141	8,751,249	1,800,000	327,367	2,127,367	4.11

(1) The increase in expenses was due to the 2021 winter storm

City of Bentonville, Arkansas
Demographic and Economic Statistics
Last Ten Years

Table 13

Fiscal Year	City of Bentonville Population (1)	Benton County Population (1)	Per Capita Income (2)	Personal Income (3)	Unemployment Rate (4)
2016	35,301	221,339	\$ 80,906	2,856,062,706	2.70%
2017	35,301	221,339	82,914	2,926,947,114	2.70%
2018	35,301	221,339	90,185	3,183,620,685	2.50%
2019	54,909 (a)	279,141	82,922	4,553,164,098	2.30%
2020	54,909 (a)	279,141	83,109	4,563,432,081	3.50%
2021	54,164	284,333	105,578	5,718,526,792	1.90%
2022	57,868	302,863	108,539	6,280,934,852	2.00%
2023	59,471	311,013	116,244	6,913,146,924	2.50%
2024	61,791	321,566	120,594	7,451,623,854	2.50%
2025	63,057	332,554	120,594 (b)	7,604,295,858	3.20%

(a) These amounts are estimates from the U.S. Census Bureau. The 2020 Census numbers were finalized in 2021 and were lower than what was previously estimated.

(b) An updated amount for 2025 was not available.

(1) U.S. Census Bureau

(2) Information from the U.S. Federal Reserve Bank of St. Louis (US. Bureau of Economic Analysis, Per Capita Personal Income in Benton County, AR, retrieved from FRED, Federal Reserve Bank of St. Louis)

(3) Calculated using City of Bentonville Population and Per Capita Income

(4) Fayetteville-Springdale-Rogers MSA (of which Bentonville is a part of) information from the Bureau of Labor Statistics

City of Bentonville, Arkansas

Principal Employers

Last Ten Years

Table 14

Employer	2025			2016		
	Rank	Employees	Percentage of Population 63,057 (1)	Rank	Employees	Percentage of Population 35,301 (1)
Wal-Mart/Sam's Club	1	18,000+	28.55%	1	2,500+	7.08%
Bentonville School District	2	2,500+	3.96%	2	1000–2499	2.83%
Mercy Health System of Northwest Arkansas	7	500–999	0.79%	2	1000–2499	2.83%
City of Bentonville	7	500–999	0.79%	3	500–999	1.42%
Northwest Arkansas Community College	7	500–999	0.79%	4	300–499	0.85%
Northwest Arkansas Health Systems	7	500–999	0.79%	3	500–999	1.42%
Benton County	7	500–999	0.79%	3	500–999	1.42%
Arvest Bank Group, Inc.	8	100–499	0.16%	4	300–499	0.85%
Black Hills Energy				4	300–499	0.85%
Crafton Tull				4	300–499	0.85%
Consumer Testing Laboratories				5	200–299	0.57%

Source: Bentonville/Bella Vista Chamber of Commerce

(1) Low figure in the range of Employees used for calculation.

City of Bentonville, Arkansas
Full-time Equivalent City Employees by Function
Last Ten Years

Table 15

Function	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Governmental Activities										
General government	69.5	77.0	72.5	66.5	72.0	75.50	71.5	72.0	90.5	59.0
Public Safety	286.0	291.0	273.5	251.0	235.5	229.0	212.5	191.0	199.0	188.5
Recreation	116.5	117.0	116.0	105.0	114.0	100.5	111.5	109.0	187.0	160.0
Street Department	35.0	32.0	26.0	26.0	22.0	25.0	23.0	23.0	26.0	28.5
Library	<u>31.0</u>	<u>28.0</u>	<u>23.0</u>	<u>22.5</u>	<u>24.0</u>	<u>24.0</u>	<u>24.5</u>	<u>26.0</u>	<u>29.5</u>	<u>27.5</u>
Total	<u>538.0</u>	<u>545.0</u>	<u>511.0</u>	<u>471.0</u>	<u>467.5</u>	<u>454.0</u>	<u>443.0</u>	<u>421.0</u>	<u>532.0</u>	<u>463.5</u>
Business-Type Activities										
Electric	55.0	54.5	54.0	55.0	49.0	49.0	46.0	41.0	43.0	42.0
Water	27.0	30.0	36.0	37.0	40.0	45.0	43.0	41.0	44.0	39.0
Wastewater	44.0	45.0	37.0	37.0	22.0	22.0	22.0	23.0	26.0	25.0
Support	<u>22.0</u>	<u>22.0</u>	<u>27.0</u>	<u>25.0</u>	<u>25.5</u>	<u>22.0</u>	<u>24.0</u>	<u>23.0</u>	<u>26.0</u>	<u>23.0</u>
Total	<u>148.0</u>	<u>151.5</u>	<u>154.0</u>	<u>154.0</u>	<u>136.5</u>	<u>138.0</u>	<u>135.0</u>	<u>128.0</u>	<u>139.0</u>	<u>129.0</u>
Total Primary Government	<u>686.0</u>	<u>696.5</u>	<u>665.0</u>	<u>625.0</u>	<u>604.0</u>	<u>592.0</u>	<u>578.0</u>	<u>549.0</u>	<u>671.0</u>	<u>592.5</u>

Source: Various city departments

City of Bentonville, Arkansas

Operating Indicators by Function

Last Ten Years

Table 16

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Function										
Governmental Activities										
General Government										
Building Permits Issued	1,799	1,354	1,660	1,481	1,562	1,797	1,750	1,732	1,562	1,461
Building Inspections performed	16,457	12,150	12,693	12,112	11,261	13,979	19,570	21,079	19,613	19,380
Fire										
Fire related calls for service	2,337	2,189	1,832	1,980	4,323	4,238	1,420	1,485	1,553	1,534
EMS related calls for service	5,770	5,389	4,938	5,006	6,107	5,804	5,534	5,304	4,788	4,786
Police										
Calls for service Police	51,786	50,386	50,908	45,674	51,203	69,239	70,483	66,312	59,100	57,193
Calls for service Fire/EMS	7,673	7,696	5,723	7,015	6,721	7,225	6,976	6,937	6,031	6,294
Physical arrests	3,467	3,492	3,800	3,436	3,796	3,782	3,981	3,544	3,601	3,405
9-1-1 Calls	18,034	18,215	19,217	17,570	21,773	16,429	17,336	15,642	16,078	16,779
Recreation										
Program Participants	810,631	755,506	757,632	596,332	407,459	223,237	735,491	728,955	726,364	661,897
Transportation										
Street Pavement Preservation (miles) *	13	11	11	13	10	7	2	2	3	3
Library										
Library card holders **	26,987	24,089	20,211	42,915	39,899	42,518	42,615	26,867	26,929	27,058
Visits	442,874	345,500	343,435	257,076	169,190	139,034	319,697	302,398	296,311	300,766
Circulation (checkouts or materials)	965,707	860,350	827,921	763,427	708,226	551,135	725,056	667,538	675,787	679,444
Business-Type Activities										
Electric, Water, Wastewater Support Activities										
Meters read	686,276	656,752	683,357	653,188	626,053	610,224	599,999	572,648	555,128	530,850
Payments Processed (dollars)	\$ 145,840,630	\$ 135,055,370	\$ 129,985,736	\$ 119,968,913	\$ 151,657,567	\$ 90,995,518	\$ 94,437,561	\$ 93,810,989	\$ 90,026,317	\$ 88,326,913
Payments Processed (transactions)	295,337	273,978	263,632	251,642	239,369	226,616	215,614	206,971	193,627	190,814

* 2015-2019 presents overlay miles only. 2020 - 2025 figures represent paved traffic lane miles.

** New reporting for library card holders in 2023. This does not include tech cards for students.

Source: Various city departments

City of Bentonville, Arkansas

Capital Assets Statistics by Function

Last Ten Years

Table 17

	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016
Function										
Governmental Activities										
General Government										
Number of general government buildings	5	5	5	5	5	4	4	4	4	4
Fire										
Fire Trucks available each year	9	9	9	9	9	9	8	8	8	8
Ambulances available each year	4	4	4	5	5	5	6	7	7	7
Fire Stations	7	7	7	7	7	7	6	6	6	6
Police										
Police Units (cars/trucks) that were available each year	126	129	123	103	102	103	94	91	89	85
Recreation										
Parks Acreage (*)	1,100	1,100	902	720	341	341	341	341	341	341
Number of Parks	23	23	23	23	20	20	20	20	20	20
Number of Trails	30	30	30	29	28	28	28	27	25	25
Baseball/softball fields	22	18	18	18	20	20	24	24	24	24
Soccer Fields / Football Fields	18	18	18	18	16	16	16	16	16	16
Tennis Courts	30	30	30	22	22	22	22	14	14	14
Basketball Courts	4	4	4	4	5	5	5	5	5	5
Swimming Pools / Splash Parks	5	5	5	4	4	4	4	4	4	4
Ice Rink	1	1	1	1	1	1	1	1	1	1
Indoor Rec Center	1	2	2	2	2	2	2	2	2	2
Transportation										
Total Paved Streets (miles)	327	327	327	300	297	296	284	288	274	261
Traffic Signals	69	64	60	58	53	52	50	49	45	45
Library										
Items Available for checkout	170,370	163,458	161,672	157,359	153,545	154,953	149,962	143,760	135,568	134,725
Business-Type Activities										
Electric										
Electric Substations	9	9	9	9	9	9	9	9	9	9
Electric Lines (miles)										
Distribution	1,611.00	1,065.00	1,051.00	1,031.00	1,027.00	989.00	982.10	925.50	915.68	885.88
Transmission	17.36	17.36	17.13	16.32	16.32	16.32	16.32	16.32	16.32	16.32
Water										
Water Lines (miles)	381.00	385.00	383.13	377.12	343.12	336.69	330.71	325.60	321.90	314.40
Sewer Lines (miles)	326.00	376.00	361.27	355.66	322.66	314.99	311.25	308.40	305.80	300.40

(*) Data reported prior to 2022 did not include urban forest property managed by Parks department. The 2022 and forward total includes all acreage.

Source: Various city departments.

City of Bentonville, Arkansas

Waste and Wastewater Rates

December 31, 2025

Table 18

Per 1,000 gallons					
	Water			Wastewater	
	Residential	Irrigation	Commercial	Residential	Commercial
Inside City monthly usage rates					
First 4,000 gallons of water	\$ 7.86	N/A	N/A	N/A	N/A
Next 6,000 gallons of water	8.59	N/A	N/A	N/A	N/A
Over 10,000 gallons of water	11.59	N/A	N/A	N/A	N/A
All Consumption	N/A	\$ 10.19	\$ 8.25	\$ 9.07	\$ 9.69
Outside City monthly usage rates					
First 4,000 gallons of water	\$ 9.33	N/A	N/A	N/A	N/A
Next 6,000 gallons of water	10.17	N/A	N/A	N/A	N/A
Over 10,000 gallons of water	13.77	N/A	N/A	N/A	N/A
All Consumption	N/A	\$ 12.09	\$ 9.75	\$ 10.89	\$ 11.63

Rate per Month					
	Water		Wastewater		
			Irrigation	Residential	Commercial
Meter rates					
5/8" meter	\$	15.42	\$ 20.28	\$ 15.81	\$ 16.91
3/4" meter		15.42	20.28	15.81	16.91
1" meter		38.56	51.32	52.10	55.67
1-1/2" meter		167.10	219.94	193.53	206.81
2" meter		179.96	237.04	206.62	220.79
3" meter		269.94	354.32	303.53	324.35
4" meter		771.26	1,014.12	850.93	909.31
6" meter		1,671.08	2,199.28	1,833.08	1,958.85

City of Bentonville, Arkansas
Schedule of Electric, Water and Wastewater Customers
And Annual Billable Water Gallons
December 31, 2025

Table 19

Type	Number of Customers
Electric	30,293
Water	21,662
Irrigation	4,838
Wastewater	21,073

Year Ended December 31, 2025	Gallons (in thousands)
Annual billable water gallons	3,279,039,850

City of Bentonville, Arkansas

Schedule of Insurance Coverage

December 31, 2025

Table 20

Policy Coverage	Policy Period	Coverage	Insurer
Property	7-8-25 to 7-8-26	\$ 334,804,024	Affiliated FM Insurance Company
Municipal vehicles – Includes property and bodily injury	1-1-25 to 1-1-26	\$25,000 for one person \$50,000 for 2 or more persons \$25,000 property	Arkansas Municipal League
Fraudulent or dishonest acts	7-1-25 to 6-30-26	\$ 300,000	Arkansas Fidelity Bond Trust Fund



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Donnie Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	donald.schmidt@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Update on Water System Performance
Action Recommendation & Justification:	Update on IDIQ contractor progress and our purchase of water.
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!



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tyler Overstreet
Phone:	4792713144	For Department(s):	Planning
Email:	tyler.overstreet@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	RFP for Commercial Real Estate, Brokerage, Transaction, and Business Recruitment Services
Action Recommendation & Justification:	A discussion on the potential for a Request for Proposals to hire a qualified firm to assist in commercial real estate activities for the City of Bentonville.
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

CITY OF BENTONVILLE, ARKANSAS

REQUEST FOR PROPOSALS

Commercial Real Estate Advisory, Brokerage, Transaction, and Business Recruitment Services

Solicitation Information	Details
RFP Number	[INSERT]
Issue Date	[INSERT]
Questions Due	[INSERT DATE AND TIME]
Proposal Due	[INSERT DATE AND TIME]
Submission Method	[INSERT PROCUREMENT PORTAL / ADDRESS]
City Contact	[INSERT NAME, TITLE, EMAIL, AND PHONE]
Anticipated Term	Three years, with two optional one-year renewals

The City may select one firm, multiple firms by service area, or make no award.

1. Notice and Purpose

The City of Bentonville, Arkansas (City) invites proposals from qualified commercial real estate firms to serve as the City's strategic advisor and, when specifically authorized, its broker and transaction representative in connection with City real estate and business recruitment activities.

The City seeks a responsive, market-connected partner capable of helping the City evaluate, acquire, sell, lease, ground lease, reposition, and market real property; identify and recruit prospective businesses and development partners; and manage individual assignments from initial strategy through closing or lease execution.

This is a qualifications and best-value selection for continuing services. Selection does not authorize the consultant to list a property, contact prospects on the City's behalf, incur expenses, negotiate final terms, or bind the City. Each material assignment will require written authorization from the City and will remain subject to applicable law, appropriation, procurement requirements, and approval by the City official or governing body with authority to act.

2. Background and Strategic Context

Bentonville is a rapidly growing regional employment, cultural, and innovation center in Northwest Arkansas. The City periodically encounters opportunities involving municipal property, strategic acquisitions, redevelopment, and business attraction. These opportunities require timely market intelligence, disciplined transaction management, and coordination among City Administration, Planning and Community Development, Finance, Legal, Engineering, Utilities, the Bentonville Area Chamber of Commerce, and other partners.

The City's economic development work includes implementation of Bold Bentonville and related City plans, pursuit of unique and destination retail, support for mixed-use and redevelopment opportunities, and advancement of approximately 120-acre City-owned industrial land in southwest Bentonville. Targeted opportunities may include whole-health innovation; suppliers and vendors; entrepreneurs and startups; unique and destination retail; tourism and amenity experiences; the creative economy; and other industries identified by the City.

These references describe the City's current direction and do not limit the City's ability to pursue other projects, geographies, property types, or business sectors during the contract term.

3. Objectives

- Establish a consistent, transparent process for evaluating and executing real estate transactions.
- Obtain timely, defensible market intelligence and opinions of value.
- Protect the City's negotiating position while meeting public-sector accountability requirements.
- Maximize overall public value, considering financial return, fiscal impact, community benefit, adopted plans, timing, risk, and long-term strategic value.
- Expand the City's reach to qualified purchasers, tenants, developers, investors, site selectors, and targeted businesses.
- Convert recruitment leads into actionable site, lease, development, or partnership opportunities.
- Provide clear documentation that supports decisions by City staff, the Mayor, and City Council.

4. Contracting Approach

4.1 Continuing Services Agreement

The City anticipates executing a professional services agreement that establishes the selected firm's personnel, rates, transaction-fee framework, insurance, reporting duties, and general terms. The agreement may cover the full scope or selected service categories.

4.2 Assignment Authorization

Work will be initiated by a written task order, engagement letter, listing agreement, buyer-representation agreement, or other City-approved authorization. Each authorization may identify the property or recruitment assignment, scope, deliverables, schedule, budget or fee, approved expenses, and confidentiality expectations.

4.3 Non-Exclusivity and No Minimum Guarantee

Unless a specific written authorization states otherwise, the relationship will be non-exclusive. The City may use other advisors or brokers, work directly with prospects, and perform services with City staff. The City makes no guarantee of assignments, transaction volume, commissions, minimum revenue, or reimbursement of proposal costs.

5. Scope of Services

The firm shall provide the following services when requested. Proposers should identify any service they do not provide directly and name proposed subconsultants or partners.

5.1 Portfolio and Strategic Advisory

- Review City goals, adopted plans, property records, prior studies, title information, surveys, environmental information, infrastructure conditions, zoning, entitlements, and known encumbrances.
- Maintain or assist with a working inventory of assigned City properties, including opportunities, constraints, readiness, recommended next actions, and timing.
- Recommend whether an asset should be retained, acquired, assembled, improved, marketed, sold, leased, ground leased, exchanged, or offered through a competitive developer solicitation.
- Evaluate highest and best use, development potential, market timing, absorption, likely users, and appropriate transaction structure.
- Prepare decision briefs and implementation roadmaps suitable for executive and public-body review.

5.2 Market Analysis and Valuation Support

- Prepare broker opinions of value using appropriate sales, income, and land residual analyses.
- Analyze comparable sales and leases, asking rents, concessions, capitalization rates, vacancy, absorption, tenant demand, development pipeline, and relevant submarket trends.
- Develop range-of-value scenarios and clearly state assumptions, data sources, limitations, and sensitivity to entitlement, infrastructure, environmental, timing, or use restrictions.
- Advise when an independent appraisal, survey, title commitment, environmental assessment, engineering analysis, or other specialized due diligence is warranted.

A broker opinion of value is not an appraisal. The City may separately procure an appraisal by a qualified appraiser when required by law, policy, funding source, or the City's judgment.

5.3 Disposition and Leasing Representation

- Develop a City-approved disposition or leasing strategy, including recommended transaction structure, pricing, timing, buyer or tenant profile, marketing approach, and selection process.
- Prepare property positioning, offering materials, data-room content, prospect lists, and outreach campaigns.
- Market authorized properties through appropriate databases, broker networks, direct outreach, site-selector relationships, and targeted channels.
- Manage inquiries, tours, confidentiality agreements, requests for information, offers, letters of intent, and proposal comparisons.
- Advise the City in evaluating price and non-price terms, including use commitments, investment, employment, schedule, contingencies, infrastructure obligations, repurchase rights, performance milestones, and community benefits.
- Support negotiations and coordinate transaction documentation and closing or lease commencement. Legal documents will be prepared or approved by the Staff Attorney.

5.4 Developer and Business Recruitment

- Translate City priorities into target profiles for businesses, tenants, developers, investors, and operators.
- Develop and maintain a qualified prospect pipeline, including source, fit, site or space needs, decision timeline, next action, responsible party, and status.
- Conduct proactive, coordinated outreach to targeted prospects, site selectors, tenant representatives, corporate real estate teams, and development partners.
- Qualify prospects based on space and infrastructure needs, investment capacity, operating model, timing, employment, fiscal contribution, strategic fit, and likelihood of execution.
- Match prospects to City-owned property and, when directed, other appropriate Bentonville opportunities. The firm shall not imply that the City represents or endorses privately owned property.
- Prepare responses to requests for information and arrange site visits, presentations, tours, and follow-up.
- Coordinate recruitment activity with designated City and partner organizations to avoid duplicate or conflicting outreach.
- Advise on negotiation strategy and potential incentives without promising or committing public assistance.

5.5 Marketing and Positioning

- Prepare concise property and community marketing materials using City-approved messaging and branding.
- Recommend positioning for city-owned sites, including site-readiness milestones and gaps affecting marketability.
- Provide market feedback on infrastructure, entitlements, parcel configuration, pricing, deal structure, and other factors influencing competitiveness.
- Represent the City at approved real estate, retail, development, or site-selection events when specifically authorized.

5.8 Transaction and Due-Diligence Management

- Develop a transaction schedule, responsibility matrix, and checklist for each authorized assignment.
- Coordinate document collection and identify missing information or material risks.
- Track deadlines for earnest money, inspections, feasibility, financing, governmental approvals, closing, possession, and post-closing obligations.

- Support evaluation of proposals using transparent, City-approved criteria.
- Provide a closing or execution file containing final materials, communications, approvals, and a summary of key continuing obligations.

5.9 Property and Lease Management – Optional

- Coordinating tenant onboarding, lease commencement, renewals, amendments, expansions, and terminations.
- Serving as the primary point of contact for tenants and maintaining regular tenant communications.
- Administering leases and tracking rent, additional rent, insurance, reporting requirements, operating covenants, renewal dates, and other tenant obligations.
- Preparing and delivering invoices, collecting rent and other charges, and providing regular accounting and delinquency reports in coordination with the City's Finance Department.
- Coordinating routine maintenance, repairs, janitorial services, utilities, signage, access, life-safety requirements, and other operational needs with the City, development partner, garage operator, contractors, and tenants.
- Administering common-area maintenance charges, operating expenses, or other pass-through costs when applicable.
- Preparing annual operating budgets, revenue projections, expense reconciliations, and recommendations regarding rents, tenant retention, capital needs, and property operations.
- Monitoring tenant compliance with permitted-use requirements, hours of operation, maintenance responsibilities, and other lease provisions.
- Supporting resolution of tenant complaints, defaults, maintenance disputes, and other operational matters in coordination with the Staff Attorney.
- Providing monthly property-management reports addressing occupancy, rent collections, receivables, operating expenses, maintenance activity, tenant issues, upcoming lease milestones, and recommended City actions.

6. Required Deliverables and Performance Expectations

Deliverable	Minimum Expectation
Kickoff and work plan	Within 10 business days of contract execution or assignment authorization; confirms objectives, roles, schedule, information needs, and communication protocol.
Property or assignment brief	Concise baseline summary of ownership, physical and regulatory conditions, market context, opportunities, risks, and recommended next actions.
Opinion of value / market analysis	Methods, comparable data, assumptions, adjustments, range of value, limitations, and recommended pricing or deal parameters.
Prospect pipeline	Current, decision-useful tracker showing qualified prospects, source, fit, needs, status, next step, responsible party, and date of last contact.
Monthly activity report	Assignments, outreach, leads, tours, offers, milestones, market feedback, risks, decisions needed, time and expenses, and planned next actions.
Offer / proposal comparison	Side-by-side financial and non-financial analysis, risks, contingencies, and recommended response.
Quarterly strategy meeting	Portfolio and pipeline review with City representatives; reprioritization and 90-day action plan.
Transaction closeout	Final transaction summary, fee disclosure, closing or lease documents, key dates, and continuing obligations.

Deliverable	Minimum Expectation
Property and Lease Management	Proposed management fee, whether calculated as a fixed monthly amount or percentage of collected revenue; minimum fees; leasing and renewal commissions; accounting or administrative charges; treatment of maintenance coordination and reimbursable expenses; staffing assumptions; and any services excluded from the base fee.

All work product shall be provided in editable electronic formats acceptable to the City. Underlying market data and models developed specifically for the City shall be provided to the extent permitted by third-party licenses.

7. Standards of Performance and City Controls

- **No authority to bind the City.** The consultant may recommend and negotiate within written parameters but may not execute documents, make commitments, promise incentives, or otherwise bind the City.
- **Written authorization required.** No property may be listed or marketed and no owner, purchaser, tenant, developer, or recruit may be contacted as the City's representative without authorization from the City project manager.
- **Coordination.** All external communications shall follow the approved contact and messaging protocol. Material communications and offers shall be promptly documented and shared with the City.
- **Independent advice.** Recommendations shall distinguish market evidence, professional judgment, assumptions, policy considerations, and advocacy by interested parties.
- **Public-sector compliance.** The consultant shall comply with applicable procurement, ethics, public-records, records-retention, nondiscrimination, accessibility, and other legal requirements.
- **Confidentiality.** The consultant shall protect nonpublic information to the extent permitted by Arkansas law. The City cannot guarantee that submitted proposals or contract records will be exempt from disclosure.
- **No guarantee of land-use approval or incentives.** The consultant shall clearly state that zoning, development approval, infrastructure participation, incentives, and financial assistance require separate review and approval.

8. Conflicts of Interest, Agency, and Compensation Safeguards

Because the selected firm may participate in transactions and recruitment while maintaining relationships with market participants, transparent conflict management is essential.

- Disclose current or recent relationships, listings, representation agreements, ownership interests, referral arrangements, or compensation sources involving the City, assigned properties, adjacent owners, known prospects, or reasonably foreseeable counterparties.
- Update disclosures throughout the contract and before beginning each assignment.
- Do not represent both the City and another party in the same transaction, or accept compensation from another party, without full written disclosure and the City's prior written consent. The City may prohibit dual agency for any assignment.
- Do not steer City opportunities to affiliated persons or entities or use nonpublic City information for another client.
- Disclose all commissions, referral fees, rebates, co-brokerage arrangements, bonuses, incentives, and other transaction-related compensation, regardless of payer.
- Credit or remit to the City any rebate or other compensation that the contract requires to be passed through.

- Promptly recuse conflicted personnel or implement another remedy acceptable to the City. The City may reassign an engagement or terminate the contract when a conflict cannot be adequately managed.

9. City Responsibilities

- Designate a project manager and identify authorized decision-makers.
- Provide reasonably available property, planning, infrastructure, and policy information.
- Coordinate access to City departments, legal counsel, governing bodies, and partner organizations as appropriate.
- Review deliverables and provide decisions or direction within reasonable timeframes.
- Procure specialized legal, appraisal, survey, environmental, engineering, title, or other services when the City determines they are necessary.

10. Minimum Qualifications

- A properly licensed Arkansas real estate firm and broker, as required for the proposed services, in good standing at the time of proposal and throughout the contract.
- At least five years of substantial commercial real estate experience, including brokerage or transaction advisory work comparable in complexity to this scope.
- Demonstrated ability in at least three of the following: land transactions, commercial leasing, mixed-use or redevelopment, public-sector property, industrial or innovation sites, retail recruitment, site selection, or developer solicitation.
- A proposed project lead with authority to commit firm resources and demonstrated experience managing sensitive or complex assignments.
- Access to market data, brokerage platforms, research tools, and networks appropriate to Northwest Arkansas and national prospect recruitment.
- Capacity to provide timely service and attend meetings in Bentonville when requested.

11. Proposal Requirements

Proposals should be concise, directly responsive, and organized in the order below. The main proposal, excluding covers, dividers, required forms, resumes, and fee schedule, should not exceed 25 pages.

1. Executive Summary — State the firm's understanding of the engagement, proposed role, principal advantages, and any requested exceptions.
2. Firm Profile — Provide legal name, headquarters and serving office, ownership, years in business, licenses, staffing, service lines, and any material litigation or disciplinary history relevant to performance.
3. Relevant Experience — Provide up to five comparable assignments, emphasizing municipal or public-sector representation, acquisitions and dispositions, leasing, developer recruitment, business attraction, and complex land transactions.
4. Proposed Team — Identify the principal-in-charge, day-to-day project lead, brokers, researchers, recruitment personnel, subconsultants, roles, availability, licenses, credentials, and resumes.
5. Approach and Work Plan — Describe how the firm will organize assignments, value property, develop strategy, reach prospects, coordinate recruitment, manage negotiations, control conflicts, report activity, and measure results.
6. Local and Market Reach — Explain knowledge of Bentonville and Northwest Arkansas and access to regional and national purchasers, tenants, developers, site selectors, retailers, and targeted industries.

7. **Example Work Products** — Provide redacted examples of an opinion of value, offering memorandum or property brief, prospect pipeline or recruitment report, and offer comparison or transaction recommendation.
8. **References** — Provide three client references for comparable work, including at least one public-sector or economic-development client if available.
9. **Conflict and Agency Disclosure** — Complete the disclosures described in Section 8 and identify any proposed limitations on representing counterparties during the contract.
10. **Fee Proposal** — Submit the information required by Section 12 in a separately identified section or file.
11. **Exceptions** — Identify each requested exception to the RFP or anticipated agreement. Silence constitutes acceptance of the stated requirement, subject to final contract negotiation.

12. Fee Proposal

The City is open to a blended compensation structure appropriate to each assignment. Proposers shall clearly describe when each fee applies, how it is calculated, who pays it, and whether it is earned if a transaction does not close.

Fee Component	Required Proposal Information
Strategic advisory	Monthly retainer, fixed task fee, and/or hourly rates by personnel; included hours and services; overage terms.
Opinions of value / studies	Fixed fee or fee range by property type and complexity; assumptions and turnaround time.
Sale / disposition	Proposed commission or success fee, tiers, minimums, co-broker treatment, procuring-cause terms, tail period, and treatment of City-generated prospects.
Landlord / tenant representation	Commission schedule, renewal or expansion fees, outside-broker participation, and treatment of preexisting prospects.
Business recruitment	Retainer, fixed fee, success fee, or other structure; definition of a qualified lead and successful outcome.
Expenses	Items billed separately, markups, travel policy, and expenses requiring advance approval.

The City prefers transparent pricing and reserves the right to negotiate different compensation for individual assignments. No commission, success fee, expense, or other compensation will be owed unless expressly authorized in a fully executed agreement. The City will not pay undisclosed compensation.

13. Evaluation and Selection

Criterion	Points
Relevant firm experience and demonstrated results	20
Qualifications, capacity, and availability of proposed team	15
Understanding of Bentonville's needs and strategic context	15
Approach to advisory, brokerage, recruitment, reporting, and transaction management	20
Market knowledge, relationships, tools, and regional/national reach	10
Public-sector experience, ethics, and conflict-management approach	10
Fee structure and overall value	10
Total	100

The City may shortlist firms and conduct interviews, request clarification or best-and-final offers, verify references and licenses, and negotiate scope and fees. If interviews are conducted, the City may rescore some or all criteria or add an interview score announced to shortlisted firms.

The City may award to one firm, award service categories to multiple firms, establish a pool of qualified firms, or make no award, whichever is determined to be in the City’s best interest.

Appendix A — Suggested Assignment Authorization

The City may use the following structure for each assignment. This appendix is illustrative and may be replaced by the City’s contract form.

Field	Assignment-Specific Information
Assignment / property	[Name, address, parcel, or recruitment initiative]
Objective	[Decision or outcome sought]
Authorized services	[Specific subsections of the scope]
Deliverables	[Products and required format]
Schedule / milestones	[Dates and decision points]
City project manager	[Name and authority]
Approved external contacts	[Owners, prospects, partners, media protocol]
Compensation	[Fixed fee, hourly cap, commission, success fee, and payer]
Approved expenses	[Amount and approval process]
Agency / conflict terms	[Assignment-specific restrictions and disclosures]
Required approvals	[Staff, Mayor, City Council, or other]

Appendix B — Proposer Checklist

- Executive Summary
- Firm Profile and licenses
- Relevant Experience
- Proposed Team and resumes
- Approach and Work Plan
- Local Knowledge and Market Reach
- Example Work Products
- Three References
- Conflict and Agency Disclosure
- Fee Proposal
- Exceptions
- Acknowledgment of Addenda
- Authorized Signature



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Stephanie Orman
Phone:	479 271-5966	For Department(s):	Transportation
Email:	mayor.assistant@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Bus Stop Installation Status
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

www.bentonvillear.com

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Stephanie Orman
Phone:	479 271-5966	For Department(s):	Police
Email:	mayor.assistant@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Flock Camera Update
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

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Audrey Mitchell
Phone:	479-254-2039	For Department(s):	Planning
Email:	audrey.mitchell@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	July 2026 Commercial Landscape Award - 200 East Central Avenue
Action Recommendation & Justification:	Recognition by City Council of the landscaping of commercial property at 200 East Central Avenue. The property was selected by the Tree & Landscape Advisory Committee and is the July 2026 Commercial Landscaping of the Month award winner.
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

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Audrey Mitchell
Phone:	479-254-2039	For Department(s):	Planning
Email:	audrey.mitchell@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	July 2026 Residential Landscape Award - 1700 Mystic Avenue
Action Recommendation & Justification:	Recognition by City Council of the landscaping of residential property at 1700 Mystic Avenue. The property was selected by the Tree & Landscape Advisory Committee and is the July 2026 Residential Landscaping of the Month award winner.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Shelli Kerr
Phone:	479-271-3122	For Department(s):	Planning
Email:	shelli.kerr@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Amending the Property Maintenance Regulations
Action Recommendation & Justification:	An Ordinance amending the property maintenance code to allow for clearly delineated, managed landscape areas and other purposes. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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MEMO

To: Mayor Stephanie Orman and Bentonville City Council
From: Shelli Kerr, AICP, Comprehensive Planning Manager and Ray Shastid, Chief of Police
CC Date: August 11, 2026
RE: **Property Maintenance Amendment**

Background

The Bentonville Tree and Landscape Advisory Board (TLAB) has requested a path that allows property owners to establish intentional native and pollinator landscapes to support ecological and environmental benefits without violating the grass and weed maximum height requirement of eight inches. On June 23, 2026, staff presented the request to City Council, shared potential environmental benefits of pollinators and natural landscape, features of a natural landscape ordinance, issues to keep in consideration, and initial feedback. City Council requested an ordinance be brought forward that included the following elements:

- Keep it as easy to enforce as possible.
- Require a clearly delineated managed landscape area.
- Do not allow in the right-of-way.

Proposed Amendments

Staff is recommending amendments to the property maintenance regulations that allow property owners to landscape with a variety of plant materials, including environmentally friendly vegetation, while maintaining standard property maintenance requirements.

The recommendation is that landscaping and vegetation, besides shrubs and trees, that have the potential to exceed 8" in height be in a managed landscape area that is:

- setback five (5) feet from side and rear property lines,
- clearly delineated with edging or turf edge;
- free from noxious weeds,
- is not located in the city right-of way or utility easements; and
- does not obstruct visibility at intersections, driveways, or pedestrian crossings.

Other amendments are proposed to clarify owner's responsibilities, better define noxious weed, establish clearance heights for trees above sidewalks and streets, and requirements for agricultural properties.

- *Tree clearance:* Relocate maintenance-related requirements from Community Code Sec 50-510 (j)(7) into the property maintenance code, particularly for clearance of trees over sidewalk and roadways, and intersection visibility requirements.
- *Identifying noxious weeds:* For clarity, add in the definition that noxious weed is as identified by the Arkansas Department of Agriculture.
- *Agriculture properties:* While agricultural properties are generally an exception to the 8" grass and weed requirements, add that a 5' wide strip from rights-of-way and 2' wide strip of sidewalks be maintained below 8".

ORDINANCE NO. _____

**AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE
CHAPTER 76 PROPERTY MAINTENANCE, TO ESTABLISH AN
EXEMPTION FOR MANAGED LANDSCAPES; AND FOR OTHER
PURPOSES.**

WHEREAS, manicured lawns can result in high energy use, use of toxic chemicals for maintenance, contribute to air, noise and water pollution, and decrease bird and pollinator habitats;

WHEREAS, City Council recognizes residents' desire to use their property in an ecologically beneficial manner, including through the planting of vegetation in lawn areas, including native grasses and forbs, and other plants beneficial to pollinators, which may grow to a height of greater than the currently allowable eight (8) inches per Bentonville Municipal Code Sec. 76-302(d);

WHEREAS, City Council finds these types of plantings may preserve, restore, or maintain beneficial natural functions and may utilize environmentally sound practices while upholding aesthetic properties that benefit our neighborhoods and community; and

WHEREAS, as guidance towards these functional and aesthetic goals, this change in lawn use must be planned, managed, and maintained in accordance with minimum standards.

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

Section 1: That Bentonville Municipal Code, Chapter 76 Property Maintenance should be and is hereby amended with *Exhibit A: Property Maintenance Code Amendments*, an electronic copy and paper copy of which is on file with the City Clerk and is hereby adopted by reference as though it were copied herein fully;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk

EXHIBIT A
PROPERTY MAINTENANCE CODE AMENDMENTS

Strikethrough text to be deleted, red underline text to be added.

Sec. 76-202 General Definitions

Noxious weed. Any plant which is considered to be harmful to the environment or animals and designated by ~~a Federal, State or county government~~ the Arkansas Department of Agriculture as injurious to public health, agriculture, recreation, wildlife or property.

Managed landscape – A planned, intentionally designed, and maintained landscape that incorporates native plants, or non-invasive plants of any origin, that is free from noxious weeds. This may include a variety of horticultural practices including but not limited to pollinator gardens, rain gardens, meadow vegetation, prairie gardens, monarch waystations, native plantings, native gardens, ornamental grasses, food producing vegetation, and butterfly habitats. A managed landscape is subject to ongoing maintenance to control noxious weeds, prevent safety hazards, and maintain clear boundaries distinguishing it from unmanaged vegetation.

Sec. 76-302 Exterior Property Areas

(b) Sidewalks, driveways, streets, and alleys and ~~adjacent right of way~~.

- (1) All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in proper state of repair, and maintained free from hazardous conditions.
- (2) It shall be the duty of every owner or occupant of any lot or premises in this city along which any street or alleys runs, to keep said street or alley from the middle line thereof to the side next to him, free from all manner and kind of mud, rocks, filth, garbage, trash, debris or decaying animal and vegetable substance of every kind.
- (3) It shall be the duty of every owner or occupant of any lot or premises to ensure that vegetation does not obstruct visibility for vehicle, bicycle, or pedestrian traffic, or block traffic control devices and at intersections per Sec 94-12 Obstruction of Sight Lines at Intersections.
- (4) Trees shall be maintained to provide a minimum vertical clearance of eight (8) feet above sidewalks and trails and fifteen (15) feet above streets. Trimming of street trees shall be the responsibility of the adjacent property owner, unless:
 - a. The street trees are located within the City's published Street Tree Maintenance Area;
 - b. The street trees are located within a median on arterial or collector streets;
 - c. There is emergency tree work required on arterial or collector streets;
 - d. BEUD or BWUD assess the need for utility line clearance, tree maintenance, or removal;
or
 - e. The owner has provided an alternate maintenance agreement acceptable to the Planning Director and Staff Attorney.

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

(1) Maximum height. Property owners are responsible for maintaining all premises or lawns, including that portion of the public right-of-way adjacent to the property, to prohibit the growth of weeds and grass in excess of eight (8) inches, with the following exceptions:

- a. Pollinator flowers, ornamental or native grasses, sedges, rushes, vines, ferns, and food producing vegetation that exceeds eight (8) inches in height are allowed only within a managed landscape area that is:
 - 1. Set back at least five (5) feet from side and rear property lines. The setback is not required where the managed landscape area abuts another similar managed landscape area, a wetland, pond, lake, or stream.
 - 2. Clearly delineated by at least one of the following:
 - i. A minimum two (2) foot mowed turf edge;
 - ii. Permanent landscape edging (stone, metal, wood, or similar durable material);
 - iii. Mulched border; or
 - iv. Decorative fencing.
 - 3. Maintained free of noxious weeds.
 - 4. Not located within public rights-of-way or easements.
 - 5. Not obstructing sight visibility at intersections, driveways, or pedestrian crossings.
- b. Property zoned T2.1 used for pastures and/or crop cultivation, except that a minimum strip of five (5) feet along public right-of-way and within two (2) feet of sidewalk or trail shall be maintained to prohibit growth of weeds and grass in excess of eight (8) inches.
- c. Weeds or grass in platted detention/retention ponds shall not exceed ten (10) inches in height.

(2) Noxious weeds. Noxious weeds shall be prohibited.

(3) Penalties. Upon failure of the owner or agent having charge of a property to cure non-compliance, after service of a notice of violation, they shall be subject to prosecution in accordance with Sec. 76-109(c) Prosecution of violation and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter

upon the property in violation and cut and destroy the non-compliant vegetation thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Hearing & Ordinance Vacating a Right of Way & Establishing a Drainage Easement (VAC26-0034)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Right of Way Vacation located at Lot 13, Block 11 and Block 14 of Gilmore's Addition (VAC26-0034) and establishing a Drainage Easement.
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$ 0
-----------------------------	------

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

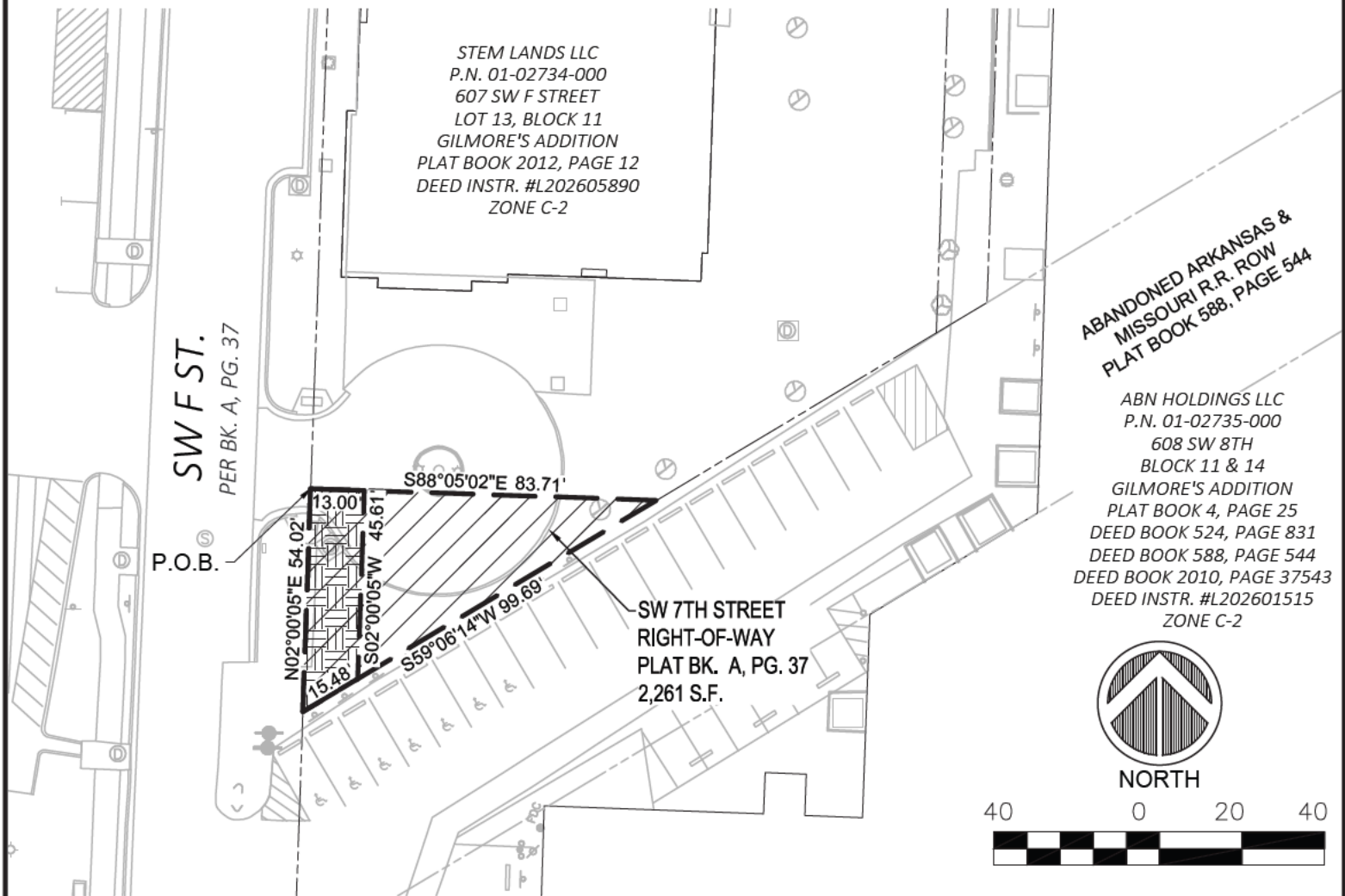
City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

EXHIBIT



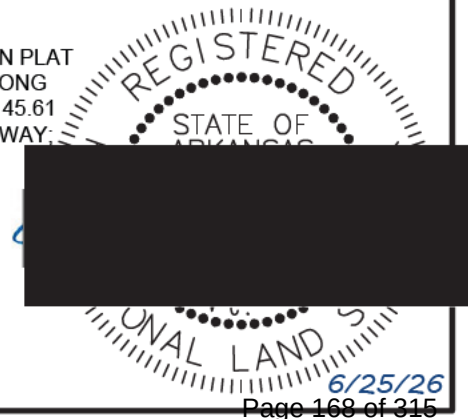
SOUTHWEST 7TH STREET RIGHT-OF-WAY:

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.



ORDINANCE NO. _____

ORDINANCE VACATING RIGHT OF WAY AND ESTABLISHING DRAINAGE EASEMENTS LOCATED AT LOT 13, BLOCK 11 OF GILMORE'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0034).

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

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

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

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

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

Section 2: Concurrently, The City of Bentonville Arkansas establishes a permanent drainage easement to construct, remove, enlarge, maintain, inspect and repair drainage infrastructure, with right of ingress and egress to and from the same, on, over, across and under the following described real estate to-wit:

A tract of land situated in the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas and being described by metes and bounds 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 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.

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

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

MALORIE MARRS, City Clerk
City of Bentonville, Arkansas

STEPHANIE ORMAN, Mayor
City of Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating an Access Easement (VAC26-0036)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating an Access Easement Vacation located between Lot 50A and 5A of Hanover Subdivision Phase 1 (VAC26-0036).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

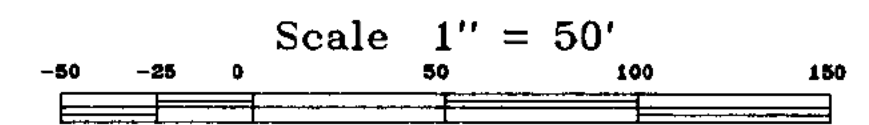
City Hall

305 SW A Street Bentonville, AR 72712

A-15-292

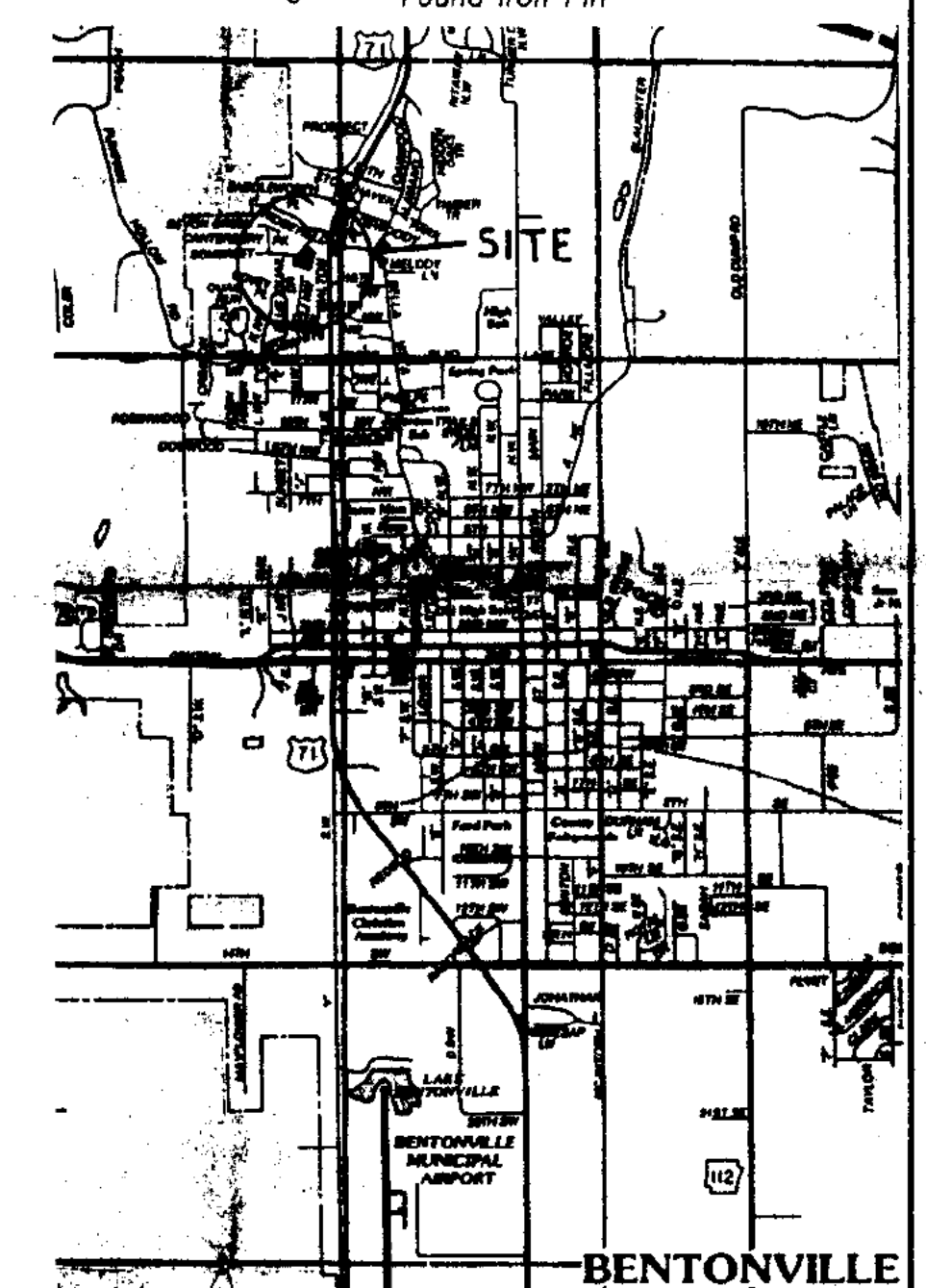
BEARINGS BASED ON RECORD SUBDIVISION
PLAT OF HANOVER SUBDIVISION

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



BENTONVILLE
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

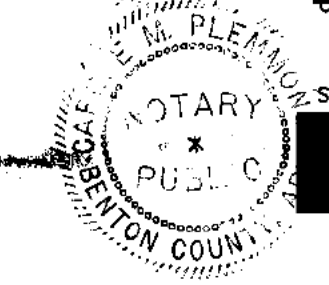
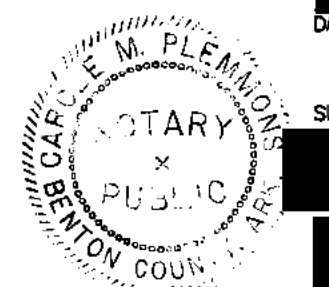
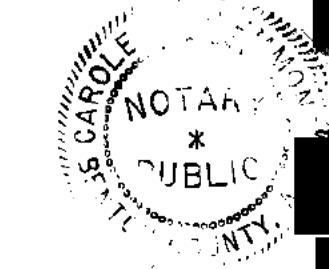
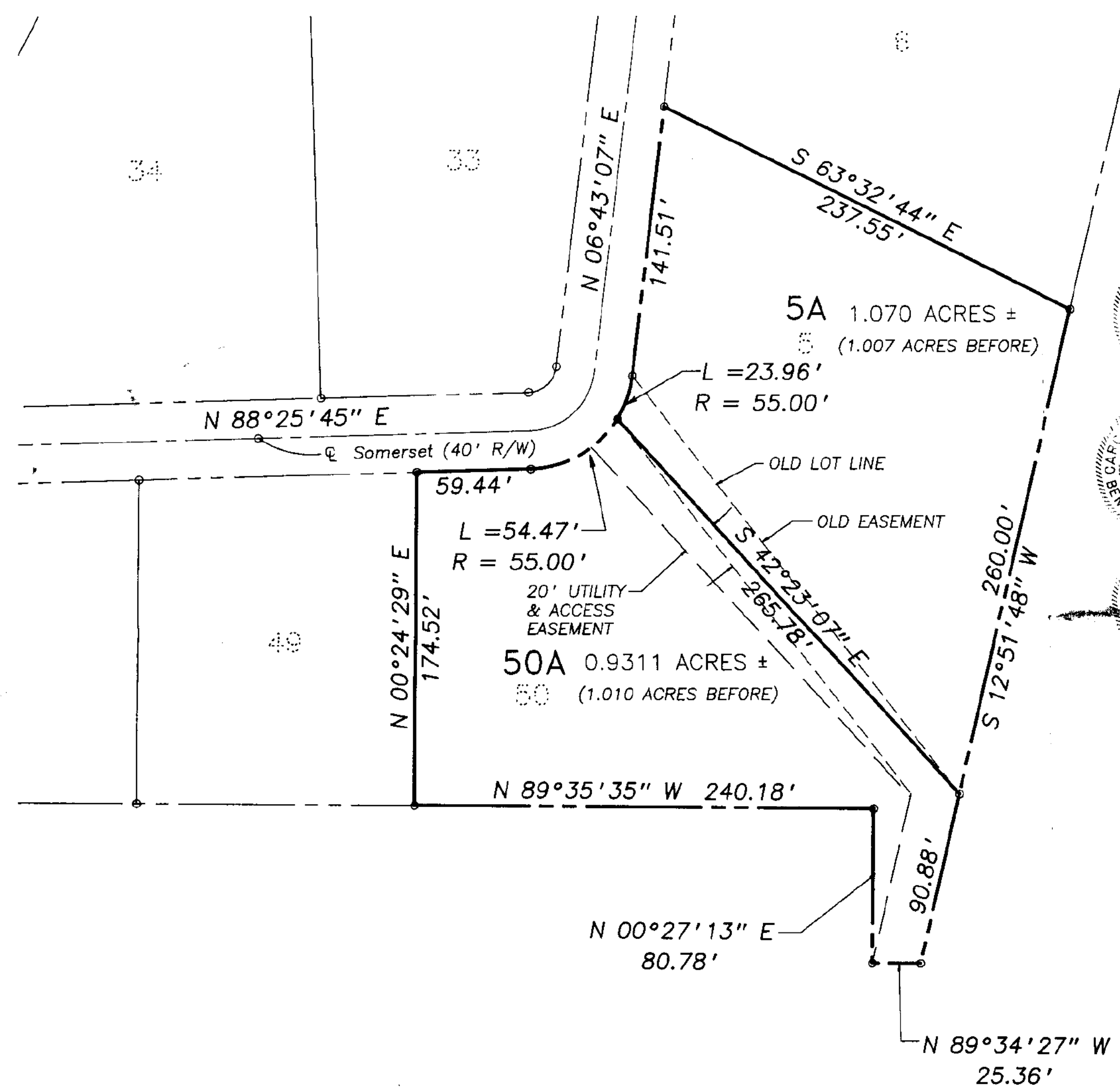
CITY COUNCIL ACCEPTANCE:
THIS PLAT IS ACCEPTED THIS 27th DAY OF Nov., 1990

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,

11-14-90
DATE



ORDINANCE NO _____

AN ORDINANCE VACATING AN ACCESS EASEMENT LOCATED BETWEEN LOTS 50 AND LOT 5, PHASE 1 OF HANOVER SUBDIVISION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC26-0036).

WHEREAS, a petition was filed with the City Council of the City of Bentonville, Arkansas, by Michael Kauppert asking the City Council to vacate an access easement located in the City of Bentonville, Benton County, Arkansas, which portion is more particularly 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, less and except that portion of the Access Easement shown in Exhibit "B", to be hereby redesignated as **20' Utility Easement**.

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

WHEREAS, after consideration at the Planning Commission meeting on August 4, 2026, the Planning Commission recommended that the portion of the Access Easement needed for access to the Harper Hill Subdivision (PP24-0010) not be vacated, as shown in Exhibit "B".

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 access easement designated 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, less and except that portion of the Access Easement shown in Exhibit "B", to be hereby redesignated as **20' Utility Easement**.

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

EXHIBIT B

KAUPPERT, MICHAEL &
JENNIFER
01-05101-000
LOT 50A PER PLAT A15-254

20' UTILITY & ACCESS EASEMENT
PR A15-254

STOCKLEY, JEROME JR
01-04706-000

15' UTILITY EASEMENT
PR 6-28

AREA OF EASEMENT
NOT TO BE VACATED
1,200 SQ. FEET ±

NW J ST LAND COMPANY
LLC
01-05080-001

20' UTILITY EASEMENT
PR 15-278

20' ACCESS EASEMENT
PR 15-278

THOMPSON, JAMES
MALCOM III & SUZANNE
01-00841-000

P.O.B.
ACCESS EASEMENT
VACATION
SE CORNER LOT 50A



GRAPHIC SCALE IN FEET



THIS EASEMENT SKETCH IS A REPRESENTATION OF THE SIZE,
SHAPE, AND LOCATION OF THE EASEMENT TO WHICH IT IS
ATTACHED. THIS DRAWING IS NOT A PLAT OF SURVEY

PROJECT NO.: 24303700	
DRAWN BY: J.B.S.	DATE: 07/29/2026
SHEET: 1 OF 1	CHECKED: N. CAGLE



Crafton Tull

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

479.636.4838 f
www.craftontull.com

DRAWING: G:\24303700\BVLLETOWN\HOMES\INFRASTRUCTURE\SURVEY\DWG\24303700_EXHIBIT.DWG
LAYOUT: ---, LAST SAVED: 8/3/26 7:29/2026 3:48:36 PM
LAST PLOTTED BY: JADE SULLIVAN, 7/29/2026 3:49:02 PM (PLOTTED BY: VALID ON HARD COPY ONLY)

EXHIBIT A

PARCEL NO. 01-05101-000

A PART OF LOT 50A OF A REPLAT OF THE HANOVER SUBDIVISION, PHASE 1, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD A15, PAGE 254, AND A PART OF A 20-FOOT-WIDE UTILITY AND ACCESS EASEMENT PER PLAT RECORD A15 PAGE 254, ALL LYING WITHIN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 50A; THENCE ALONG THE SOUTH BOUNDARY OF LOT 50A, NORTH 88°07'33" WEST, A DISTANCE OF 20.55 FEET TO A POINT ON THE WEST BOUNDARY OF THE AFOREMENTIONED 20-FOOT-WIDE UTILITY AND ACCESS EASEMENT; THENCE ALONG THE WEST BOUNDARY OF SAID 20 FOOT WIDE EASEMENT, NORTH 15°10'28" EAST, A DISTANCE OF 62.35 FEET; THENCE LEAVING THE WEST BOUNDARY OF SAID EASEMENT, SOUTH 74°49'32" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST BOUNDARY OF LOT 50A; THENCE ALONG SAID EAST BOUNDARY, SOUTH 15°10'28" WEST, A DISTANCE OF 57.62 FEET TO THE POINT OF BEGINNING; CONTAINING 1,200 SQUARE FEET, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OR ENCUMBRANCES.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tbillings@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Hearing and Ordinance Vacating a Utility Easement (VAC26-0039)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 1 of Baker's Park Addition (VAC26-0039).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

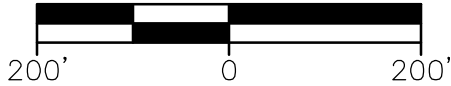
www.bentonvillear.com

Please Recycle!



EASEMENT EXHIBIT B

GRAPHIC SCALE IN FEET



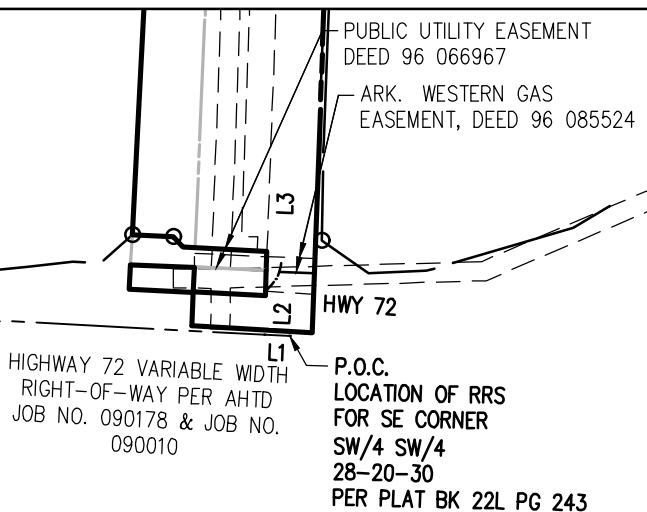
PARCEL LINE TABLE

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

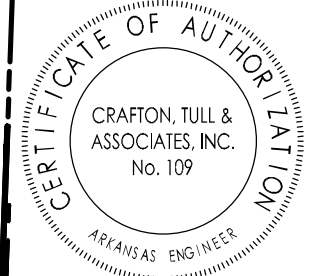
20' SEWER
EASEMENT, DEED
BK 626 PG 351

GENERAL UTILITY EASEMENT
DOC. NO. L202610994

ACCESS & UTILITY
EASEMENT DEED 93 49245

MOBERLY LANE

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

ORDINANCE NO _____

**AN ORDINANCE VACATING UTILITY EASEMENT LOCATED AT LOT 1 OF
BAKER'S PARK ADDITION OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON
COUNTY ARKANSAS (VAC26-0039).**

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

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, 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 utility easement.

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

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

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 EXISITING 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:

- 4) SOUTH 51°27'09" EAST, A DISTANCE OF 6.51 FEET;
- 5) SOUTH 06°42'02" EAST, A DISTANCE OF 349.35 FEET;
- 6) 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:

- 5) NORTH 03°03'21" WEST, A DISTANCE OF 80.14 FEET;
- 6) NORTH 03°23'00" WEST, A DISTANCE OF 299.58 FEET;
- 7) NORTH 06°42'02" WEST, A DISTANCE OF 340.53 FEET;
- 8) 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.

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
Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0037)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lots 12, 13, 14 & 15, Block 9 of Gilmore's Addition (VAC26-0037).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

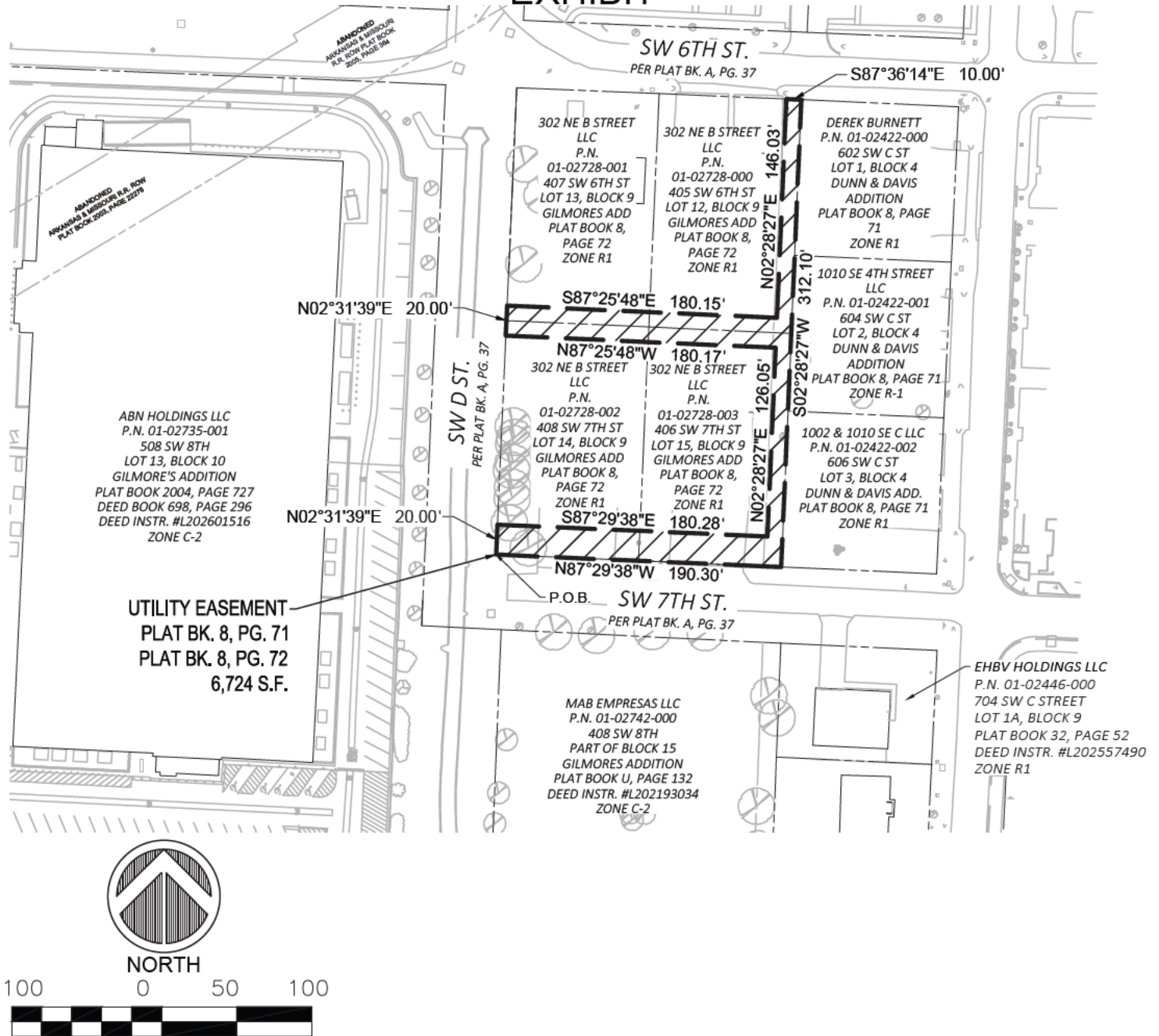
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOTS 12, 13, 14, & 15, BLOCK 9 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 14, BLOCK 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST D STREET; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 20.00 FEET; THENCE S87°29'38"E, A DISTANCE OF 180.28 FEET; THENCE N02°28'27"E, A DISTANCE OF 126.05 FEET; THENCE N87°25'48"W, A DISTANCE OF 180.17 FEET TO THE WESTERLY LINE OF SAID LOT 14; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF LOT S 14 & 13 OF SAID BLOCK 9, A DISTANCE OF 20.00 FEET; THENCE S87°25'48"W, A DISTANCE OF 180.15 FEET; THENCE N02°28'27"E, A DISTANCE OF 146.03 FEET TO THE NORTHERLY LINE OF SAID LOT 12, BLOCK 9; THENCE S87°36'14"E ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE S02°28'27"W ALONG THE EASTERLY LINE OF SAID LOT 12 & 15 OF SAID BLOCK 9, A DISTANCE OF 312.10 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 6,724 SQUARE FEET MORE OR LESS



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed 302 NE B Street, LLC with the City of Bentonville, Arkansas requesting a utility easement vacation (VAC26-0037) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOTS 12, 13, 14, & 15, BLOCK 9 OF GILMORE'S ADDITION, RECORDED IN PLAT BOOK 8, PAGE 72, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 14, BLOCK 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST D STREET; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF SAID LOT 14, A DISTANCE OF 20.00 FEET; THENCE S87°29'38"E, A DISTANCE OF 180.28 FEET; THENCE N02°28'27"E, A DISTANCE OF 126.05 FEET; THENCE N87°25'48"W, A DISTANCE OF 180.17 FEET TO THE WESTERLY LINE OF SAID LOT 14; THENCE N02°31'39"E ALONG THE WESTERLY LINE OF LOT S 14 & 13 OF SAID BLOCK 9, A DISTANCE OF 20.00 FEET; THENCE S87°25'48"W, A DISTANCE OF 180.15 FEET; THENCE N02°28'27"E, A DISTANCE OF 146.03 FEET TO THE NORTHERLY LINE OF SAID LOT 12, BLOCK 9; THENCE S87°36'14"E ALONG THE NORTHERLY LINE OF SAID LOT 12, A DISTANCE OF 10.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 12; THENCE S02°28'27"W ALONG THE EASTERLY LINE OF SAID LOT 12 & 15 OF SAID BLOCK 9, A DISTANCE OF 312.10 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 6,724 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 utility easement is set for a hearing August 25, 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
Bentonville, Arkansas



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0038)
Action Recommendation & Justification:	Approve Resolution to set Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lot 2, Block 4 of Dunn & Davis Addition (VAC26-0038).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

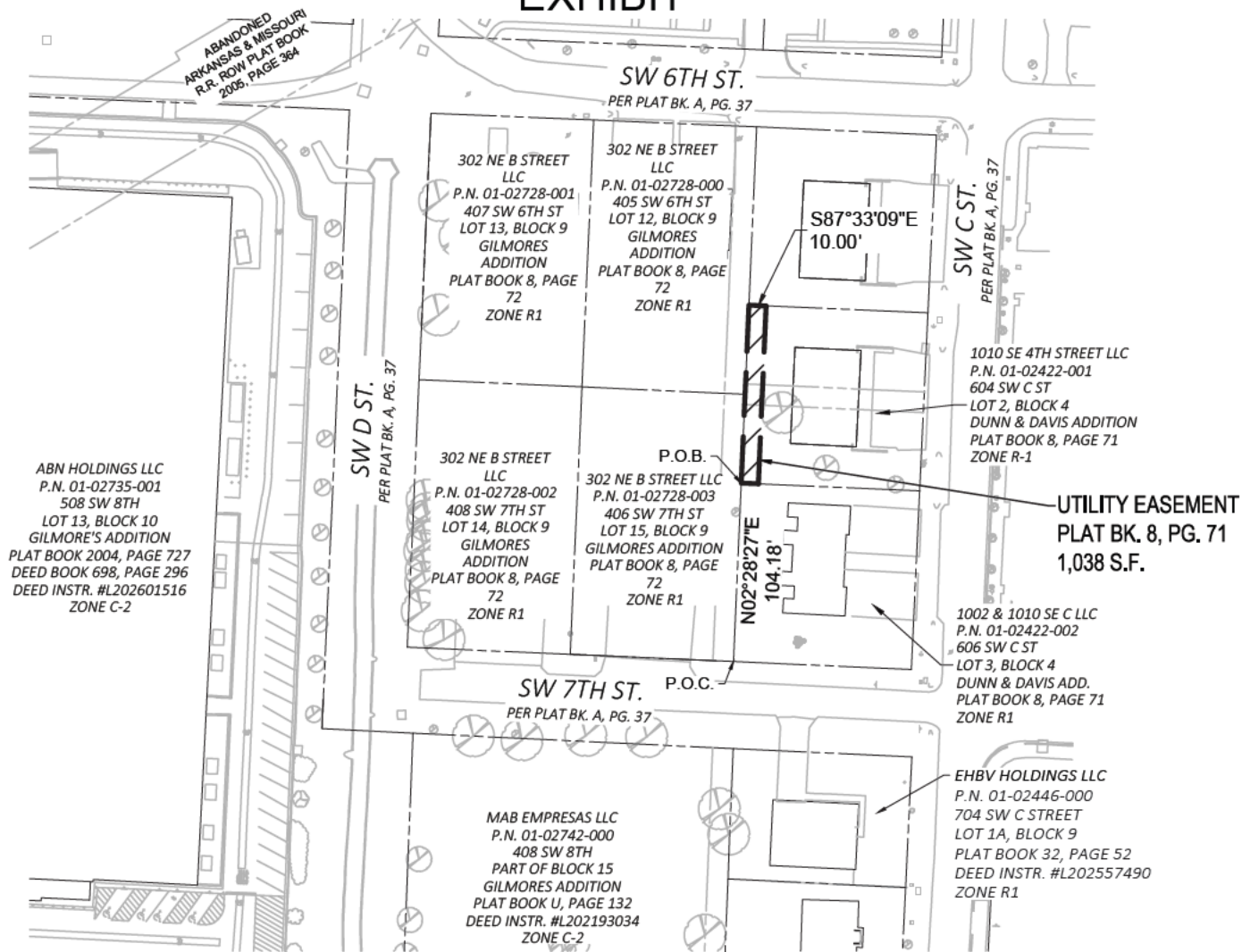
City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

EXHIBIT



NORTH

100 0 50 100



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 2, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE POINT OF BEGINNING; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF LOT 2, BLOCK 4, A DISTANCE OF 103.84 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S87°33'09"E ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 103.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE N87°30'15"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,038 SQUARE FEET MORE OR LESS



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed 1010 SE 4th Street, LLC with the City of Bentonville, Arkansas requesting a utility easement vacation (VAC26-0038) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 2, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE POINT OF BEGINNING; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF LOT 2, BLOCK 4, A DISTANCE OF 103.84 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2; THENCE S87°33'09"E ALONG THE NORTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 103.85 FEET TO THE SOUTHERLY LINE OF SAID LOT 2; THENCE N87°30'15"W ALONG THE SOUTHERLY LINE OF SAID LOT 2, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 1,038 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 utility easement is set for a hearing August 25, 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:	8/11/2026	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Planning
Email:	tracy.billings@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC26-0040)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for August 25, 2026 for a Utility Easement Vacation located at Lot 3, Block 4 of Dunn & Davis Addition (VAC26-0040).
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 0

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

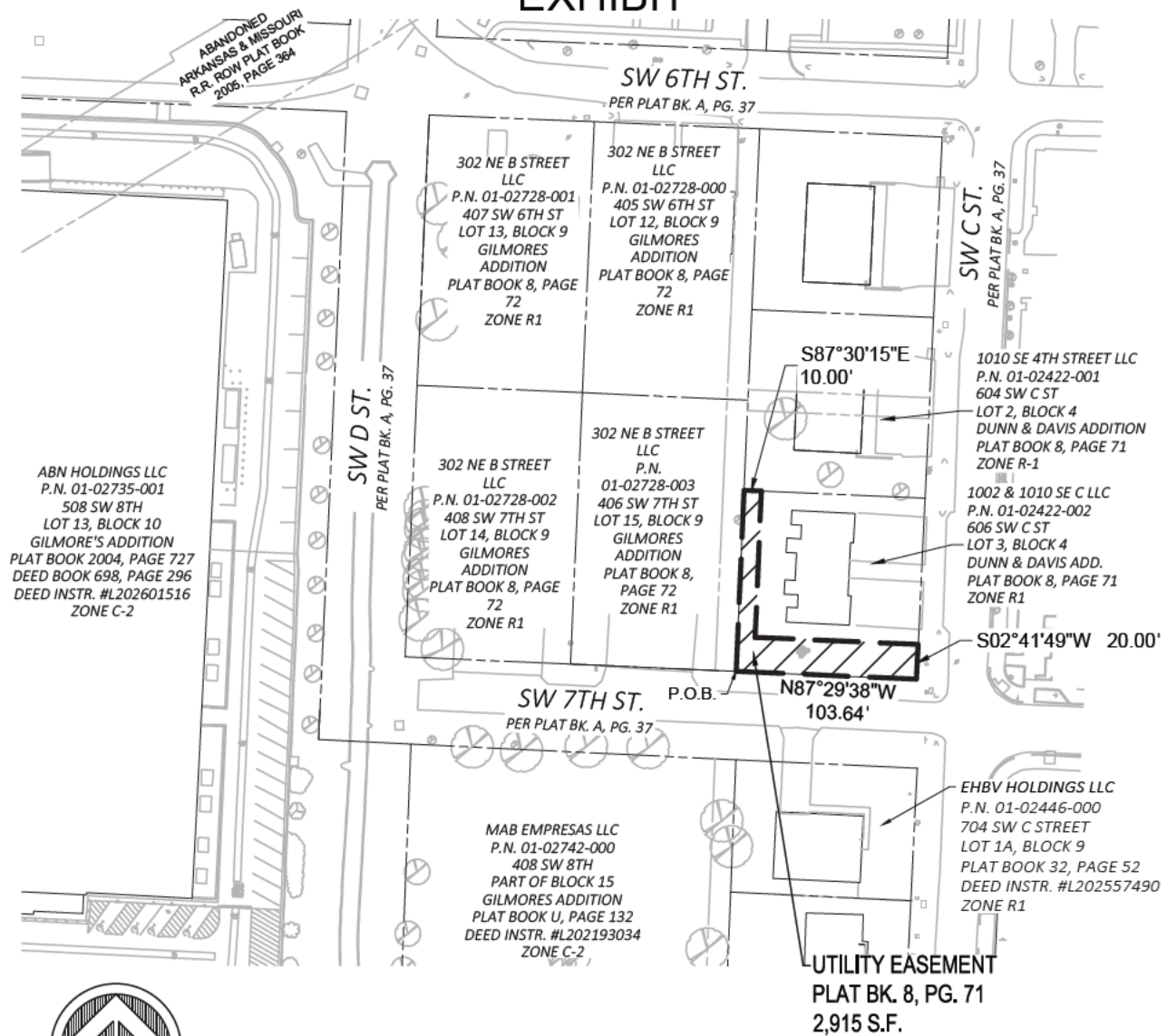
Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

EXHIBIT



NORTH

100 0 50 100



A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, BLOCK 4, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE S87°30'15"E ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 84.18 FEET; THENCE S87°29'38"W, A DISTANCE OF 93.72 FEET TO THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST C STREET; THENCE S02°41'49"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N87°29'38"W ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 2,915 SQUARE FEET MORE OR LESS



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed ABN Holdings LLC with the City of Bentonville, Arkansas requesting a utility easement vacation (VAC26-0040) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

A UTILITY EASEMENT RECORDED IN PLAT BOOK 8, PAGE 71, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, LYING WITHIN LOT 3, BLOCK 4, DUNN & DAVIS ADDITION, RECORDED IN PLAT BOOK 8, PAGE 71, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 3, BLOCK 4, AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N02°28'27"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 104.18 FEET TO THE NORTHERLY LINE OF SAID LOT 3; THENCE S87°30'15"E ALONG THE NORTHERLY LINE OF SAID LOT 3, A DISTANCE OF 10.00 FEET; THENCE S02°28'27"W, A DISTANCE OF 84.18 FEET; THENCE S87°29'38"W, A DISTANCE OF 93.72 FEET TO THE EASTERLY LINE OF SAID LOT 3 AND THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST C STREET; THENCE S02°41'49"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 20.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 3 AND THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 7TH STREET; THENCE N87°29'38"W ALONG THE SOUTHERLY LINE OF SAID LOT 3, A DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.
CONTAINING A TOTAL OF 2,915 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 utility easement is set for a hearing August 25, 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:	8/11/2026	Submitted By:	David Wright
Phone:	479.271.6813	For Department(s):	Parks & Recreation
Email:	david.wright@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Accepting Design Excellence Grant for Parks Master Plan
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to accept a \$20,000.00 Design Excellence Grant from the Walton Family Foundation for the Parks and Recreation Master Plan Project. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	\$ 20,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-33810	Local Grants	\$	\$ 20,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-43210	Legal & Professional Services	\$ 20,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: Mayor Orman and City Council
From: David Wright, Parks and Recreation Director
Date: July 28, 2026
Re: Accepting grant for Parks and Recreation Master Plan

Parks and Recreation is requesting City Council's approval of a resolution authorizing the Mayor and Clerk to accept a Design Excellence Grant from the Walton Family Foundation for the Parks and Recreation 10 Year Master Plan.

In 2017, the Play Bentonville Plan was adopted by City Council. This document has proven to be critical to the success of our department and how we best serve our citizens. The plan identified the high level of desire our citizens possessed in trails and bike / ped infrastructure and featured the need to establish a grand loop trail around Bentonville. This led to the Connect Bentonville Plan as well as the Little Osage Creek Trail and the Southwest Bentonville Plan. Parks projects such as the Quilt of Parks, Creekside Park, Gateway Park, Phillips Park, Orchards Park Dog Park and the Adult Recreation Center were brought to light in this plan. Additionally, public spaces not managed by the City including Osage Park was also mentioned as potential opportunity. Amenities such as dog parks and activities like Cricket were identified as areas of need that we have addressed in the past decade.

The 2026 budget includes funding for a Parks and Recreation Master Plan. During the budget adoption discussion last year, we informed council this would be something we would put a firm under contract during the second half of the year and most of the work would occur in 2027.

As we started planning for this project, I met with representatives from the Walton Family Foundation about the impact of the 2017 plan. With their assistance, we were able to bring in LaQuontra Bonci and Associates (LBA), an experienced firm from Pittsburgh, PA. LBA was able to objectively look at our public inventory, our citizens' needs, and our resources and put together a realistic and achievable plan for us to focus on. Access to a firm of this quality would not have been available without assistance from the Walton Family Foundation. After a discussion of the success of that plan, the Walton Family Foundation invited us to follow the same model and invited us to apply for the grant.

Grant approvals for accepting this grant is awarded in two steps. First, this \$20,000 award is to fund the interview and selection process. After a firm is selected and we negotiate a contract price, there will be another grant award for the price of the contract.

My plan is to have a firm under contract and to begin initial meetings by the end of the year. The public facing part of this project will take place in Spring 2027. My hope is this plan will be adopted in fall 2027.

If you have any questions, regarding this item, please contact me at 479.271.6813, or email david.wright@bentonville.ar.gov.

Attachments:

Grant Letter from Walton Family Foundation

WALTON FAMILY
FOUNDATION

May 27, 2026

Stephanie Orman
City of Bentonville
305 SW A St
Bentonville, AR, 72712

RE: Grant 00114722

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve K-12 education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$20,000.00 to cover interview expenses as part of a search for a qualified planning firm to conduct the Bentonville Parks and Recreation Master Plan through the Northwest Arkansas Design Excellence program. The grant funds are subject to the terms attached, and you should receive the funds within 14 days of receipt of summary of interview expenses. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00114722.

Reporting: Please provide the Foundation with the following reports:

Report Type	Report Date
Payment Requirement to include summary of interview expenses	November 01, 2026
Final Report	December 31, 2026

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Christie Yang
Secretary and General Counsel

Grant Terms

By accepting a grant from the Walton Family Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status:** Grantee represents to the Foundation that Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code.
2. **Accounting:** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.
3. **Restrictions on Grant Use:** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:
 - a. to lobby for or against, or otherwise to attempt to influence, government legislation;
 - b. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - c. to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
5. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
6. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity is approved by the Foundation. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes.
8. **Additional Information:** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ACCEPT A DESIGN EXCELLENCE GRANT FROM THE WALTON FAMILY
FOUNDATION, IN THE AMOUNT OF TWENTY THOUSAND DOLLARS
(\$20,000.00), FOR THE PARKS MASTER PLAN; AMENDING THE 2026
BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville parks department requests approval to accept a Design Excellence Grant from the Walton Family Foundation in the amount of twenty thousand dollars (\$20,000.00);

WHEREAS, this grant will be used to implement or the Parks and Recreation Master Plan Project;
and

WHEREAS, a budget adjustment is needed to recognize 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 the Walton Family Foundation, in the amount of twenty thousand dollars (\$20,000.00), for the Parks and Recreation Master Plan Project;

Section 2: The 2026 Budget is adjusted to recognize grant funds, in the amount of twenty thousand dollars (\$20,000.00), into Account #105030-33810 – Local Grants and appropriate the same into Account # 105030-43210 – Legal & Professional Services;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Nathan Izard
Phone:	479.418.0768	For Department(s):	Parks and Recreation
Email:	nathaniel.izard@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Amend Contract with Crafton Tull for Phillips Park Construction Administration
Action Recommendation & Justification:	A Resolution amending the agreement with Crafton Tull & Associates, Inc. for Phillips Park, adding construction administration services, in the amount of \$48,976.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is funded by 2021 Bond. Crafton Tull was selected following the City's standard RFQ solicitation & selection process for the procurement of professional services in accordance with state law. The original contract did not include Construction Administration services.
Amount for Approval:	\$ 48,976.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Nathaniel IZard, Parks and Recreation Project Manager
Date: August 11, 2026
Re: Resolution to Amend a Contract with Crafton Tull & Associates, Inc. for Construction Administration of the Phillips Park North Entry and Parking Lot Project.

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to execute Amendment No. 1 to the professional services agreement with Crafton Tull & Associates, Inc. in the net amount of \$48,976.00. This amendment adds Construction Administration services for Phillips Park North Entry and Parking Lot. The value of this amendment is \$48,976.00.

Amendment No. 1 adds \$56,400.00 in Construction Administration services and \$1,500.00 in reimbursables, offset by an \$8,924.00 reduction for geotechnical services provided directly by the City, yielding the net \$48,976.00 addition. Retaining Crafton Tull ensures direct engineering oversight including site inspections, pay request verification, and record drawings, maintaining design continuity through construction completion. Funding is via 2021 Bond Funds.

If you have questions concerning this item, please email me at nathaniel.izard@bentonville.ar.gov or call 479.418.0768.

AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT

Subject of Amendment: Additional Services

1. Background Data:

- a. Effective Date of OWNER-ENGINEER Agreement: 11.18.2025
- b. OWNER: City of Bentonville
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: Phillips Park Phase 3

2. Nature of Amendment

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

3. Description of Modifications

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 23, 2026.

OWNER:

CITY OF BENTONVILLE

By: _____
Stephanie Orman

Title: Mayor

Date Signed: _____

ENGINEER:

CRAFTON, TULL & ASSOCIATES, INC.

By: _____
Ali Karr

Title: Vice President

Date Signed: 07.23.2026

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

1. See scope sheet Exhibit A.
2. Removing geotechnical services from original scope.

Modifications to Payment to ENGINEER:

The OWNER shall pay ENGINEER for the Additional Services set forth above an amount equal to the lump sum amount listed below, plus Reimbursable Expenses charged at cost times a 1.15 multiplier and ENGINEER's consultants charged at cost times a 1.15 multiplier, if any consultants are included. Standard Hourly Rates shall be those shown in the attached Exhibit "B". The compensation for the Additional Services described herein is estimated to be **\$48,976.00**. Following is the total estimated distribution of compensation:

Original Services	\$218,649.00
Original Reimbursable Expenses	\$5,351.00
Additional Services	\$56,400.00
Services to be removed	(\$8,924.00)
Additional Reimbursable Expenses	\$1,500.00
Total Estimated Compensation	\$272,976.00



Exhibit “A”
Scope of Basic Services For:

Project:	Phillips Park Phase 3
Client:	City of Bentonville
Location of Project:	Bentonville, AR
Discipline:	Civil Engineering
Discipline Manager:	Ali Karr
Project Manager:	Ali Karr
Proposal Date:	07/23/2026
Billing Type:	Lump Sum plus Reimbursable Expenses
Fee/Estimate:	Construction Administration: \$56,400 Reimbursable Expenses: \$1,500 (estimated)
Description of the Construction Project:	Phase 3 of Phillips Park in Bentonville will include demo of the northwest field and parking. It will include the design and construction of a new parking lot, batting cages, playground, food truck court and entrance connecting to Phase 1.

The services to be provided by the Engineer:

Construction Administration Phase:

- Construction Observation
- Process Change Orders
- Progress Meetings
- Process and Verify Pay Requests
- Construction Staking
- Record Drawings
- Final Inspection & Project Close-out

Items Provided by Owner:

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



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

- FEMA Studies & Map Revision Applications (CLOMR/LOMR)
- Wetland Determinations
- Corps of Engineer Permitting
- Traffic Study
- Retaining Wall Design
- Landscaping Design
- Offsite Utility or Street Extensions

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



Exhibit "B"
Standard Hourly Rate Schedule
Effective January 1, 2026

Category	Hourly Rate
ENGINEERING	
ENGINEERING PRINCIPAL	\$ 270
SR. ENGINEERING MANAGER	\$ 240
ENGINEERING MANAGER	\$ 210
SR. PROJECT ENGINEER	\$ 180
PROJECT ENGINEER	\$ 160
ENGINEER INTERN III	\$ 145
ENGINEER INTERN II	\$ 135
ENGINEER INTERN I	\$ 125
SR. ENGINEERING DESIGNER	\$ 165
ENGINEERING DESIGNER III	\$ 130
ENGINEERING DESIGNER II	\$ 110
ENGINEERING DESIGNER I	\$ 100
ENGINEERING CAD TECHNICIAN III	\$ 95
ENGINEERING CAD TECHNICIAN II	\$ 85
ENGINEERING CAD TECHNICIAN I	\$ 75
ENVIRONMENTAL	
SR. ENVIRONMENTAL MANAGER	\$ 220
ENVIRONMENTAL MANAGER	\$ 185
SR. ENVIRONMENTAL SCIENTIST	\$ 155
PROJECT ENVIRONMENTAL SCIENTIST	\$ 125
ENVIRONMENTAL SCIENTIST II	\$ 100
ENVIRONMENTAL SCIENTIST I	\$ 80
ENVIRONMENTAL FIELD TECHNICIAN	\$ 65
INSPECTION	
INSPECTION MANAGER	\$ 140
SR. INSPECTOR	\$ 120
INSPECTOR II	\$ 100
INSPECTOR I	\$ 80
UAV SERVICES	
UAV TEAM LEAD	\$ 125
UAV PILOT	\$ 85
ADMINISTRATIVE	
ADMINISTRATIVE PRINCIPAL	\$ 240
ADMINISTRATIVE MANAGER	\$ 180
ADMINISTRATIVE IV	\$ 120
ADMINISTRATIVE III	\$ 95
ADMINISTRATIVE II	\$ 70
ADMINISTRATIVE I	\$ 55
PLANNING	
PLANNING PRINCIPAL	\$ 250
SR. PLANNING MANAGER	\$ 220
PLANNING MANAGER	\$ 210
SR. PLANNER	\$ 170
PROJECT PLANNER	\$ 130
PLANNER III	\$ 120
PLANNER II	\$ 110
PLANNER I	\$ 100

Category	Hourly Rate
LANDSCAPE ARCHITECTURE	
VICE PRESIDENT OF LANDSCAPE ARCHITECTURE	\$ 220
SR. LANDSCAPE ARCHITECTURE PROJECT MANAGER	\$ 195
LANDSCAPE ARCHITECTURE PROJECT MANAGER	\$ 180
SR. LANDSCAPE ARCHITECT	\$ 170
PROJECT LANDSCAPE ARCHITECT	\$ 155
LANDSCAPE DESIGNER III	\$ 125
LANDSCAPE DESIGNER II	\$ 115
LANDSCAPE DESIGNER I	\$ 100
LANDSCAPE DESIGN INTERN	\$ 80
LANDSCAPE CAD TECHNICIAN II	\$ 85
LANDSCAPE CAD TECHNICIAN I	\$ 75
SURVEYING	
SURVEYING PRINCIPAL	\$ 250
SR. SURVEYING MANAGER	\$ 215
SURVEYING MANAGER	\$ 190
SR. PROJECT SURVEYOR	\$ 165
PROJECT SURVEYOR	\$ 145
SURVEYOR INTERN II	\$ 125
SURVEYOR INTERN I	\$ 110
SURVEY COORDINATOR	\$ 120
CREW CHIEF II	\$ 110
CREW CHIEF I	\$ 95
FIELD SURVEYOR III	\$ 85
FIELD SURVEYOR II	\$ 75
FIELD SURVEYOR I	\$ 65
SURVEY CAD TECHNICIAN III	\$ 110
SURVEY CAD TECHNICIAN II	\$ 90
SURVEY CAD TECHNICIAN I	\$ 80
GEOGRAPHIC INFORMATION SYSTEMS	
SR. GIS MANAGER	\$ 180
GIS MANAGER	\$ 145
GIS ANALYST	\$ 110
GIS TECHNICIAN II	\$ 85
GIS TECHNICIAN I	\$ 65
REIMBURSABLE EXPENSES	
GPS Equipment.....	\$35/Hour
Robotic Survey Equipment.....	\$20/Hour
Bathymetric Survey Equipment	\$35/Hour
LiDAR Scanning Equipment	\$35/Hour
UAV	\$1000/Unit
Job Related Mileage.....	\$0.72/Mile
Per Diem for Out of Town Crews.....	Per GSA Allowable
Airfare and other travel related expenses.....	At Cost
Black and white 8.5"x11" Copies	\$0.15/sheet
Color 8.5"x11" Copies	\$1.50/sheet
Photo Paper Color Plan Sheet Copies	\$0.75/sq. ft.
Reproducible Plan Copies (Vellum)	\$1.50/sq. ft
Reproducible Plan Copies (Bond)	\$0.35/sq. ft.
All rates are subject to change without notice.	

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO
ENTER INTO AN AMENDED AGREEMENT WITH CRAFTON TULL,
IN THE AMOUNT OF FORTY-EIGHT THOUSAND NINE HUNDRED
SEVENTY-SIX DOLLARS (\$48,976.00),
ADDING CONSTRUCTION ADMINISTRATION SERVICES FOR
PHILLIPS PARK PHASE III; AND FOR OTHER PURPOSES.**

WHEREAS, Crafton Tull was selected following the City's standard RFQ solicitation & selection process for the procurement of professional services in accordance with state law;

WHEREAS, this amendment adds construction administration services for Phillips Park Phase III; and

WHEREAS, no budget adjustment is needed.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an amended agreement with Crafton Tull, in the amount of forty-eight thousand nine hundred seventy-six dollars (\$48,976.00), for construction administration services;

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

Section 3 - Repeal of Conflicting 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:	8/11/2026	Submitted By:	Nathan Iazard
Phone:	479.418.0768	For Department(s):	Parks and Recreation
Email:	nathaniel.izard@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid to SWX Construction for Phillips Park North Restroom
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with SWX Construction, in the amount of \$539,686.37, with a 10% contingency of \$53,968.63 for a total not to exceed \$593,655.00, for the construction of the Phillips Park North Restroom Pavilion project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	SWX Construction submitted the lowest qualified bid. This is funded by bond funds.
Amount for Approval:	\$ 593,655.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Nathaniel Izard, Parks and Recreation Project Manager
Date: August 11, 2026
Re: Bid Award for Construction of Phillips Park North Restroom Pavilion

Parks and Recreation staff request City Council approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with SWX Construction in the amount of \$539,686.37, plus a contingency of \$53,968.63, for a grand total of \$593,655.00, for the construction of the Phillips Park North Restroom Pavilion. This project is funded from 2021 bond funds.

PROJECT HISTORY & BACKGROUND

Phillips Park was established through a 50 acre land donation by civic leader Harlon Phillips. To modernize the park into a premier regional athletic destination, Bentonville voters approved a bond extension in 2021. Following the successful completion of Phase 1, long term master planning identified the need for a second restroom facility to serve the expanding northern amenities, including the northern baseball fields, batting cages, parking areas, and future playground and rest area. This project was part of the original master plan. However, was not included in Phase I construction.

PROJECT DETAILS & NEXT STEPS

Bids were opened on July 2, 2026, and project architect Crafton Tull confirmed that SWX Construction submitted the lowest qualified bid with positive reference checks. Construction will run concurrently with Phillips Park Phase 3, allowing both projects to share contractor mobilization costs, maximize taxpayer dollars, and minimize overall disruption to park visitors and scheduled sports leagues.

If you have questions concerning this item, please email me at nathaniel.izard@bentonville.ar.gov or call 479.418.0768.



July 22, 2026

Nathan Izard, CNU-A
Project Manager
Bentonville Parks & Recreation
215 SW A Street
Bentonville, AR 72712

RE: Phillips Park North Restroom Pavilion Bid Tabulation Results

Nathan,

We have reviewed the bidding documents for the Phillips Park North Restroom Pavilion unsealed on July 2, 2026, and have found everything in order pursuant to all bids received. The lowest qualified bid was provided by **SWX Construction** for the proposed contract sum of **\$539,686.37**. We have subsequently contacted references for previous work done by SWX Construction, and received positive feedback regarding their past performance. As such, Crafton Tull recommends that the City of Bentonville notify the bidder of intent to award and proceed with contract execution.

If you have any questions, please don't hesitate to contact me.

Thank you,



Wes Burgess, AIA
Vice President, Architecture

ARTICLE 3—BASIS OF BID—LUMP SUM BID

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	\$ 539,686.37
--------------------	---------------

3.02 Total Bid Price

Total Bid Price –	\$ 539,686.37
-------------------	---------------

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
01	June 26, 2024

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

BIDDER hereby submits this Bid as set forth above:

Bidder:

SWX Construction

By:

name of

(individual)

Name:

John Moss

(typed or printed)

Title:

SR. Project Manager

(typed or printed)

Date:

7/2/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

John Moss

(typed or printed)

Title:

SR. Project Manager

(typed or printed)

Phone:

479.225.8027

Email:

john.moss@steelworking.com

Address:

1860 E. Pump Station Rd.
Fayetteville AR 72701

Bidder's Contractor License No.: (if applicable) AR - 0405550424



PROPOSAL NUMBER: 8663

Proposal For:
Crafton Tull
901 N. 47th Street
Suite 400
Rogers, AR 72756

Project Title: Phillips Park Restroom
Proposal Number:
Proposal Date: 7/2/2026

Greetings,

Steelworx Industrial Group, LLC / SWX Construction proposes to furnish all labor, supervision, materials, equipment, tools, coordination, layout, shop drawings, hoisting, installation, cleanup, testing support, and closeout documentation necessary to complete the construction of the Phillips Park North Restroom Pavilion in accordance with the construction documents prepared by Crafton Tull and the associated engineering consultants.

The project consists of a new restroom pavilion building, including site utility work, foundations, slab-on-grade, masonry walls, structural steel and roof framing, wood roof decking, metal roofing and wall panels, doors and hardware, glass block, toilet accessories, plumbing systems, HVAC/ventilation systems, and electrical power/lighting systems. The drawing index identifies the full construction set from G-001 through E-303, including civil, structural, architectural, plumbing, mechanical, and electrical sheets.

The code sheet identifies the restroom pavilion as Group B Business within an overall A-5 recreation project, Type VB construction, with a building area of approximately 798 SF enclosed and 1,463 SF under roof. Automatic fire alarm and automatic fire sprinkler systems are noted as not required; portable fire extinguishers are required.

00 00 00 — Procurement and Contracting Requirements

SWX Construction's scope includes coordination with the Owner, Architect, Engineers, Authorities Having Jurisdiction, subcontractors, vendors, and suppliers for a complete project delivery package. This scope assumes the work will be performed under the final executed contract documents, issued addenda, approved alternates, and approved clarifications.

Included:

- Contract administration and coordination.
- Review of construction documents and addenda.
- Procurement of subcontractors, materials, and equipment.
- Coordination of submittals, RFIs, field conflicts, and closeout documentation.
- Coordination with Owner-provided requirements, if any.

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Crafton Tull - Phillips Park Restroom Pavilion

01 00 00 — General Requirements

SWX Construction shall provide project management, supervision, scheduling, safety coordination, site logistics, temporary facilities, temporary protection, field measurements, layout coordination, and project closeout.

Included:

- Mobilization and demobilization.
- Project supervision and field coordination.
- Construction schedule and trade coordination.
- Jobsite safety program.
- Coordination of inspections and testing agencies.
- Submittal management.
- RFI and change management.
- Daily cleanup and final cleaning.
- Protection of existing improvements and public access.
- Maintenance of pedestrian safety and ADA-compliant access routes as required.
- Coordination of shop drawings, including structural steel, reinforcing steel, masonry, concrete mixes, and MEP submittals.
- Record drawings and closeout documents as required.

02 00 00 — Existing Conditions

This project is treated primarily as new construction. Demolition is not generally indicated, except for incidental removal, saw cutting, patching, trenching, tie-ins, utility coordination, and existing-condition work required to install the new pavilion.

- Included:
- Field verification of existing conditions.
- Protection of existing park improvements, sidewalks, utilities, landscaping, and adjacent facilities.
- Minor cutting, patching, removal, and restoration required for the new work.
- Utility investigation and coordination prior to trenching.
- Cleanup of construction debris and restoration of disturbed areas.

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Crafton Tull - Phillips Park Restroom Pavilion

03 00 00 — Concrete

Provide concrete work necessary for the restroom pavilion structure, slab, foundations, pads, and incidental site concrete shown or required. Structural drawings identify continuous footing types CF24 and CF48, isolated footing F48, and a 4-inch slab-on-grade with #4 reinforcing at 16 inches on center each way. The drawings also require slab drainage protection during construction, control joints at maximum spacing, and housekeeping pads coordinated with mechanical equipment.

Included:

- Excavation coordination for concrete foundations.
- Continuous footings, isolated footings, and thickened slab areas.
- Slab-on-grade construction.
- Reinforcing steel, dowels, chairs, supports, vapor barrier, granular base, and placement accessories.
- Column blockouts, slab joints, control joints, re-entrant corner reinforcement, and sawcut joints.
- Equipment pads and housekeeping pads where required.
- Concrete infill and sloped concrete as shown at existing openings/areas.
- Concrete finishing, curing, protection, and patching.

04 00 00 — Masonry

Provide all concrete masonry unit work, brick veneer, decorative block, glass block coordination, grout, reinforcing, ties, lintels, bond beams, control joints, and masonry accessories required for the completed pavilion. Structural masonry details include CMU lintel schedules, screen wall/foundation requirements, typical exterior footing details, bond beam steps, and masonry wall reinforcing requirements

Included:

- CMU walls and partitions.
- Decorative ground-face block.
- Brick veneer.
- Masonry wall reinforcing, dowels, bond beams, grouted cells, control joints, and masonry lintels.
- Masonry openings, jamb reinforcing, and lintel reinforcing.
- Mortar, grout, flashing, weeps, ties, sealant coordination, and cleaning.
- Masonry mockups if required by the Architect.
- Coordination with structural steel bearing pockets, embeds, plates, and roof bearing conditions.
- Masonry support for toilet partitions, accessories, and MEP rough-ins.

05 00 00 — Metals

Provide structural steel, miscellaneous metals, cold-formed metal framing, embeds, anchor rods, bearing plates, connection materials, and related steel items required by the structural and architectural drawings. Structural drawings show roof framing with HSS steel members, wood deck bearing, beam pocket details, tapered beam connections, HSS-to-HSS connections, and base plate/anchor rod details.

Included:

- HSS beams, tapered columns, steel framing, and miscellaneous steel.
- Base plates, anchor rods, nuts, washers, non-shrink grout coordination, and embed plates.
- Field welding, shop welding, bolted connections, touch-up, galvanizing/primer coordination, and steel finish coordination.
- Steel beam pockets and bearing plates at masonry.
- Bent plates, angles, miscellaneous support steel, and architectural/structural steel coordination.
- Cold-formed metal stud wall and related track/framing as shown.
- Coordination with roof decking, masonry, metal panels, mechanical supports, plumbing supports, and electrical supports.

06 00 00 — Wood, Plastics, and Composites

Provide wood blocking, treated wood plates, tongue-and-groove roof decking, nailers, roof edge blocking, and miscellaneous carpentry.

Included:

- 2-1/2 inch tongue-and-groove wood roof decking.
- Wood blocking, nailers, plates, and backing.
- Treated lumber at masonry or concrete contact.
- Wood deck fasteners and attachment to steel/CMU per details.
- Fire-treated wood where required by general notes.
- Coordination of deck penetrations with lighting, conduit routing, roof curbs, and MEP penetrations.

07 00 00 — Thermal and Moisture Protection

Provide complete building envelope materials, insulation, underlayment, waterproofing/air barrier, roofing, wall panels, flashings, trim, sealants, and penetration sealing. Architectural wall sections and details identify standing seam roof panels, 2-1/2 inch T&G decking, 4-inch rigid insulation, fluid-applied air barrier, foamed-in-place insulation, brick veneer, CMU, glass block, metal wall panels, exterior gypsum sheathing, and joint sealant.

Included:

- Standing seam metal roof panels.
- Fully adhered underlayment.
- Roof fascia, ridge, eave, gable, closure, and trim components.
- Standing seam metal wall panels.
- Wood-look concealed-fastener metal wall panels.
- Rigid insulation.
- Foamed-in-place insulation at non-grouted CMU cells as shown.
- Fluid-applied membrane air barrier.
- Joint sealants.
- Flashing, counterflashing, weeps, and waterproofing coordination.
- Roof curbs and roof penetration flashing coordination for mechanical and plumbing penetrations.
- Weatherproofing around doors, glass block, metal panels, and masonry transitions.

08 00 00 — Openings

Provide hollow metal doors, hollow metal frames, door hardware, glazing/glass block opening coordination, thresholds, weatherstripping, closers, locksets, and related accessories. The door schedule identifies four hollow metal openings: R101A, R102A, R103A, and R104A, with associated hardware sets.

Included:

- Hollow metal doors and frames.
- Single and pair door assemblies.
- Hardware sets including hinges/butts, closers, push-pull plates, thresholds, weatherstripping, wall stops, deadbolts, storeroom locksets, flush bolts, and lever locksets.
- Grout-filled hollow metal frames where required.
- Door protection, adjustment, and final operation.
- Coordination with masonry openings, brick jamb details, and accessibility clearances.

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09 00 00 — Finishes

Provide interior and exterior finishes shown on the architectural documents. The finish schedule identifies sealed concrete floors throughout, epoxy paint in Men's and Women's rooms, latex paint in Storage, exposed structure with clear finish in restroom/chase areas, and painted gypsum board ceiling in Storage.

Included:

- Sealed concrete floors.
- Epoxy paint at Men's and Women's restroom wall surfaces.
- Latex paint at Storage room walls.
- Painted gypsum board ceiling at Storage.
- Clear finish at exposed structure where indicated.
- Gypsum board assemblies, exterior gypsum sheathing, taping, finishing, and painting as required.
- Painting of exposed structure, piping, conduit, ductwork, and miscellaneous exposed items where required by the documents.
- Sealants and finish caulking.

10 00 00 — Specialties

Provide restroom accessories, toilet partitions, signage coordination, fire extinguisher, and miscellaneous specialty items. Architectural sheet A-201 lists toilet accessories including toilet tissue dispensers, grab bars, mirrors, electric hand dryers, baby changing station, partition doors, and the fire extinguisher keynote.

Included:

- Wall-mounted double jumbo roll toilet tissue dispensers.
- Stainless steel grab bars, including ADA back, side, and vertical bars.
- Frameless mirrors.
- Electric hand dryers.
- Baby changing station.
- Toilet partition doors and partition accessories.
- Fire extinguisher and cabinet/bracket as shown.
- Room signage and accessibility signage where required by code and drawings.
- Coordination of backing, blocking, anchorage, and mounting heights.

21 00 00 — Fire Suppression

No automatic sprinkler system is included. The code analysis states that an automatic fire sprinkler system is not required.

Included:

- Coordination of penetrations and firestopping where applicable.
- Portable fire extinguisher under Division 10.

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22 00 00 — Plumbing

Provide complete plumbing systems for the restroom pavilion as shown on P-series drawings. The plumbing fixture schedule includes ADA wall-hung lavatories, wall-hung water closets, urinals, and a dual-height ADA water cooler. The water heater schedule identifies WH-2 as an A.O. Smith DEN-30, 30-gallon, 6.0 kW, 208V, 3-phase electric storage water heater with ASSE 1017 mixing valve.

Included:

- Domestic cold water, hot water, and hot water return piping.
- Sanitary sewer and vent piping.
- Below-grade and above-grade plumbing rough-in.
- Floor drains, wall cleanouts, cleanouts to grade, and two-way cleanouts.
- Wall-hung water closets, ADA water closets, urinals, lavatories, and dual-height ADA water cooler.
- Electric water heater, mixing valves, recirculation pump, expansion tank, backflow preventer, hose bibbs/wall hydrants, valves, water hammer arrestors, and related specialties.
- Pipe insulation and exposed trap/supply protection.
- Vent-through-roof piping and flashing coordination.
- Plumbing testing, disinfection, flushing, and inspections.
- Coordination with civil utility connection points and existing utilities.
- Winterization valves where shown.

23 00 00 — Heating, Ventilating, and Air Conditioning

Provide complete HVAC and ventilation systems for the restroom pavilion. Mechanical drawings show EUH-1, EUH-6, EUH-10, EF-9, restroom exhaust ductwork, louvers, motorized dampers, and exhaust fan roof cap/in-line fan details. The mechanical schedule identifies EF-9 as a Greenheck CSP-A1300 inline cabinet fan at 700 CFM, and unit heater schedules include Broan and Dayton electric unit heaters.

Included:

- Restroom exhaust ductwork, grilles, louvers, roof cap, roof curb, and backdraft dampers.
- Inline cabinet exhaust fan EF-9.
- Motorized dampers interlocked with exhaust fan operation.
- Electric unit heaters EUH-1, EUH-6, and EUH-10.
- Thermostats, control wiring, fan switches, and control coordination.
- Duct insulation, acoustic lining, flexible connections, vibration isolation, and access panels.
- Roof penetration coordination.
- Air balancing and operational testing.

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26 00 00 — Electrical

Provide complete electrical power, lighting, grounding, raceway, panels, feeders, branch circuits, devices, equipment connections, and electrical testing. The electrical plan notes require EUH power from the wall, concealed conduit in walls, exhaust fans circuited with lights unless otherwise shown, and coordination with mechanical fan controls. The electrical riser identifies Panels H1 and L2, transformer T2, grounding, SPD, and feeder keynotes

Included:

- Service/feeders, panelboards, transformer, grounding, surge protection, and riser work as shown.
- Panel H1, Panel L2, transformer T2, grounding electrode system, and feeder conductors/conduits per electrical riser.
- Interior lighting.
- Exterior lighting and wall packs.
- Emergency/battery lighting where scheduled.
- Receptacles, GFI/WP/WR devices, switches, occupancy sensors, junction boxes, and cover plates.
- Power connections to electric unit heaters, exhaust fan, motorized dampers, hand dryers, electric water cooler, water heater, recirculation pump, and other equipment.
- Concealed conduit in walls as required.
- Underground/site power and lighting circuits where shown.
- Electrical permits, inspections, testing, labeling, and panel directory completion, if assigned by contract.

27 00 00 — Communications

Communications systems are not a major shown scope for this restroom pavilion.

Included only where shown:

- Empty raceways, boxes, or rough-ins specifically identified in the electrical documents.
- Coordination of any telecommunications pathways that are shown.

28 00 00 — Electronic Safety and Security

Automatic fire alarm is noted as not required in the code analysis.

Included only where shown:

- Emergency lighting and egress-related electrical devices under Division 26.
- Coordination with mechanical smoke/fire damper requirements only if later required by code or addendum.

31 00 00 — Earthwork

Provide earthwork required for the restroom pavilion, foundations, slab, underground plumbing, underground electrical, and utility installation.

Included:

- Excavation for footings, slab, utility trenches, and MEP work.
- Backfill and compaction.
- Subgrade preparation.
- Coordination with geotechnical requirements.
- Dewatering during construction as required.
- Disposal of excess spoils unless otherwise directed.
- Protection of excavations and adjacent improvements.
- Final rough grading of disturbed areas.

32 00 00 — Exterior Improvements

Provide exterior improvements shown or required immediately around the pavilion.

Included:

- Concrete infill, paving tie-ins, and slab/sidewalk patching shown at the restroom pavilion.
- Restoration of disturbed walks, paving, turf, and adjacent surfaces caused by the work.
- Site cleanup and protection of public pedestrian routes.
- Coordination with architectural site plan and civil water service plan.

33 00 00 — Utilities

Provide site utility coordination and utility work required for the restroom pavilion. The sheet index includes C-101 Water Service Line Plan and P-100/P-104 plumbing plans for site and restroom pavilion plumbing work.

Included:

- Domestic water service line work shown on the civil water service plan.
- Connection of water service to building plumbing.
- Sanitary sewer piping from the building to connection points as shown on plumbing drawings.
- Cleanouts and utility accessories.
- Coordination of utility locations, tie-ins, and invert elevations.
- Trenching, bedding, backfill, testing, flushing, and disinfection as applicable.

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Crafton Tull - Phillips Park Restroom Pavilion

General Inclusions

SWX Construction includes:

- Labor, materials, supervision, equipment, and tools required for the work.
- Coordination between all trades.
- Field verification of dimensions and existing conditions.
- Shop drawings and submittals required by the construction documents.
- Delivery, unloading, storage, and protection of materials.
- Hoisting and installation.
- Temporary bracing and shoring required for SWX Construction's means and methods.
- Cutting, patching, sleeves, blocking, and penetrations required for the work.
- Final cleaning of work areas.
- Testing and inspection coordination.
- Close out documents, warranties, O&M manuals, and record drawings as required.

General Exclusions and Clarifications

The following are excluded unless specifically included by the final contract:

- Special inspections are assumed to be provided by the Owner's testing agency unless otherwise required by the contract. Steelworks will coordinate access, notifications, and correction of deficient work.
- Bonding, builder's risk insurance, and permit fees, unless required to be carried by SWX Construction.
- Utility company tap fees, meter fees, impact fees, and service charges.
- Hazardous material abatement.
- Rock excavation, unsuitable soil removal, or contaminated soil handling.
- Offsite improvements not shown.
- Design fees, engineering fees, or delegated design except where specifically required for shop drawings or engineered connections.
- Fire sprinkler system.
- Fire alarm system.
- Security, CCTV, access control, and communications cabling.
- Loose furniture, owner equipment, appliances, and concession equipment.
- Landscaping and irrigation beyond restoration of disturbed areas.
- Work not shown in the issued construction documents or later addenda.
- Owner financing costs.
- Utility company impact fees or tap fees unless specifically assigned to SWX Construction.
- Design services other than delegated engineering specifically required by the documents.
- Hazardous material abatement.
- Major demolition not shown.
- Remediation of unsuitable soils beyond the geotechnical recommendations or contract requirements.
- Owner-provided equipment is excluded unless expressly stated otherwise.
- Final connections to any Owner-furnished equipment are included only where shown or required by plumbing, mechanical, or electrical drawings.
- Loose furniture.

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- Benches, tables, lockers, or movable furnishings.
- Window treatments.
- Lightning protection is not included unless specifically shown in the final issued documents.
- Prefabricated structures are not included unless later added by addendum.
- Special inspection coordination is included; testing agency costs are excluded unless assigned to SWX Construction.
- Fire sprinkler system.
- Fire pump.
- Fire suppression piping.
- Sprinkler monitoring.
- Data cabling.
- Fiber optic cabling.
- Active network equipment.
- Security camera data cabling.
- Owner IT equipment.
- Fire alarm control panel.
- Fire alarm devices.
- Security system.
- Access control.
- CCTV.
- Intrusion detection.
- Unsuitable soils, rock excavation, contaminated soils, or import/export beyond the contract requirements are excluded unless specifically directed and compensated
- New athletic fields.
- Full parking lot construction.
- Landscaping and irrigation outside disturbed restoration.
- Site furnishings not specifically shown.
- Fencing, gates, or signage beyond construction protection and code-required restroom signage.
- Rail transportation.
- Marine work.
- Waterway construction.
- Process piping.
- Process equipment.
- Industrial process systems.

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Crafton Tull - Phillips Park Restroom Pavilion

Total Contract Price - \$539,686.37

SWX Construction is pleased to submit this Proposal/Agreement for the above-mentioned project. This proposal is valid for 15 days. Acceptance beyond expiration may require resubmittal to reflect materials price changes. Should this proposal be acceptable, please sign, date, and return a copy to SWX via email or mail. SWX Construction appreciates the opportunity to price this project, and we are looking forward to working with you on this project.

Project lead time effective from date of receipt of Signed proposal, Formal PO and 50% down payment. Current lead times cannot be guaranteed due to nationwide supply chain and logistics complications. You will be updated if any delays outside of estimate are experienced. Thank you for your business with Steelworx Industrial Group.

Construction duration is set to be completed within 200 days with final payment set 230 days after the date when the contract times commence run. Any work not completed within the scheduled construction duration time will result in liquidated damages in the amount of \$250 a day until completed.

Please contact SWX Construction should you have any questions regarding this proposal. We look forward to working with you!

Respectfully submitted:

Aaron Campbell
aaron.campbell@steelworxig.com
479-249-7556

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Crafton Tull - Phillips Park Restroom Pavilion



AGREEMENT TERMS & CONDITIONS:

Contract Documents: this Agreement, together with the Proposal, shall constitute the Contract Documents and shall govern the rights of the parties hereto. In the event of any inconsistencies this Agreement shall control.

Scope of the Work: shall be per the Contract Documents and shall constitute the "Work". Steelworx Industrial Group shall use its best care, skill and diligence in supervising and directing the Work; and have responsibility and control over the performance of the Work, including construction methods, techniques, manner, and sequences for coordinating and completing the various portions of the Work. Owner expressly warrants that any plans, drawings, and specifications furnished by Owner are true, correct, and complete; and Steelworx Industrial Group is entitled to rely upon the adequacy, accuracy, and completeness of such documents. Steelworx Industrial Group will not be responsible for consequential damages of any type under any circumstances. Unless otherwise noted in the Proposal, Steelworx Industrial Group excludes performance and payment bonds; rock excavation; asbestos or any other hazardous material removal, disposal, or encapsulation; services of licensed professionals such as attorneys, architects, or engineers; costs for after hour work, shift work, or weekend work.

Important Notice to Owner: I understand that each person supplying material or fixtures is entitled to a lien against property if not paid in full for materials used to improve the property even though the full contract price may have been paid to the contractor. I realize that this lien can be enforced by the sale of the property if necessary. I am also aware that payment may be withheld to the contractor in the amount of the cost of any materials or labor not paid for. I know that it is advisable to, and I may, require the contractor to furnish to me a true and correct full list of all suppliers under the contract, and I may check with them to determine if all materials furnished for the property have been paid for. I may also require the contractor to present lien waivers by all suppliers, stating that they have been paid in full for supplies provided under the contract before I pay the contractor in full. If a supplier has not been paid, I may pay the supplier and contractor with a check made payable to them jointly.

Payment Terms: Owner agrees to pay Steelworx Industrial Group for the performance of the Work, subject to modification by written change orders signed by both parties. Payments shall have no retainage withheld on invoices submitted by Steelworx Industrial Group with payments due in full no later than 30 days from the invoice date. Payments due and unpaid invoices shall bear interest at the maximum lawful rate. Some invoices may be submitted for less than the full and final contracted amount and based on work progress. Final payment shall be due in full, when the Work is completed, and final invoice is submitted.

Insurance: Steelworx Industrial Group shall maintain insurance for Workers' Compensation, Employer's Liability, Comprehensive Automobile Liability, Comprehensive or Commercial General Liability on an occurrence basis.

Government Funded work: Client acknowledges that it is the responsibility of the Client to notify Steelworx if this project is funded by federal or state funding prior to Steelworx pricing the project and beginning work. In the event Client fails to so notify Steelworx, Client shall indemnify and hold harmless Steelworx from any costs, fees, expenses, or damages brought by any governmental agency or third party for failure to comply with any law or regulation governing the terms and conditions of the work."

Disputes: if a dispute arises out of or relates to this Agreement, or the breach thereof, the parties shall attempt to settle the dispute first through direct discussions, then by mediation before recourse to arbitration (unless parties mutually agree otherwise, mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association). Disputes shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The location of the arbitration shall be the location of the Project or Steelworx Industrial Group office at Steelworx Industrial Groups' discretion.

Termination: Owner and Steelworx Industrial Group may terminate this Agreement only in the event of a material breach and only after providing written notice by letter delivered to the address stated herein and only after more than ten days has elapsed after such written notice without attempts to cure the default.

Exclusion of Warranties: Steelworx Industrial Group makes no warranties, either express or implied. The implied warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE are hereby disclaimed.

Miscellaneous: this Agreement is severable, and any part deemed unenforceable shall not render the remaining parts unenforceable. All covenants of the Agreement shall be subject to all federal and state laws, executive orders, rules, or regulations, and this Agreement shall not be terminated, in whole or in part, nor the parties held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of any such law, order, rule, or regulation or acts of God. All implied covenants are waived. This Agreement is intended to be the final expression of the parties, and there are no other written or oral agreements relating to the subject thereof. This Agreement may only be amended by a further written agreement signed by both parties. This Proposal/Agreement, when signed by both parties, constitutes the entire agreement and contract between the parties for the performance of the Work described in this Proposal. Faxes and emails of signed Proposal/Agreements are acceptable.

The Undersigned hereby accepts Steelworx's bid and authorizes it to carry out the work on the terms and specifications set out herein.

Authorized Acceptance:

Date: _____ PO #: _____

Authorized By (Print Name): _____

Signature: _____

***Signature acknowledges acceptance of all applicable terms and conditions attached.**

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Crafton Tull - Phillips Park Restroom Pavilion

NON-COLLUSION AFFIDAVIT



NON-COLLUSION AFFIDAVIT

BID INVALID IF THIS AFFIDAVIT IS NOT SIGNED AND NOTARIZED AND SUBMITTED WITH THE BID

State of ARKANSAS

County of WASHINGTON

I MLAKAR, PAUL F JR (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1. They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;
2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;
3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;
 - b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;
 - d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative)

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): CHIEF OPERATIONS OFFICER

To be completed by Notary (include Seal):

Subscribed and sworn to before me on _____ day of July, 2028

My commission expires: 12-12-2030



BID BOND



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Steelworx Industrial Group, LLC
1860 E Pump Station Road
Fayetteville, AR 72701

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main St. Suite 800
Kansas City, MO 64105-2478

a corporation duly organized under the laws of the State of **Missouri**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Bentonville
305 SW A Street
Bentonville, AR 72712

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**

Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Phillips Park Restroom Pavilion**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **2nd** day of **July** **2026**

(Witness)

Steelworx Industrial Group, LLC

(Seal)

(Title)

CHIEF OPERATIONS OFFICER

Swiss Re Corporate Solutions America Insurance Corporation



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

LISA A. McCCLURE, MARTY C. CLARK, MARY ANN JUSTICE, SCOTT R. CLARK,

SUZANNE ELIZABETH NIEDZWIEDZ, SHANNON G. SCHMIDLY, ELIZABETH A. SOLOMAN,

PAXTON C. CLARK, JOSHUA D. TRITT, SHANNON C. SCHMIDLY AND JACOB NOLTE JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



[Redacted Signature] SRCSAIC
[Redacted Signature] SRCSPIC
By [Redacted Signature] IC



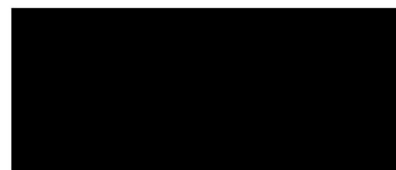
IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 26th day of January, 2026, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of July, 2026.

[Redacted Signature]
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC & SRCSPIC

QUALIFICATION STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Steelwork Industrial Group, LLC	
Corporate Office			
Name:	Aaton Campbell	Phone number:	479-419-4558
Title:	Asst. Project Mgr.	Email address:	aaton.campbell@steelworkig.com
Business address of corporate office:		1860 E. Pump Station Rd. Fayetteville AR 72701	
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Business License Commercial		
Licensing Agency:	City of Fayetteville		
License No:	BLC-000458-2021	Expiration Date:	10/31/26
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—SURETY INFORMATION

3.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Corporate Solutions America Insurance Corporation		
Surety is a corporation organized and existing under the laws of the state of:		Missouri	
Is surety authorized to provide surety bonds in the Project location?		☒ Yes ☐ No	

Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☒ Yes ☐ No			
Mailing Address (principal place of business):		PO Box 3529	
		Ft. Smith AR 72913	
Physical Address (principal place of business):		5500 Euphr Lane	
		Ft. Smith AR 72913	
Phone (main): 479-452-4000		Phone (claims):	

ARTICLE 4—INSURANCE

- 4.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider		Type of Policy (Coverage Provided)
BHC Insurance		
Are providers licensed or authorized to issue policies in the Project location?		☐ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☐ Yes ☐ No
Mailing Address (principal place of business):		PO Box 3529
		Ft. Smith AR 72913
Physical Address (principal place of business):		5500 Euphr Lane
		Ft. Smith AR 72913
Phone (main): 479-452-4000		Phone (claims):

ARTICLE 5—CONSTRUCTION EXPERIENCE

- 5.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	150+
Estimate of revenue for the current year:	\$60,000,000
Estimate of revenue for the previous year:	\$45,000,000

- 5.02 Provide information regarding the Business's previous contracting experience.

Years of experience with projects like the proposed project: <u>6</u>	
As a general contractor:	As a joint venturer: <u>✓</u>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:	
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No	
Been released from a bid in the past 5 years? ☐ Yes ☒ No	
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No	
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No	
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No	
Provide full details in a separate attachment if the response to any of these questions is Yes.	

- 5.03 List all projects currently under contract in Schedule A and provide indicated information.
- 5.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

ARTICLE 6—REQUIRED ATTACHMENTS

- 6.01 Provide the following information with the Statement of Qualifications:
- A. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: SWX Construction

By: [Redacted]

Name: Aaron Campbell
(typed or printed)

Title: Asst. Project Manager
(typed or printed)

Date: 7/2/26
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: Aaron Campbell
(typed or printed)

Title: Asst. Project Manager
(typed or printed)

Address: 1860 E. Pump Station Rd.
Fayetteville AR 72701

Phone: 479-419-4558

Email: aaron.campbell@steelworks19.com

Schedule A—Current Projects

Name of Organization	De Wafelbakkers, Inc.				
Project Owner	De Wafelbakkers, Inc.		Project Name	Plant Expansion	
General Description of Project	Overall plant expansion				
Project Cost	\$2,000,000.		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Construction Services Group		Project Name	Main & A Apartments	
General Description of Project	Utilities, sitework				
Project Cost	\$950,000		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner	Midwest Capital Investments		Project Name	Flex Space	
General Description of Project	Concrete, Utilities, Sitework				
Project Cost	\$750,000		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SWX CONSTRUCTION, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED NINETY-THREE THOUSAND SIX HUNDRED FIFTY-FIVE DOLLARS (\$593,655.00) WHICH INCLUDES A TEN PERCENT (10%) CONTINGENCY, FOR THE PHILLIPS PARK NORTH PAVILLION RESTROOMS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, SWX Construction submitted the lowest qualified bid; and

WHEREAS, no budget adjustment is needed.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with SWX Construction, for the construction of the Phillips Park North Restroom Pavilion project, in an amount not to exceed five hundred ninety-three thousand six hundred fifty-five dollars (\$593,655.00), which includes a ten percent (10%) contingency;

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, MAYOR

Malorie Marrs, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Daniel Clardy
Phone:	479-271-3130	For Department(s):	Street
Email:	daniel.clardy@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Purchase a Dump Truck and Upfit Equipment to RTC Lowell
Action Recommendation & Justification:	Resolution to purchase a New 2026 International HV507 Cab and Chassis with upfit dump body and winter weather equipment to RTC Lowell using Sourcewell Awarded Contract # 032824-NVS, Proposal Number 4388 in the amount of \$339,653.34. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This unit is a scheduled replacement under the 2026 Street Department Budget Account 203810-47410, Budget line item description "DC - (Replacement) 3810-25 - 2013 Dump Truck Upfit with Winter Weather Equipment". Approved 2026 budget is \$425,000.00.
Amount for Approval:	\$ 339,653.34

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

International Motors, LLC is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #032824-NVS awarded formerly to Navistar, Inc now International Motors, LLC for new International truck(s). If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your local International Dealer sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Bentonville	RTC LOWELL
Contact:	Tanya Moore	Nemo Lopez
Address:	1000 SW 14th St	807 S Bloomington St
City/State/Zip:	Bentonville/AR/72712	Lowell/AR/72745
Phone:	(479) 381-8400	(870) 350-2610
Email:	purchasing@bentonvillear.com	lopezzavalan@rushenterprises.com

Proposal Number	4388
Date	5/6/2026
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2026 International HV507 4x2 Chassis		\$ 170,316.00
Base Chassis List	\$ 123,176.00	
Options List	\$ 47,140.00	
Sourcewell Contract Discount	28.5%	\$ (48,540.06)
Volume Incentive		\$ -
Tariffs or Raw Materials Increase		\$ -
Net Sourcewell Chassis Price		\$ 121,775.94
Sourcewell Partner Body		
		\$ -
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
		\$ 199,810.00
		\$ -
Handling Fee	5.00%	\$ 9,990.50
Additional Post Build Work		
		\$ 1,000.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 50.00
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
		\$ 4,326.90
		\$ -
Additional Floorplan		
		\$ 1,500.00
		\$ -
Additional Fees & Taxes		
SERVICE PACK		\$ 1,200.00
		\$ -
		\$ -
Final Sourcewell Per Vehicle Price FOB Cal Trucks		\$ 339,653.34
Final Sourcewell Total Vehicle(s) Price		\$ 339,653.34
<i>Additional Sourcewell Qualified Content</i>		
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF A 2026 INTERNATIONAL HV507 CAB AND CHASSIS WITH UPFIT DUMP BODY AND WINTER WEATHER EQUIPMENT FROM RTC LOWELL USING SOURCEWELL CONTRACT IN THE AMOUNT OF THREE-HUNDRED THIRTY-NINE THOUSAND SIX-HUNDRED FIFTY-THREE DOLLARS AND THIRTY-FOUR CENTS (\$339,653.34); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to purchase a 2026 International HV507 Cab and Chassis with upfit dump body and winter weather equipment from RTC Lowell using Sourcewell Awarded Contract #032824-NVS, Proposal Number 4388 for the Steet Department.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with RTC Lowell using the Sourcewell Contract #032824-NVS, Proposal Number 4388 in the amount of Three-Hundred Thirty-Nine Thousand Six-Hundred Fifty-Three Dollars and Thirty-Four Cents (\$339,653.34).

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/11/2026	Submitted By:	Dan Weese
Phone:	479-426-2050	For Department(s):	Transportation
Email:	dan.weese@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing Acceptance of the Walton Family Foundation Grant
Action Recommendation & Justification:	A resolution authorizing acceptance of a Walton Family Foundation grant in the amount of \$700,000.00 to evaluate adaptive AI-based traffic signal technologies. A budget adjustment is needed to recognize and appropriate grant funds.
Additional Comments for Consideration (Optional):	Walton Family Foundation Grant No. 00115016 will provide \$700,000 to evaluate adaptive AI-based traffic signal technologies. Grant funding will support consultant services, technology evaluation, and development of a long-term implementation strategy.
Amount for Approval:	\$ 700,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

203810-33810	Local Grants	\$	\$ 700,000.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
203810-47315	Traffic System Signals	\$ 700,000.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

WALTON FAMILY
FOUNDATION

July 31, 2026

Stephanie Orman
City of Bentonville
305 SW A St
Bentonville, AR, 72712

RE: Grant 00115016

Dear Mayor Orman,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$700,000.00 to evaluate adaptive AI-based traffic signal technologies to identify the most effective solution for improving safety and operational efficiency for all transportation modes. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Christie Yang
Secretary and General Counsel

Grant Agreement

July 31, 2026

Grant 00115016

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$700,000.00 to City of Bentonville ("Grantee" or "City"). The project term will be July 23, 2026 to April 30, 2027. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to evaluate adaptive AI-based traffic signal technologies to identify the most effective solution for improving safety and operational efficiency for all transportation modes as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: \$700,000.00 USD**

Grant payment will be made as follows:

Amount	Requirement	Date
\$700,000.00	Signed Grant Agreement	August 2026

3. **Payable:** The initial installment of \$700,000.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Date
Progress Report	December 31, 2026
Final Report	April 30, 2027

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00115016 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. Representations: Grantee represents and warrants to the Foundation that:

- a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code" or "IRC") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
- b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation; or
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
- c. Grantee will comply with all applicable laws and regulations.
- d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. Grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. Anti-Discrimination: It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. Repayment, Rescission, and/or Termination: The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:

- a. Grantee ceases to maintain its tax-exempt status as described in Representations paragraph above;
- b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
- c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
- d. Grantee does not use funds for the purpose of this grant;
- e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
- f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
- g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
- h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00115016 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by August 14, 2026, the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Christie Yang
Secretary and General Counsel

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to evaluate adaptive AI-based traffic signal technologies to identify the most effective solution for improving safety and operational efficiency for all transportation modes.

With this grant support, the City will hire a qualified independent transportation consultant to evaluate adaptive traffic signal technologies and develop a long-term implementation strategy through 2050. The consultant will select three adaptive traffic signal technology vendors to competitively test the technologies at strategically selected intersections and conduct performance analysis to identify the solution best suited for Bentonville's transportation needs. The Transportation Director and City staff will coordinate consultant activities, facilitate stakeholder engagement, oversee vendor testing, and manage project delivery.

Performance Measures

Goal: Evaluate adaptive traffic signal technologies to identify the most effective solution for improving safety, mobility, and operational efficiency for all transportation modes in Bentonville.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City and independent traffic engineering consultant will compile complete performance datasets, technical documentation, and evaluation reports from three selected vendors and conduct a comparative assessment of adaptive traffic signal technologies.	12/31/2026	Summary of the compiled information.
Output	The City will identify an adaptive traffic signal technology that demonstrates accurate detection and response to pedestrians, bicyclists, transit vehicles, and motor vehicles, with the preferred technology achieving at least 95% multimodal detection accuracy at demonstration intersections.	12/31/2026	Independent traffic engineering consultant's analysis of vendor testing data and performance reports.
Outcome	Demonstration corridors will experience measurable improvements in multimodal corridor operations, including at least a 20% reduction in peak-period vehicle delay or congestion and a 15% improvement in public transit travel time or schedule reliability compared with baseline conditions.	12/31/2026	Independent traffic engineering consultant's analysis of before-and-after operational performance and transit data.
Output	The City's independent traffic engineering consultant will prepare a final implementation strategy that documents the comparative evaluation results, identifies the preferred adaptive traffic signal technology, prioritizes future deployment corridors, estimates implementation costs, and establishes a phased implementation approach through 2050.	03/01/2027	Copy of or link to final implementation strategy.

Outcome	The City will incorporate the adaptive traffic signal implementation strategy into its capital improvement planning, positioning Bentonville to make data-driven investments in adaptive traffic signal technology through 2050.	04/30/2027	Transportation department capital improvement plan.
---------	--	------------	---

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2026 BUDGET TO ACCEPT A WALTON FAMILY FOUNDATION GRANT IN THE AMOUNT OF SEVEN-HUNDRED THOUSAND DOLLARS (\$700,000.00) TO EVALUATE ADAPTIVE AI-BASED TRAFFIC SIGNAL TECHNOLOGIES; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to accept said grant.

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 recognize Seven-Hundred Thousand Dollars (\$700,000.00) into Account #203810-33810 Local Grants. Said amount is then appropriated into Account #203810-47315 Traffic System Signals.

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

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

PASSED and APPROVED this _____ day of _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/14/2026	Submitted By:	Catherine Piasecki
Phone:	479-254-2084	For Department(s):	Airport
Email:	catherine.piasecki@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving an Amendment to the Airport Mowing Contract
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an amended agreement with Luttrell Enterprises for additional airport finish mowing services, increasing the contract price by \$362.65 per mowing cycle. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The original mowing contract was bid prior to the completion of the Neighborhood One hangar development. Grass is now growing around the new hangars. Luttrell Enterprises already has equipment staged at the Airport and is familiar with the new area to be mowed. Funding for additional mowing charges will come from the Airport's Building and Maintenance account. This increases weekly service by \$362.65, for a total weekly cost of \$725.30.
Amount for Approval:	\$ 362.65 per mowing cycle

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

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CITY OF BENTONVILLE, ARKANSAS

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City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO AGREEMENT

AMENDMENT TO AGREEMENT

AGREEMENT FOR: IFB-25-18

This Amendment ("Amendment"), dated this 30 day of July, 2026, is entered into by and between the City of Bentonville, Arkansas ("City") and Luttrell Enterprises ("Contractor"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into an Agreement for \$ 5,326.91, awarded pursuant to **IFB No. 25-18**, dated April 18, 2025 (the "Agreement").

WHEREAS, the City has determined that additional work, related to the original scope of the Agreement, is necessary and in the best interest of the City.

WHEREAS, the Contractor has agreed to perform the additional work under the same terms and conditions of the Agreement, except as specifically amended herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose of Amendment

This Amendment is issued to authorize additional work that is within the general scope of the original Agreement and to modify the Agreement as described below.

2. Amendments to the Agreement

a. The Contractor shall perform the additional work described in **Exhibit A**, attached hereto and incorporated herein by reference.

b. The total contract amount shall be increased by \$ 362.65 per cycle, changing the total contract value from \$ 5,326.91 per cycle to \$ 5,689.56 per cycle.

3. No Other Changes

Except as expressly modified by this Amendment, all other terms, conditions, specifications, and provisions of the original Agreement shall remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the original Agreement or any previous amendment, the terms of this Amendment shall control.

1. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

Luttrell Enterprises
Company Name

BY: _____

Name (printed): Stephanie Orman, Mayor

BY: _____

Name(printed): _____

Title: _____

EXHIBIT A

CONTRACTORS AMENDED BID SUBMISSION TO IFB-25-18

LUTTRELL ENTERPRISES

LANDSCAPING AND MAINTENANCE

6960 W WEDINGTON DR
 FAYETTEVILLE, AR 72704
 479-841-0143

Estimate

Date	Estimate #
6/30/2026	443

Name / Address
THE CITY OF BENTONVILLE 305 SW A STREET BENTONVILLE, AR 72712

		Terms	Project
Item	Description	Cost	
DESCRIPTION	MOWING AND WEEDEATING AROUND THE NEW HANGERS ON THE WEST SIDE. NOT INCLUDING THE FRONT OF THE NEW HANGERS FROM THE BUILDING TO THE ROAD. THIS INCLUDES TAX. [THIS WILL BE CONSIDERED AS FINISH AREA THAT WILL BE MOWED WEEKLY	136.88	
DESCRIPTION	THE AREA BETWEEN THE NEW HANGERS AND THE TAXI WAY ON THE WEST SIDE. THIS INCLUDES TAX. [THIS WILL BE CONSIDERED AS ROUGH AREA THAT WILL BE CUT EVERY TWO WEEKS]	27.38	
DESCRIPTION	THE TAXI WAY ON THE EAST SIDE THAT WAS ADDED ON LAST YEAR WE'LL BE ADDED ON TO THE CONTRACT WITH NO CHARGE.	0.00	
		Subtotal	\$164.26
		Sales Tax (9.5%)	\$0.00
		Total	\$164.26

Signature _____

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

City Hall
318 SW A Street
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SERVICE CONTRACT: IFB-25-18 AIRPORT MOWING SERVICES

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Luttrell Enterprises, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Bid Submission (attached hereto as **Exhibit A**) to the City's Formal Invitation for Bid-25-18-Airport Mowing Services (attached hereto as **Exhibit B**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be Bobby Luttrell. The primary contact for the City shall be the City of Bentonville Airport Department , or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year term, for 2025 services, and shall be renewable annually upon mutual written agreement via Amendment for a total maximum term of three (3) years, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Any changes to the Term of this Contract or to the Services Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

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Purchasing and Compliance Department
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CITY OF BENTONVILLE, ARKANSAS

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b. Change Orders and Amendments. Any changes to the Scope of Work shall be handled via Change Order or Amendment to this Contract, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the City. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The City shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Owner (City) Contingency Funds shall not be used unless pre-approved by City in writing, and in accordance with the Change Orders Section of this Contract.

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the per cycle cost as defined in the Bid Tabulation (attached hereto as **Exhibit C**) of this Contract for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibits attached hereto. Fees and contingencies shall be as follows:

a. Total Fee per cycle : \$5,326.91 (five thousand three hundred twenty-six dollars and ninety-one cents per cycle).

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b. Owner's Contingency: Not applicable.

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and, in the Exhibits, attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact. All invoices submitted pertaining to work performed or items delivered for this Contract must include IFB-25-18

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

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9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract, except for those originally submitted in their Bid Submission (**EXHIBIT A**), without first obtaining the written approval of the City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Contractor from any obligation under this Contract. Any person or firm proposed for subcontracting services under this Contract will maintain throughout the duration of the Contract, insurance as provided in **Exhibit B**.

12. INSURANCE. Contractor will maintain, throughout the duration of this Contract and any subsequent renewal year, insurance as set forth in **Exhibit B**, which includes Workers' Compensation insurance, as required by Arkansas Statute, for all Contractor's employees or independently contracted workers. In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance, as set forth in **Exhibit B** will result in the direct breach of this Contract and subsequent termination

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Bentonville, AR 72712



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13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibits attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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1000 SW 14th Street
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17. ENTIRE CONTRACT. This Contract, including all documents and Exhibits included by reference herein, constitutes the entire Contract between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Contract may not be modified or amended except in writing mutually agreed upon and accepted by both Parties to this Contract.

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract be in the Benton County Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference first to the terms and conditions of this Contract and then to **Exhibit B**.

[Signature Page Follows]

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712



CITY OF BENTONVILLE, ARKANSAS

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SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
April 18, 2025 | 5:14 PM CDT _____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): Bobby Luttrell

Title: Owner

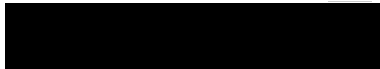
Luttrell Enterprises

Address: 1960 W. Worthington Dr
Bentonville AR 72704

Date: 4/15/25

 CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT						
FORMAL SEALED BID TABULATION						
Date of Bid Opening:	3/6/25		Time of Bid Opening:	1:30 PM		IFB-25-18
Solicitation Title: Airport Mowing Services						
Bidders:				Luttrell Enterprises	Brightview Landscaping Services, LLC	DMC Landscaping
Line Item	Quantity	Unit of Measure	Description	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**
1	61.04	Approximate Acres	Brush Hog Services	\$3,005.78	\$13,721.39	<i>*DMC Landscaping's Bid Submission was rejected during bid evaluation.*</i>
2	20.84	Approximate Acres	Rough Mow Services (Includes West Side Hangars)	\$1,883.41	\$889.99	
3	1.53	Approximate Acres	Finish Mow Services (West Side & East Side Hangars)	\$284.70	\$240.74	
4	83.41	Approximate Acres	Litter Removal	\$70.89	\$532.77	
5	13,400.00	Linear Foot	Edging	\$82.13	\$67.71	
Total Bid Price				\$5,326.91	\$15,452.60	
purchasing@bentonvillear.com - (479) 271-3115						
TABULATION VERIFICATION						


 Meghan Dillard
 Purchasing and Compliance Specialist


 Kelsi Frederick
 Purchasing and Compliance Manager

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH LUTTRELL ENTERPRISES, FOR ADDITIONAL AIRPORT FINISH MOWING SERVICES, IN THE ADDITIONAL AMOUNT OF THREE HUNDRED SIXTY-TWO DOLLARS AND SIXTY-FIVE CENTS (\$362.65) PER MOWING CYCLE; AND FOR OTHER PURPOSES.

WHEREAS, Luttrell Enterprises already has equipment staged at the Airport and is familiar with the new area to be mowed;

WHEREAS, the original mowing contract was bid prior to the completion of the new neighborhood one hangar development; and

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Luttrell Enterprises for additional airport finish mowing services at the Bentonville Municipal Airport, in the additional amount of three hundred sixty-two dollars and sixty-five cents (\$362.65) per mowing cycle;

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:	8/11/2026	Submitted By:	Donnie Schmidt
Phone:	(479) 271-3140	For Department(s):	Water Utilities - Water
Email:	donald.schmidt@bentonville.ar.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Garver, LLC for Water System Pressure Mgmt Analysis
Action Recommendation & Justification:	Staff requests approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Garver, LLC for a Pressure Management Analysis of the City's water distribution system in the amount of \$91,881.00. Garver, LLC was selected following the City's standard selection process for the procurement of professional services in accordance with state law (SOQ-26-17). Utility Board Approved 4-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This study will evaluate current system pressures and determine whether pressure management strategies should be implemented to help reduce water loss, improve system reliability, and enhance the overall efficiency of the water distribution system.
Amount for Approval:	\$ 91,881.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Funding for this project is budgeted in GL account 503020-43410.

City of Bentonville, Arkansas

City Hall

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**Agreement
For
Professional Services
City of Bentonville, Arkansas
Project No. 2600195**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **City of Bentonville, Arkansas** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends develop a Pressure Management Study (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs.

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization Notice to Proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.



3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within forty-five (45) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within sixty (60) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. **AMENDMENTS**

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. **OWNER'S RESPONSIBILITIES**

5.1. In connection with the Project, Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in Exhibit A.

5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver 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 as further set forth in Exhibit A.



5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with the standards of practice used by members of Garver's profession practicing under similar circumstances. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver 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.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly



do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the “**Deliverables**”), shall become the property of Owner subject to the terms and conditions stated herein. Except to the extent expressly included as part of the Services under Exhibit A, Garver will not provide digital document accessibility services (e.g., ADA-compliant Deliverables, 508-compliant Deliverables, WCAG-complaint Deliverables, etc.).

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files (“**Electronic Media**”), are tools used solely for the preparation of the Deliverables. Upon Owner’s written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner’s software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, Owner shall release Garver, Garver’s subconsultants, and their Personnel from liabilities arising out of changes or modifications to the Electronic Media form in Owner’s possession or released to others by Owner. Garver’s sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse (“**Intellectual Property**”), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.



6.2.5. **THIRD-PARTY CLAIMS FOR INFRINGEMENT.** Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. Exclusions. Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. **THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.**

6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to



underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design with Construction Phase Services.

6.5.1. Construction Phase Services are to be addressed via Amendment to this Agreement.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes. Nothing in this Agreement shall prevent the Owner from complying with the Arkansas Freedom of Information Act.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS



- 8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).
- 8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

- 9.1. Indemnification. Not used.
- 9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:
- 9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.
- 9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.
- 9.2.3. Limitation. In recognition of the relative risk and benefits of the Project to both the Owner and Garver, the risks having allocated such that Owner agrees to the fullest extent permitted by law, to limit the liability of Garver and its subconsultants to the Owner and all construction contracts and subcontracts on the Project for any all claims, losses, cost, damages of any nature whatsoever or claims for expenses from any causes or causes, so that the total aggregate liability of Garver and its subconsultant to all those named shall not exceed the proceeds of Garver's insurance amounts provided in Exhibit C of this Agreement.
- 9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.
- 9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

- 10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:



10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to three percent (3%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.



- 12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.
- 12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.
- 12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.
- 12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.
- 12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.



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

City of Bentonville, Arkansas

Garver, LL

By: _____
Signature

By: _____
Signature

Name: Stephanie Orman
Printed Name

Name: Jerry T. Martin, PE
Printed Name

Title: Mayor

Title: Arkansas Water Lead

Date: _____

Date: 6/10/2026

Attest: _____

Attest: _____



EXHIBIT A (SCOPE OF SERVICES)

BACKGROUND

The scope of services includes professional services necessary for development of a Pressure Management Study (Study) for the City of Bentonville, Arkansas (Owner). The Pressure Management Study will include an evaluation of pressure management strategies and distinct pressure managed areas (PMAs) for long-term water loss control within the Owner's water service area. The PMAs will also be evaluated as potential permanent district metered areas (DMAs) for tracking flows into each zone and allowing for identification of trends in water loss and real-time monitoring of main breaks. The PMAs will be developed with consideration of both existing conditions and future improvements as described in the 2024 Water Master Plan (WMP) Update.

ASSUMPTIONS

In developing the scope of work and associated level of effort discussed in this scope of services, Garver has made the assumptions outlined below:

1. Garver will use the Owner's existing WaterGEMS model developed as part of the 2024 WMP Update for this project. Garver will update the hydraulic model piping only as needed to support the Pressure Management Study. Additional hydraulic model updates to reflect existing conditions, field data collection, and calibration of the Owner's existing model are excluded from this scope of services.
2. Garver will rely on the existing hydraulic model and Owner-provided water loss data, including temporary DMA flow measurements, for the initial pressure management area delineations. Any additional flow and pressure data collected during the project is anticipated to be collected by the Owner.

SCOPE OF WORK

The Pressure Management Study is to be comprised of the following tasks:

1. Task 1 – Project Management
2. Task 2 – Data Collection and Model Update
3. Task 3 – Pressure Managed Area (PMA) Delineation
4. Task 4 – PMA Hydraulic Modeling
5. Task 5 – PMA Initial Benefit-Cost Analysis
6. Task 6 – PMA Implementation Plan
7. Task 7 – Pressure Management Study Technical Memorandum

Tasks are described in detail in the following sections.

TASK 1 – PROJECT MANAGEMENT

Garver will complete the following project management tasks:

1. Garver will prepare a Project Management Plan (PMP) and Quality Control Plan (QCP) in compliance with Garver project execution standards. These plans will be available to share with the Owner upon request.



2. Garver will attend one hybrid (in-person and virtual) kick-off meeting, with up to three (3) Garver staff, to confirm project objectives, communication protocols, schedule milestones, deliverables, and administrative requirements.
3. Garver will facilitate up to six (6) progress meetings with the Owner to allow for regular coordination, project status updates, and Owner feedback. It is anticipated that these meetings will be hybrid (in-person and/or virtual) and will be no more than one hour in duration. Up to three (3) Garver staff will regularly attend progress meetings.
4. Garver will prepare and provide up to six (6) monthly progress/status reports to the Owner with an updated schedule sufficient to support monthly billings. Monthly status reports will be submitted with monthly invoices.

TASK 2 – DATA COLLECTION AND MODEL UPDATE

Garver will coordinate with the Owner to obtain the necessary information to execute the project and update the model network. Garver will complete the following tasks related to data collection:

1. Data Request: Garver will request the information required to develop the Pressure Management Study. The initial data request to the Owner will include but not be limited to:
 - a. Water loss data and mitigation reporting, including any data from temporary district metered areas (DMAs).
 - b. Daily wholesale water purchase records for January 2023 through March 2026.
 - c. GIS data representing the City's most recent Future Land Use Map.
 - d. Most recent GIS data for the Owner's water distribution system.
 - e. Updated GIS data for parcels and zoning within the water service area.
 - f. Relevant reports and studies regarding water loss in the BWU distribution system.
2. Once the initial data is received, Garver will review the data, identify data gaps, and propose assumptions for the Pressure Management Study.
3. Model Network Update: Using the Owner's existing WaterGEMS model and the latest GIS files of the system provided by the Owner, Garver will update the existing hydraulic model network to represent current GIS data. Size and material will be added to new model pipes.
4. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 3 – PRESSURE MANAGED AREA (PMA) DELINEATION

Garver will identify potential pressure managed areas (PMAs) based on a variety of factors, including existing pressures, pipe configuration, number of connections, etc. Garver will complete the following items related to this task.

1. Garver will identify up to eight (8) PMAs that could be reasonably isolated from the existing distribution system to manage pressures and/or function as district metered areas (DMAs).



PMAAs will focus on areas outside of the Core growth area with existing pressures predominantly above 80 psi. PMAAs will be evaluated based on the following planning criteria:

- a. Two supply points for metering flows and/or regulating pressure.
 - b. Number of connections (existing and buildout) – DMAAs typically function better when they have less than 3,000 connections.
 - c. Pipe and service connection length, material, and age.
 - d. Main break and leak history.
 - e. Demands and seasonal/diurnal variations as predicted by the hydraulic model.
 - f. Existing/future pressure ranges without pressure management as predicted by the hydraulic model.
 - g. Estimated water loss without pressure management based on the number of connections.
2. For each PMA, Garver will determine the anticipated pressure reduction that would provide service pressures within a target range as identified by the Owner. The anticipated pressure reduction will also take into account delivery pressures specified in the Owner's wholesale customer agreements.
 3. For each PMA, Garver will calculate the potential reduction in leakage and real loss volume (physical losses). The calculations will be conducted using the best-practice methodology described in the Loss Component Analysis Tool developed by the Water Research Foundation. Real loss volume calculations will incorporate the N1 equation, applying the pressure-leakage relationship with the N1 exponent adapted to reflect the pipe material composition of the Owner's system.
 4. Garver will review the proposed PMAAs with Owner staff at a progress meeting.
 5. Garver will provide QA/QC according to the PMP.

TASK 4 – PMA HYDRAULIC MODELING

Garver will incorporate the PMAAs into the Owner's hydraulic model to identify the improvements required for pressure management to maintain customer pressures and fire flow within the desired range. Specifically, Garver will accomplish the following items:

1. Incorporate closed valve boundaries and pressure management valves in the model to achieve the proposed pressure reductions.
2. Determine potential PMA meter sizing and sizing/control methods for pressure management valves, which are anticipated to include fixed outlet and/or flow-based dynamic modulation.
3. Identify the location of the existing and future critical points (locations with the lowest pressures) and average zone points (AZPs) (locations near the average static water pressures) for each PMA.
4. Identify critical customers, if any, within each PMA.



5. Modify PMA boundaries, supply points, and/or valve controls as needed to maintain adequate customer service pressures and fire flow under existing average day and maximum day demand conditions.
6. Evaluate PMA performance under 20-year demands with CIP improvements as developed as part of the 2024 WMP.
7. Evaluate water age under existing and future conditions to determine whether reduced looping would be likely to negatively impact water quality.
8. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 5 – PMA INITIAL BENEFIT-COST ANALYSIS

Garver will develop an initial benefit-cost analysis to determine which PMAs would be cost-effective if implemented. Specifically, Garver will accomplish the following items:

1. Garver will develop conceptual construction costs to implement each PMA/DMA. Each of these conceptual cost estimates will be a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -50% to 100% of the estimated values.
2. For each PMA, Garver will evaluate the associated value of the real loss volume saved over the 20-year planning period, as evaluated in Task 4 using 20-year demand conditions and CIP improvements from the 2024 WMP.
3. Garver will calculate the payback period for the implementation of each PMA/DMA using the methodologies presented in AWWA Design Manual M36.
4. Garver will review the initial benefit-cost analysis with Owner staff at a progress meeting.
5. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 6 – PMA IMPLEMENTATION PLAN

Garver will develop an implementation plan for PMAs with the most favorable payback periods. Specifically, Garver will accomplish the following items:

1. Garver will prepare a field data collection plan to provide the Owner direction for flow and pressure measurements that the Owner could collect in the distribution system to confirm the anticipated reduction in water loss with pressure management. Field data collection will be performed by the Owner and is anticipated to include creating temporary DMAs for each PMA and conducting pressure step tests, if practical, to quantify background leakage.
2. Garver will recalculate potential water loss reductions and adjust target pressures as needed based on the field data collected by the Owner.



3. Garver will update sizing as necessary and develop updated cost estimates for each PMA. The cost estimates will be Class 4 estimates for each PMA as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.
4. Garver will update the payback period for the implementation of each PMA/DMA using the methodologies presented in AWWA Design Manual M36 and prioritize the preferred PMAs based on implement ability and potential water loss reduction. The implementation plan is anticipated to include the selection of a favorable PMA to be developed as a pilot prior to development of additional PMAs.
5. Garver will review the implementation plan with Owner staff at a progress meeting.
6. QA/QC: Garver will provide QA/QC according to the PMP.

TASK 7 – PRESSURE MANAGEMENT STUDY TECHNICAL MEMORANDUM

Garver will document the results of all the evaluations in a final technical memorandum (TM). Specifically, Garver will complete the following items:

1. Draft Pressure Management Plan Technical Memorandum: Garver will develop a Pressure Management Plan TM that consists of an Executive Summary, an Introduction, and a section or appendix for each major task. Garver will submit the Draft Pressure Management Plan TM for review by the Owner.
2. Garver will review the Draft Pressure Management Plan TM with the Owner to discuss comments.
3. Final Pressure Management Plan Technical Memorandum: Garver will incorporate Owner comments and prepare a Final Pressure Management Plan Technical Memorandum. Garver will submit this TM to the Owner in electronic format.
4. QA/QC: Garver will provide QA/QC according to the PMP.



PROJECT MEETINGS AND PRESENTATIONS

The following meetings and presentations will be held with the Owner:

1. Project Kickoff Meeting
2. Progress Meetings – The following tasks will be reviewed during progress meetings:
 - a. Pressure Managed Area (PMA) Delineation
 - b. PMA Initial Benefit-Cost Analysis
 - c. PMA Implementation Plan
 - d. Pressure Management Study Draft Tech Memo Review

PROJECT DELIVERABLES

The following will be submitted to the Owner by Garver:

- A. Draft and Final Pressure Management Plan Technical Memorandum in digital (PDF) format.
- B. Updated hydraulic model files.
- C. Electronic files as requested.

EXTRA WORK

The following items are not included under this agreement but will be considered Extra Work:

- A. Field data collection or investigations, including pressure and flow measurements.
- B. Calibration of the Owner's existing WaterGEMS model.
- C. SCADA validation of the existing WaterGEMS model calibration.
- D. Design or construction phase services of any kind.
- E. Survey.
- F. Geotechnical Services.
- G. Rate Study or Impact Fee Analysis.
- H. Water Conservation, Drought Contingency, or Hazard Mitigation Planning.
- I. Service Line Inventory for Compliance with Lead and Copper Rule Revisions.
- J. Pump testing.
- K. Pipe and facility condition assessment and asset management.
- L. Funding and/or Financial Assistance.
- M. Water Quality Testing.
- N. Hydraulic transient/surge modeling.
- O. Computational fluid dynamics (CFD) modeling.
- P. Tank mixing analysis.
- Q. Easement and Property Acquisition.
- R. Operations Support Services, including Operations Audit/Optimization.
- S. Process sampling and/or laboratory testing.
- T. Electrical Power Usage Analysis or Profiling.
- U. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
- V. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
- W. Rework for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- X. Submittals or deliverables in addition to those listed herein.
- Y. Public meetings or workshops in addition to those listed herein.

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



SCHEDULE

The following schedule milestones are anticipated for this project. Note that the schedule provides anticipated time for providing information, reviewing submittals, and scheduling meetings. Additional time required for these elements of the project will likely result in changes to milestone dates, which will be captured in the project schedule maintained throughout the duration of the project.

PHASE / MILESTONE	ANTICIPATED CALENDAR DAYS
Project Kickoff Meeting	At least 15 days from NTP
PMA Delineation	45 days from NTP (at least 30 days from receipt of requested data)
PMA Hydraulic Modeling	75 days from NTP (at least 30 days from previous meeting)
PMA Initial Benefit-Cost Analysis	105 days from NTP (at least 30 days from previous meeting)
PMA Implementation Plan	165 days from NTP (~60 days from previous meeting or ~30 days from completion of field testing by Owner, whichever is later)
Draft Pressure Mgmt. TM	210 days from NTP (~45 days from previous meeting)
Draft Pressure Mgmt. TM Review	225 days from NTP (~15 days from TM draft)
Final Pressure Mgmt. TM	At least 30 days from receipt of Owner comments



**EXHIBIT B
(COMPENSATION SCHEDULE)**

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

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 - Project Management	\$6,799.00	LUMP SUM
Task 2 - Data Collection and Model Update	\$6,810.00	LUMP SUM
Task 3 - Pressure Managed Area (PMA) Delineation	\$14,995.00	LUMP SUM
Task 4 - PMA Hydraulic Modeling	\$17,368.00	LUMP SUM
Task 5 - PMA Initial Benefit-Cost Analysis	\$11,917.00	LUMP SUM
Task 6 - PMA Implementation Plan	\$14,423.00	LUMP SUM
Task 7 - Pressure Management Study Technical Memorandum	\$19,569.00	LUMP SUM
TOTAL FEE	\$91,881.00	LUMP SUM

The lump sum amount to be paid under this Agreement is \$91,881.00. For informational purposes, a breakdown of Garver's estimated costs is included in Exhibit B with approximate current hourly rates for each employee classification in Exhibit C.

Any unused portion of the fee, due to delays beyond Garver's control, will be increased four percent (4%) annually with the first increase effective on or about July 1, 2027.



City of Bentonville, Arkansas
BWU Pressure Management Study
Garver Hourly Rate Schedule: July 2025 - June 2026

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 141.00	RS-1	\$ 116.00
E-2	\$ 165.00	RS-2	\$ 153.00
E-3	\$ 184.00	RS-3	\$ 206.00
E-4	\$ 215.00	RS-4	\$ 298.00
E-5	\$ 262.00	RS-5	\$ 372.00
E-6	\$ 321.00	RS-6	\$ 457.00
E-7	\$ 457.00	RS-7	\$ 498.00
Planners		Environmental Specialists	
P-1	\$ 175.00	ES-1	\$ 115.00
P-2	\$ 218.00	ES-2	\$ 146.00
P-3	\$ 260.00	ES-3	\$ 187.00
P-4	\$ 304.00	ES-4	\$ 211.00
P-5	\$ 334.00	ES-5	\$ 267.00
Designers		ES-6	\$ 353.00
D-1	\$ 130.00	ES-7	\$ 432.00
D-2	\$ 145.00	ES-8	\$ 488.00
D-3	\$ 179.00	Project Controls	
D-4	\$ 209.00	PC-1	\$ 118.00
D-5	\$ 257.00	PC-2	\$ 157.00
D-6	\$ 272.00	PC-3	\$ 199.00
Technicians		PC-4	\$ 255.00
T-1	\$ 106.00	PC-5	\$ 312.00
T-2	\$ 123.00	PC-6	\$ 402.00
T-3	\$ 155.00	PC-7	\$ 492.00
T-4	\$ 195.00	Management / Administration	
Surveyors		AM-1	\$ 83.00
S-1	\$ 65.00	AM-2	\$ 104.00
S-2	\$ 86.00	AM-3	\$ 147.00
S-3	\$ 116.00	AM-4	\$ 181.00
S-4	\$ 159.00	AM-5	\$ 233.00
S-5	\$ 208.00	AM-6	\$ 288.00
S-6	\$ 237.00	AM-7	\$ 378.00
S-7	\$ 288.00	M-1	\$ 552.00
S-8	\$ 354.00		
2-Man Crew (Survey)	\$ 244.00		
3-Man Crew (Survey)	\$ 306.00		
2-Man Crew (GPS Survey)	\$ 308.00		
3-Man Crew (GPS Survey)	\$ 374.00		
Construction Observation			
C-1	\$ 122.00		
C-2	\$ 153.00		
C-3	\$ 191.00		
C-4	\$ 238.00		
C-5	\$ 294.00		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GARVER, LLC FOR WATER SYSTEM PRESSURE MANAGEMENT ANALYSIS IN THE AMOUNT OF NINETY-ONE THOUSAND EIGHT-HUNDRED EIGHTY-ONE DOLLARS (\$91,881.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Utilities is requesting a study to evaluate current system pressures and determine whether pressure management strategies should be implemented to help reduce water loss, improve system reliability, and enhance the overall efficiency of the water distribution system.

WHEREAS, Garver, LLC was selected following the City's standard selection process for the procurement of professional services in accordance with state law (SOQ-26-17).

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 Garver, LLC for water system pressure management analysis in the amount of Ninety-One Thousand Eight-Hundred Eighty-One Dollars (\$91,881.00).

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



Planned Unit Development - Laurel Canyon PUD Amendment

902, 904, 906, 908, and 1002 SE 3rd St

PC Date: 7/7/2026

Staff Report Details

Project Number	(PUD25-0002)
Applicant / Current Owner	Modus Studio/Laurel Canyon LLC
Site Area	+/- [1.66] Acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	PUD, Planned Unit Development (Amended)
Current Future Land Use Map Designation	Urban Neighborhood
Requested Future Land Use Map Designation	
Development Type / Use	Mixed-Use Multifamily Residential
Related projects	

Property Description

This PUD was originally approved by the Planning Commission on February 17th, 2026.

(<https://bentonvillear.portal.civicclerk.com/event/2065/files/report/2173>)

The project, "Laurel Canyon", is located on Southeast 3rd Street, between Southeast J Street and Southeast F Street. The applicant is seeking to amend the ground-floor layout, increase the neighborhood commercial square footage, and reduce the parking ratio. The property is fronted by SE 3rd Street to the north. Surrounding properties include zoning districts T5.1, T4.2, and PUD. The property has direct access to Southeast 3rd Street and an alley to the south as part of the Lanterns on 4th PUD.

Project Details

This amendment does not propose any changes to the list of approved uses, but the total square footage of the neighborhood commercial spaces is increasing from 1,700 square feet to 3,700 square feet. The ground-floor restaurant is increasing in size and there is a newly proposed bar on the second floor. The amendment also proposes to remove the commercial space located in the ground-floor parking garage and add ground-level residential units where the parking areas had been located.

Parking:

The overall parking ratio is proposed to drop from the approved 1.03 to 0.83 as shown on the table below.

Project Details

The justification for the proposed parking ratio is based on parking reductions found in section 50-503(h)(7) in the new Bentonville Community Code:

Car parking reductions.

The required number of car parking spaces may be reduced in several ways. These reductions can be combined when more than one applies.

State-licensed assisted living and senior independent living facilities parking requirements are reduced by fifty percent (50%).

Sites near the Northwest Arkansas Razorback Greenway or the loop trail described in the Connecting Bentonville Master Plan may reduce parking based on distance:

1/8 of a mile: Parking requirements are reduced by twenty percent (20%); and

1/4 of a mile: Parking requirements are reduced by ten percent (10%).

Sites near a premium transit stop may reduce parking based on distance:

1/8 of a mile: No parking is required;

1/4 of a mile: Parking requirements are reduced by fifty percent (50%); and

1/2 of a mile: Parking requirements are reduced by twenty-five (25%).

Parking may be reduced by up to ten percent (10%) for providing bike parking above minimum requirements at a rate of one (1) car parking space for every four (4) short term bike parking spaces or 1 car parking space for every 2 long term bike parking spaces.

Parking may be reduced by up to ten percent (10%) for the purposes of tree preservation, subject to the requirements of Sec. 50-509. Tree Preservation.

Parking requirements may be reduced when two (2) or more uses share the same parking area when: The shared parking must serve uses on the same site or in the same shared facility;

Shared parking must follow the Urban Land Institute's Shared Parking Handbook which accounts for different peak hours of use; and

A shared use contract between the two (2) properties must be in a form acceptable to the Director and Staff Attorney.

The amended PUD provides a graphic showing the 1/4 of a mile proximity to the Razorback Greenway. Additionally, the project continues to provide one secured bicycle parking spot per unit.

Parking	Approved	Proposed
Garage Compact	71	80
Garage Standard	59	21
Angled	21	21
Parallel	5	2
ADA	4	6
<i>Total</i>	<i>160</i>	<i>130</i>

On page 6 of the revised PUD, the developer proposes the following parking calculation: *Total Units: 156 at 1 parking space per unit - Less 20% reduction for the Greenway adjacency (31) =125 spaces.*

The applicant is proposing 130 parking spaces with this amendment.

Housing Mix

The original PUD was proposed to be 4 stories of housing units on top of one level of concrete podium containing parking, the entry lobby, and the neighborhood commercial space. This amendment proposes to shift some units to the concrete podium level (where the parking was) without increasing the overall

Project Details

unit count. The mix of units would change as studio units drop to 10% from 20%; 1-bedroom units would increase to 60% from 50%), and 2-bedroom units would remain at 30%.

Relationship to the Community Plan

This type of development promotes alternative transportation choices and locates residential as close as possible to jobs, supporting a goal of compact development, with less demand on the roadway network.

Public Comment

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

Analysis / Waivers

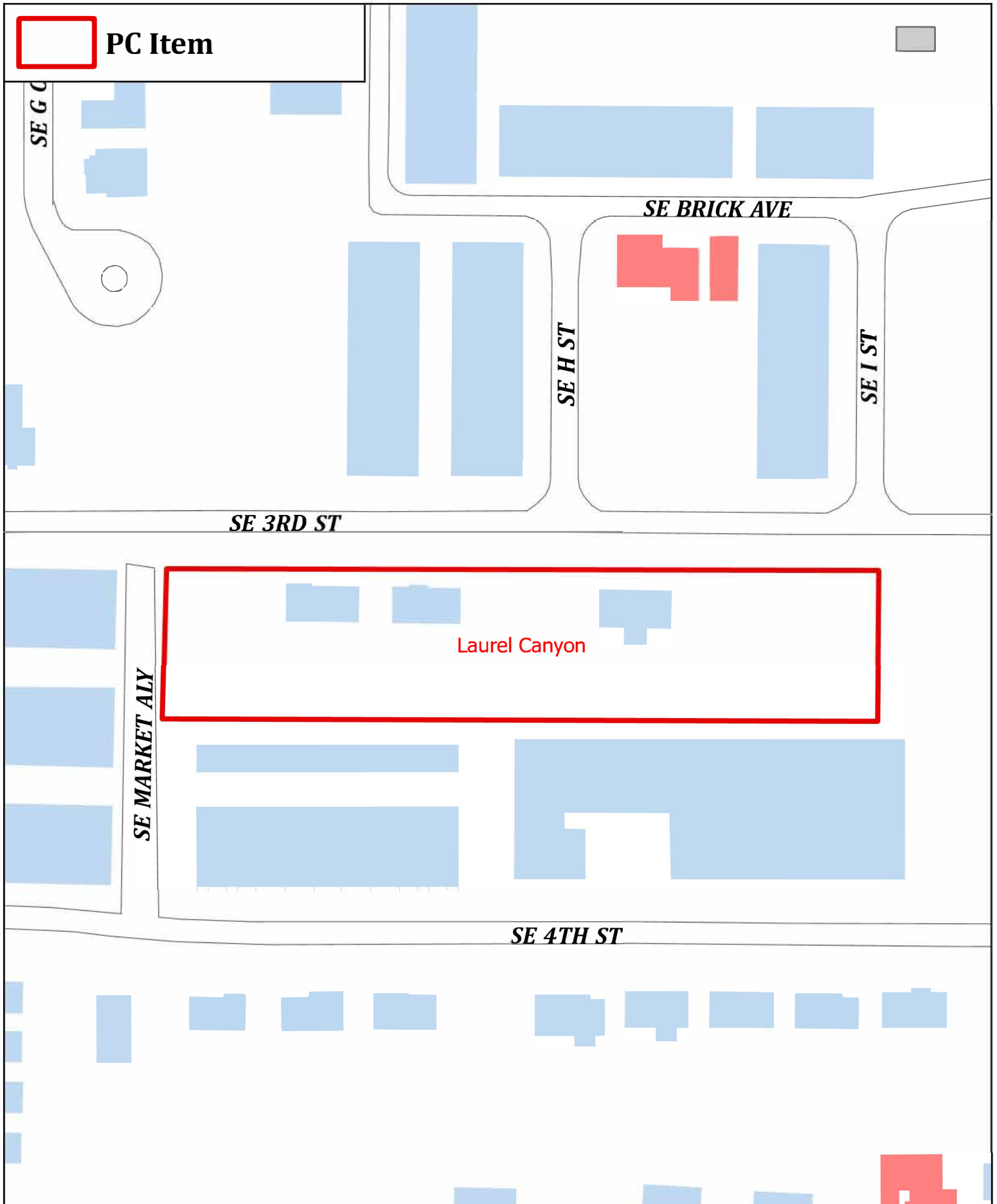
Conclusion

Planning Staff recommends approval of the amended PUD with the condition that a shared parking agreement in a form acceptable to the Director and Staff Attorney be provided to the Planning Commission at the time of large scale approval.

Additional Details



PC Item



PUD25-0002



PUD REVISION #2

JUNE 24, 2026
PUD25-0002

Developer:
Randall Hinton Development
Bill Butler bill@randallhintondev.com

Architect:
modus studio
Chris Baribeau, AIA chris@modusstudio.com
Kiara Gilmore, AIA kiara@modusstudio.com
Taylor Deason, AIA taylor@modusstudio.com

Civil Engineer + Landscape Architect:
Ecological Design Group
Brahm Driver, PE bdriver@ecologicaldg.com
Katelynn Hopkins khopkins@ecologicaldg.com



SUMMARY OF CHANGES.

- Ground level units replaced PUD approved parking spaces + neighborhood commercial space along the northern street facing facade, providing a better street experience.
- Original neighborhood commercial space increase with the addition of commercial space on the podium level.
- Original open space percentage changed from 25% to 24%
- Original unit mix was updated to include more one-bedroom units in lieu of studio units. Total unit count remains the same.
- Original parking ratio of 1.03 has been revised to 0.83 due to the addition of the ground floor street facing units. Parking reductions are based on the new Community Code. See diagram on page 6.

NARRATIVE

1 Planned Unit Development Intent.

This project seeks to address the ongoing housing crisis in Northwest Arkansas by occupying a formerly suburban, but increasingly urban infill site in a swiftly transitioning neighborhood near the new Walmart Headquarters. The Planned Unit Development approach allows stakeholders to understand the intent, qualities, and merits of the proposed project.

The PUD encompasses a 1.66 acre site that is bound by SE 3th Street along the northern edge. There has been ample transition along this corridor into appropriate housing typologies for increased density in a very walkable and bikable area of Bentonville. This will be the fourth development within this city block by Randall Hinton Development with G at Market, Downtown Haven, and Lanterns on 4th beginning constuction next year.

The amenities are burgeoning and people need quality housing to call home. This project will provide new options within the context of Bentonville and the greater Northwest Arkansas community.

2 Description of Land Uses.

This PUD includes the following mixed-use allocations:

Neighborhood Commercial.
Approximately 2,000 square feet located along SE 3rd Street and approximately 1,700 square feet located on the second floor podium level will be allocated for office, retail, food + beverage or other general commercial uses including the packaged sale of beer, light wine and/or spirits.

Housing.
Approximately 156 units of new multifamily housing, with the following proposed mix*:

studio units: 10%
1 bedroom units: 60%
2 bedroom units: 30%

Original unit mix was updated to include more one-bedroom units in lieu of studio units. Total unit count remains the same.

Parking.
The project will be properly parked with a combination of street parking and structured parking within a one-level podium. Angled street parking will be provided for shared commercial and residential uses. Ample covered parking and secured storage for bicycles will also be provided for both customers and tenants within this highly walkable and bikable area. One covered and secured bike storage space will be provided per unit.

Elevated Courtyards.
Elevated courtyards will be provided to meet or exceed minimum open space requirements. Secure 24 hour keycard access will be provided for customers and tenants. Elevated courtyards will be ADA accessible and will meet all applicable code requirements.

3 Structural Design.

This project will consist of 4 stories of wood framed structure for the housing units built on top one level of concrete podium that will contain parking, ground floor units, entry lobby, and neighborhood commercial space.

Ground level units replaced PUD approved parking spaces + neighborhood commercial space along the northern street facing facade, providing a better street experience.

All structure below the concrete podium will meet Type IA construction requirements.

*This mix of unit types may alter over the natural course of design development and changing market conditions, including some percentage of units may transition to for-sale condominiums. Other criteria will follow suit.

4 Development Criteria.

The proposed project seeks to adhere to all materiality and articulation requirements of the city design and approval process and will be confirmed through the LSD process.

The entire project will be constructed in one phase.

A preliminary Traffic Scoping Memo determines that no further traffic study is required. See attached traffic memo.

An initial sewer capacity study was conducted in February 2025 for 200 units (which is more than current proposed units). This has been reviewed by BWU.

The underlying use in the newly adopted Future Land Use map is **Urban Neighborhood**. Refer to the Place Type diagram on the following page.

Urban Planning considerations understand that not all acreage is developed to the same intensity as indicated on the Place Type diagram. The gross acreage is inclusive of all open space, roadways, developable land, etc. Please refer to the capacity diagram.

The infrastructural *small pipes* for sewer capacity are the burden of the development project.

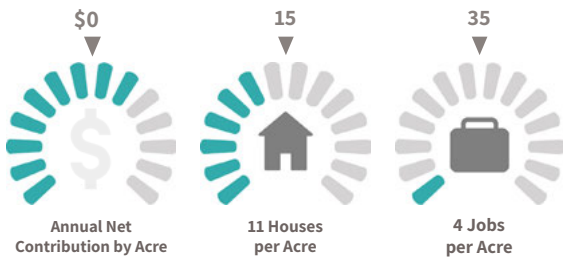
Within the larger macro area of the city's sewer infrastructure, the new sewer fees that will be paid by the development are self-mitigating.

Please refer to the RHD memo attached addressing the overall development and capacity.

NARRATIVE

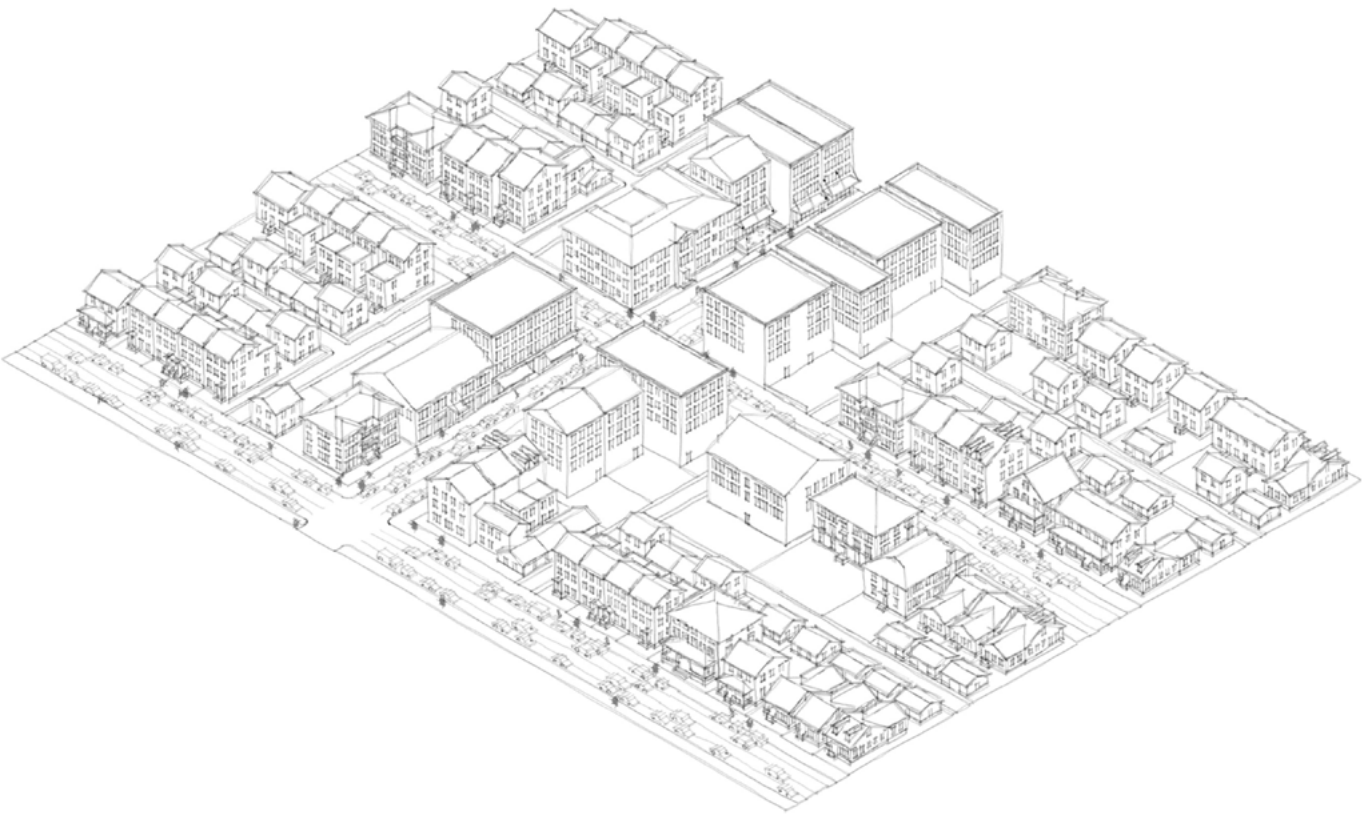
place type diagram

URBAN NEIGHBORHOOD



Anticipated building height: 3-5 stories

Urban Neighborhoods are the city’s highest intensity neighborhoods, defined primarily by multi-family buildings and townhomes but with some single family and smaller commercial uses mixed in. Catering to those seeking more flexible, lower maintenance lifestyles, they provide considerable housing in a relatively small footprint and support walking and biking as viable transportation alternatives. Financially, Urban Neighborhoods are net positive and significantly reduce the amount of land needed for growth.



PLAN SET

concept plan

PUD Summary.

SITE.		
Site Area:	1.66 acres	
Open Space Required:	.33 acres 20%	
Open Space Provided:	.40 acres 24%	
Change in open space percentage from PUD approved 25% to 24%.		
Setbacks:		
Front:	0'	
Side:	10'	
Rear:	10'	

No change to setbacks.

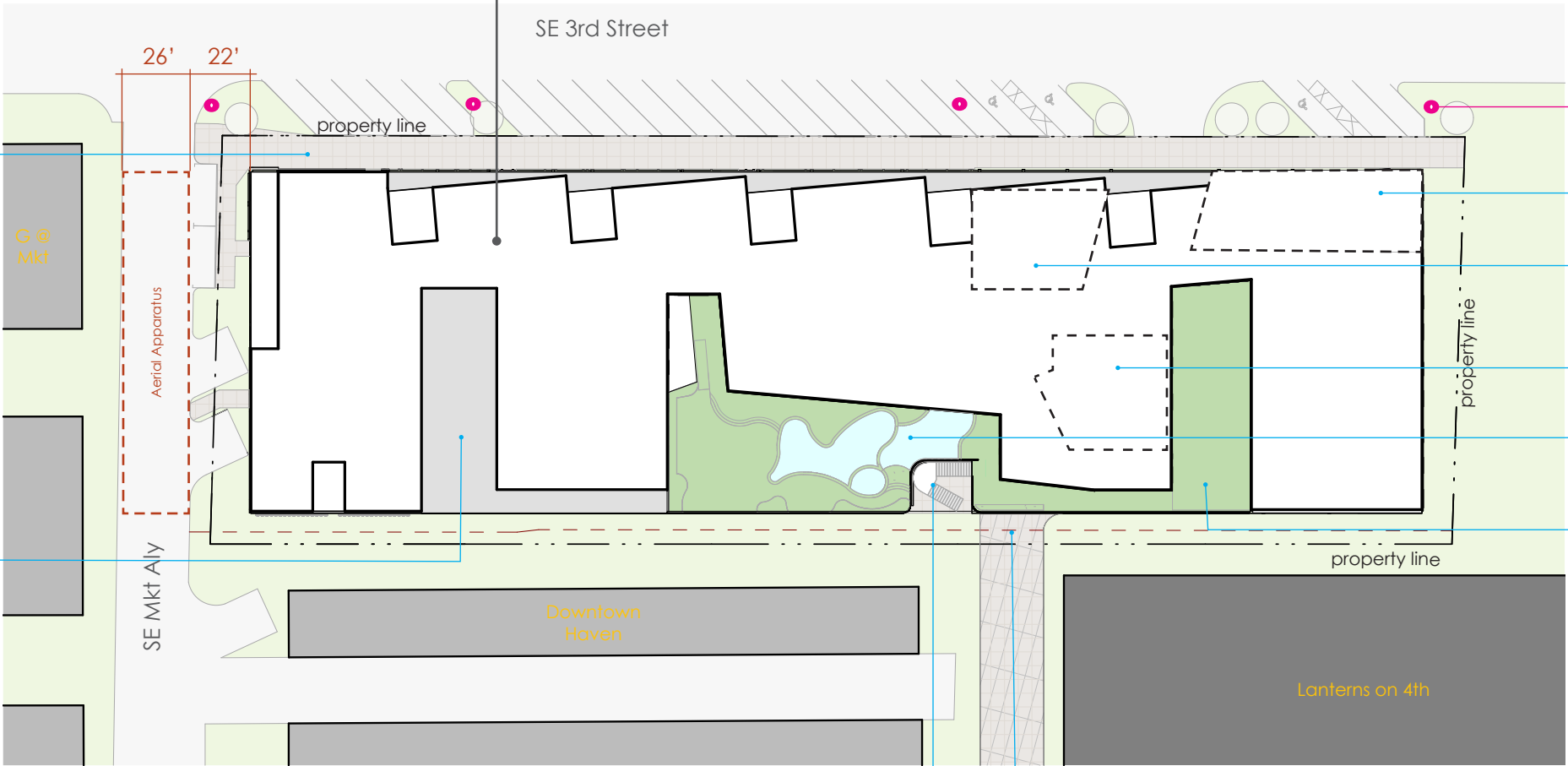
BUILDING.	
Building Height:	5 stories
No change in Building Height.	
Neighborhood Commercial:	3,700 SF +/-
Amenities + Housing:	169,000 SF +/-
Units:	156
Density:	94
Change in overall SF from PUD approved SF to include new ground floor units + additional commercial space on the podium level.	
Parking:	33,465 SF +/-
Total Spaces:	130
Parking Ratio:	0.83
Change in PUD approved parking ratio from 1.03 to 0.83. See diagram on page 6.	

PROPOSED 5-STORY MIXED-USE BUILDING
(4 LEVELS OVER 1 LEVELS OF PODIUM)

12' PEDESTRIAN EASEMENT WITH SIDEWALK, PLANTINGS + BENCHES ALONG SE 3RD ST



ELEVATED COURTYARD
(PRIVATE BALCONIES)



EXISTING OVERHEAD
POWER LINES

COMMERCIAL SPACE
(GROUND LEVEL)

TENANT LEASING
(GROUND LEVEL)

COMMERCIAL SPACE
(PODIUM LEVEL)

POOL
(PODIUM LEVEL)

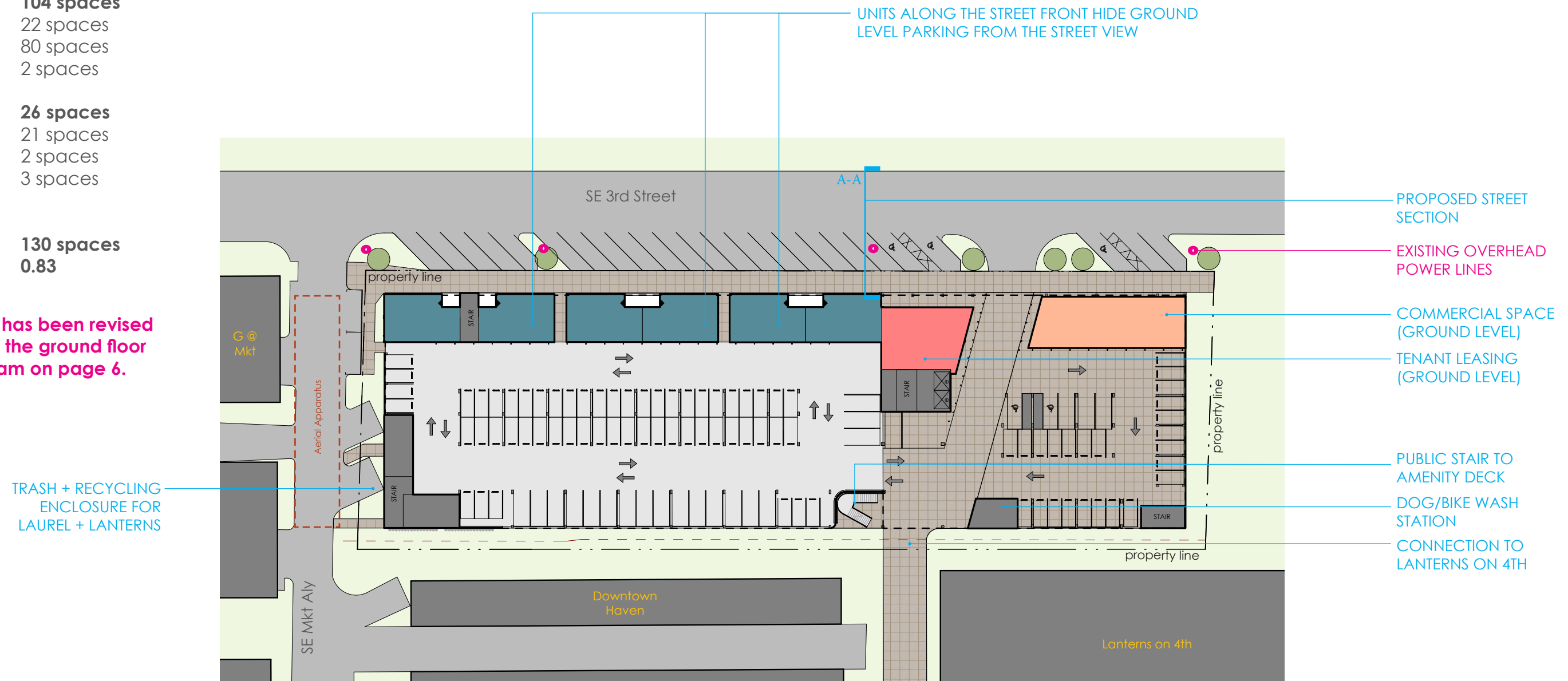
ELEVATED COURTYARD
(CONTRIBUTES TO OPEN
SPACE REQUIREMENT)

CONNECTION TO
LANTERNS ON 4TH

PUBLIC STAIR TO
AMENITY DECK

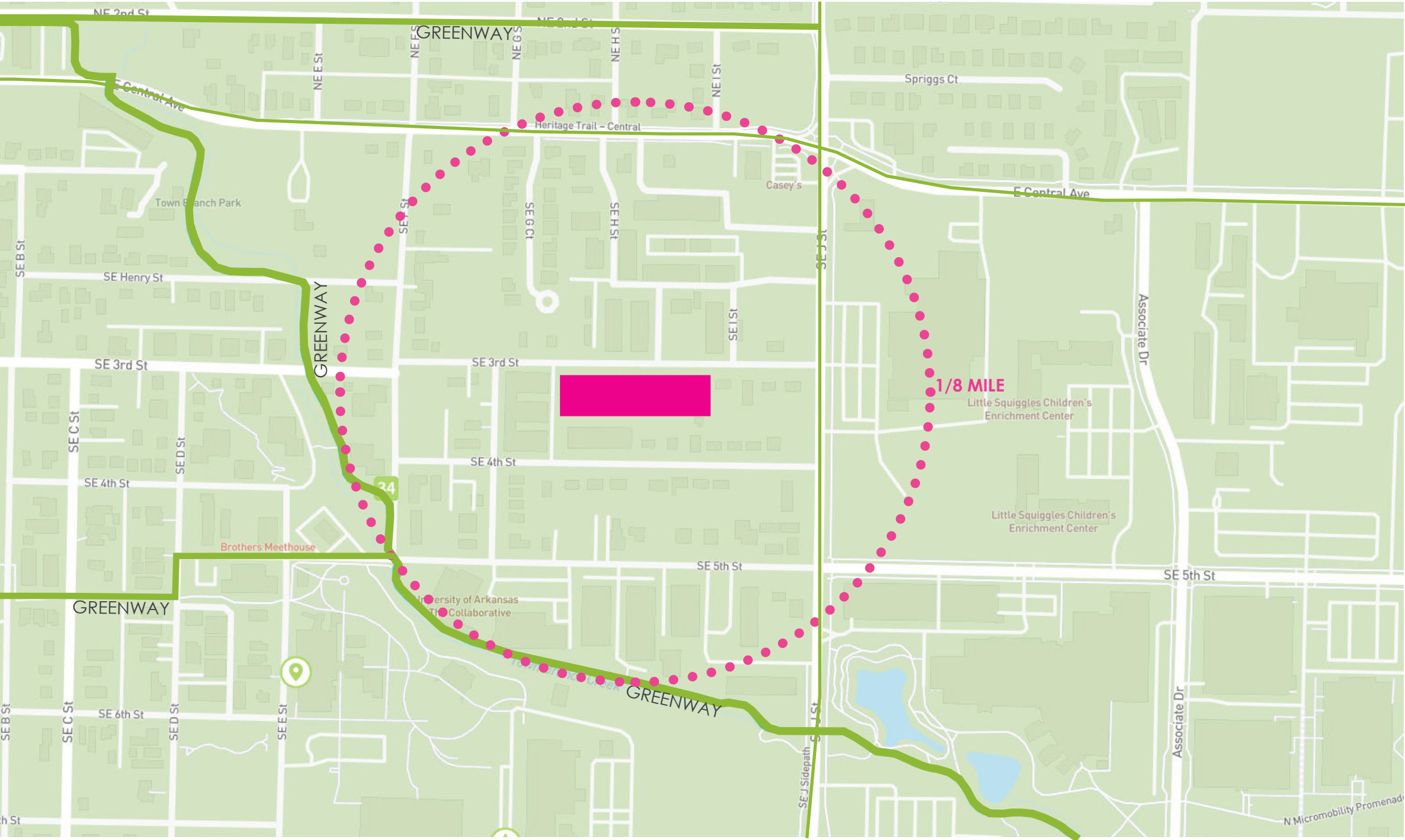
concept plan : ground level parking/podium

Original parking ratio of 1.03 has been revised to 0.83 due to the addition of the ground floor street facing units. See diagram on page 6.



PLAN SET

parking reductions - context diagram



Parking Requirements (per T5):
1 parking space per dwelling unit
total dwelling units: **156**
total required parking: **156 spaces**

Requested Parking Reductions:
(SEC . 50-503-7.c.1)

Sites near the Northwest Arkansas Razorback Greenway or the loop trail described in the Connecting Bentonville Master Plan may reduce parking based on distance:
1/8 of a mile: Parking requirements are reduced by twenty percent (20%)

total required parking: **156 spaces**

20% reduction: **31 spaces**

resulting required parking: **125 spaces**

proposed parking: 130 spaces

PLAN SET

concept plan : open space diagram

Site Area:1.66 acres

Open Space Required: .33 acres | 20%

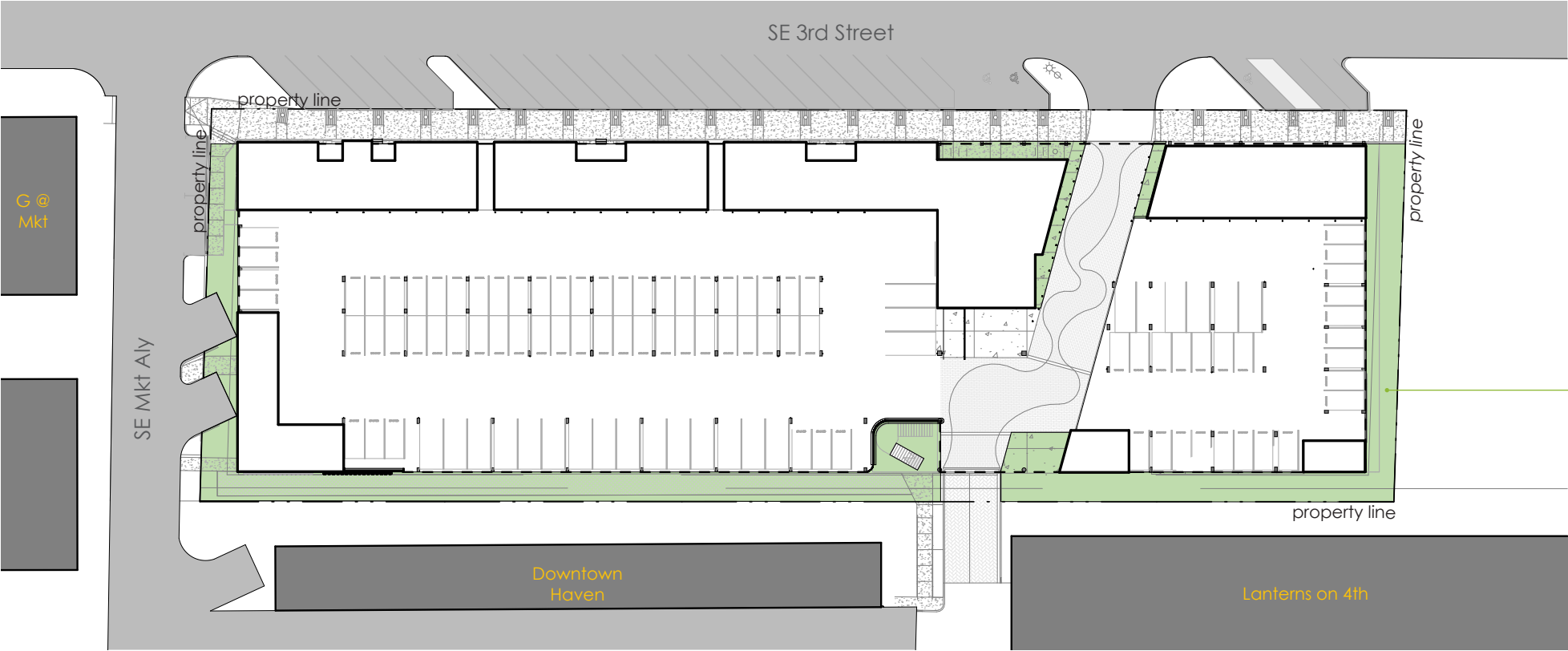
Open Space Provided: .40 acres | 24%

Open space percentage changed from PUD approved 25% to 24%.

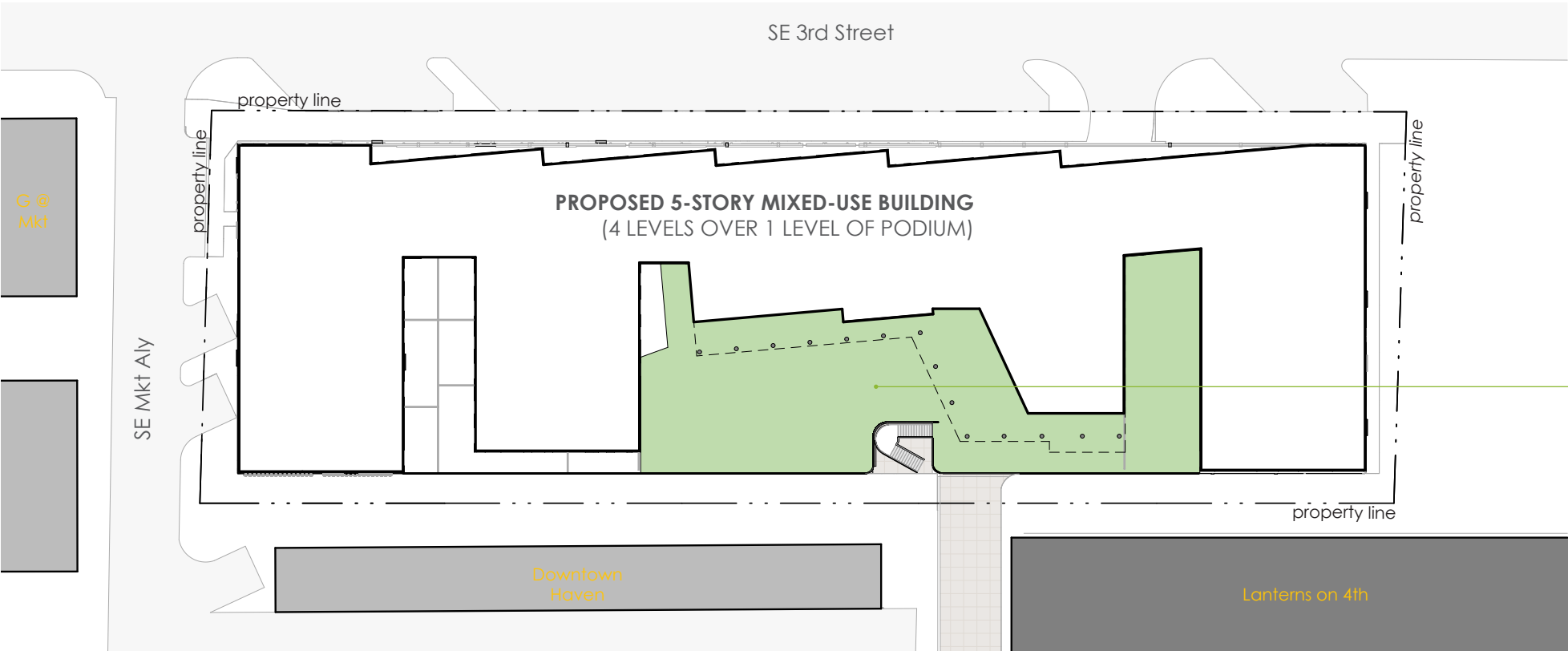
Public pathways, covered sidewalks and piazzas are included as open space on the ground level.

Outdoor recreational facilities are included as open space on the second level podium.

All of which are open to the residents and users of the PUD.



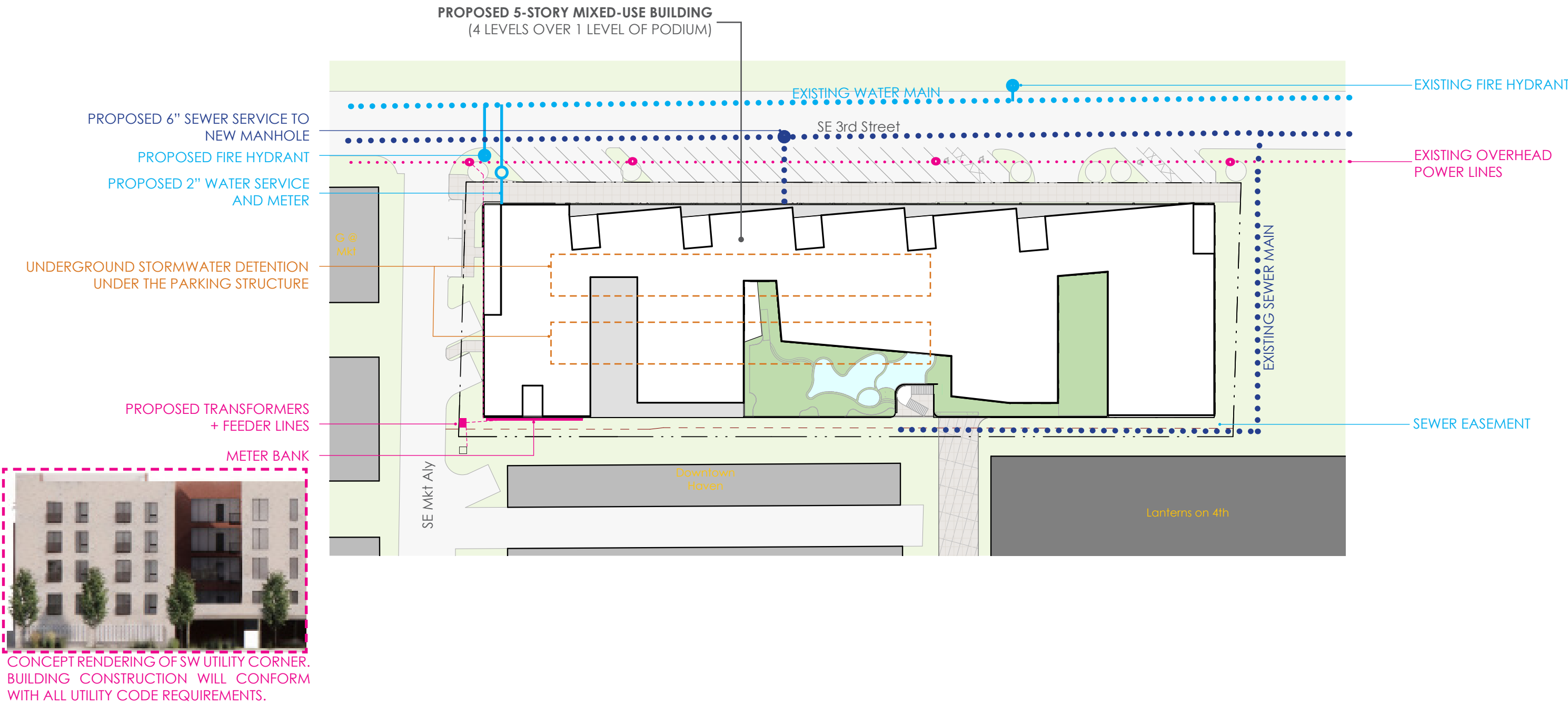
GROUND LEVEL
OPEN SPACE (.20 ACRES)



LEVEL 02 COURTYARD
OPEN SPACE (.25 ACRES)

PLAN SET

concept plan : utility diagram



PLAN SET

block plan : capacity diagram

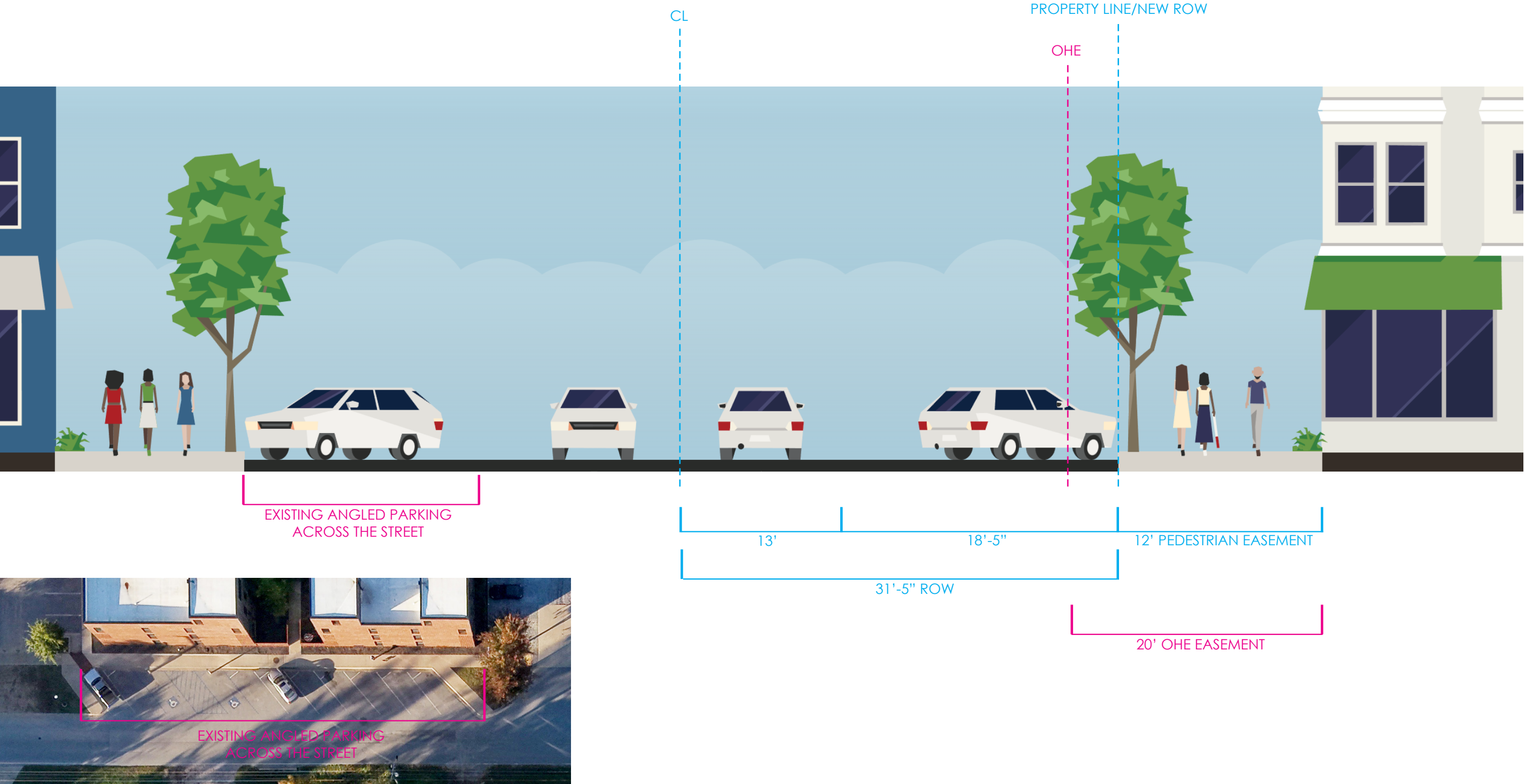


This block is currently planned for **Urban Neighborhood**.

Prior to the capacity study performed by BWU and DPZ, the block already had 273 units constructed and/or approved for construction. This is a density of 74 units per acre on the parcels indicated above. This suggests that the capacity planning missed the density proportionality by a factor of 600% or it is understood that projects can be proposed and approved to garner the capacity and highest and best use of the land as they are conceived.

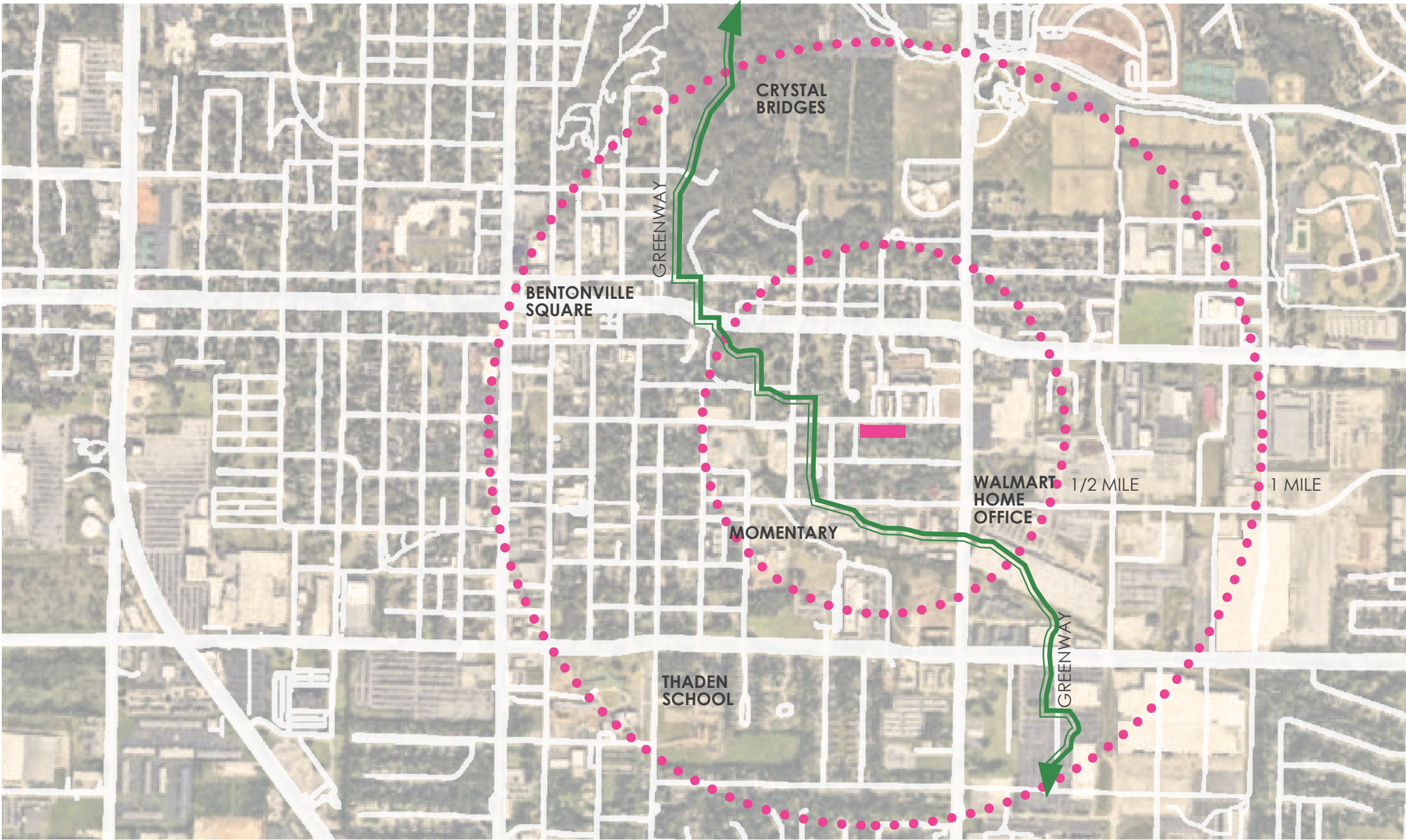
PLAN SET

proposed street section A-A



PLAN SET

context diagram

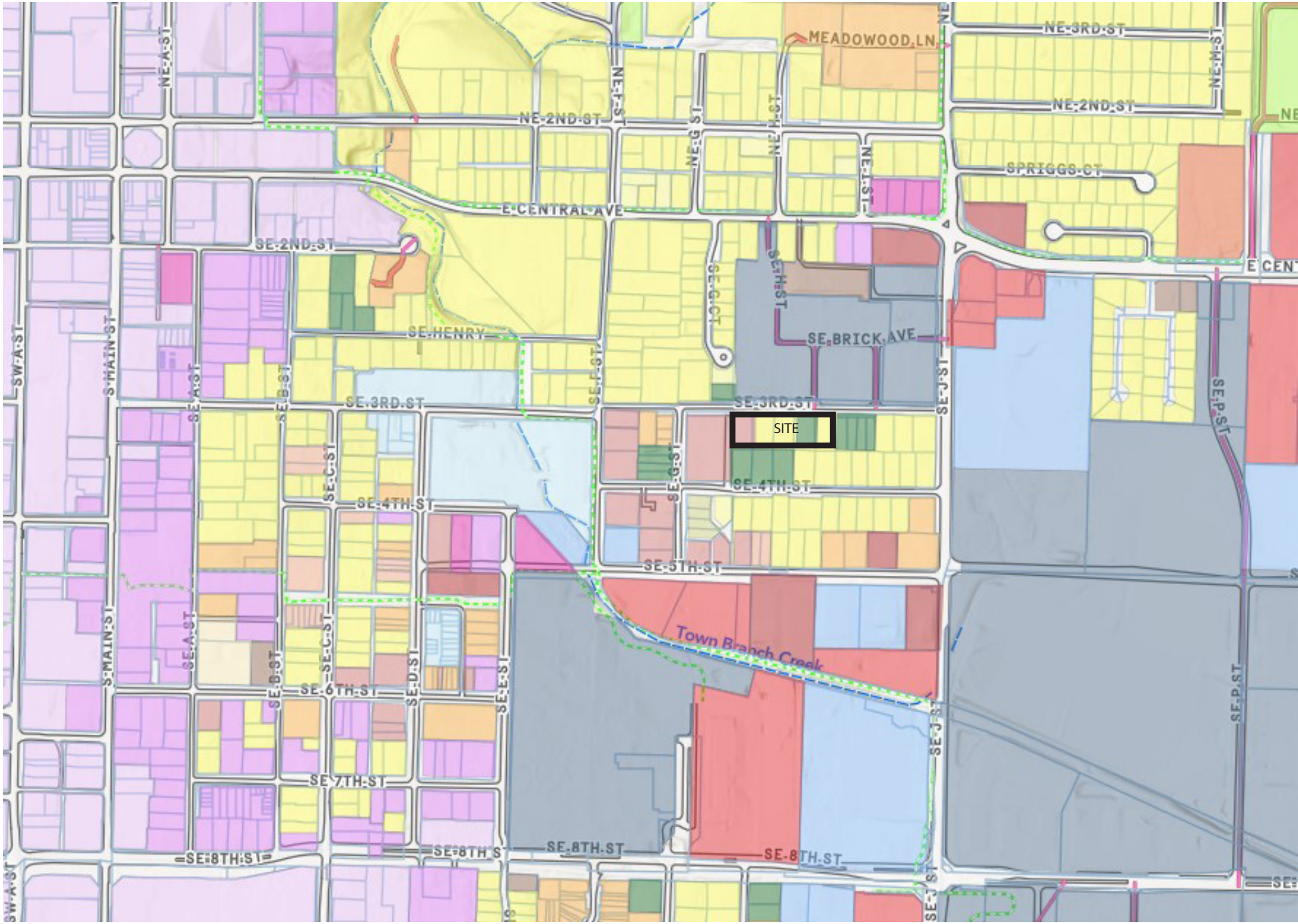


Context.

The proposed mixed-use project is located on SE 3rd street in a swiftly transitioning neighborhood near the new Walmart Headquarters. The site is located within walking distance of The Momentary, 8th St. Market and the Downtown Square.

PLAN SET

current zoning



Zoning Intent.

The PUD encompasses a +/-1.66 acre site that is bound by SE 3th Street along the northern edge. There has been ample transition along this corridor into appropriate housing typologies for increased density in a very walkable and bikable area of Bentonville. This will be the fourth development along this block by Randall Hinton Development with G at Market and Downtown Haven completed within the past 2 years and Lanterns on 4th about to begin construction.

- | | |
|------------------------------|---|
| A-1 Agricultural District | PRD |
| C-1 Neighborhood Commercial | PUD |
| C-2 General Commercial | R-1 Single Family Residential |
| C-3 Central Commercial | R-2 Duplex & Patio Home |
| D-C Downtown Core | R-3 Medium Density Residential |
| D-E Downtown Edge | R-4 High Density Residential |
| DN-1 Downtown Neighborhood 1 | R-E Residential Estate |
| DN-2 Downtown Neighborhood 2 | R-MHP Manufactured Home Residential |
| DN-3 | R-O Residential Office |
| DN-4 Downtown Neighborhood 4 | R-ZL Zero Lot Line Residential |
| I-1 Light Industrial | RC-2 Central Residential - Moderate |
| I-2 Heavy Industrial | RC-3 Central Residential - High Density |

PLAN SET

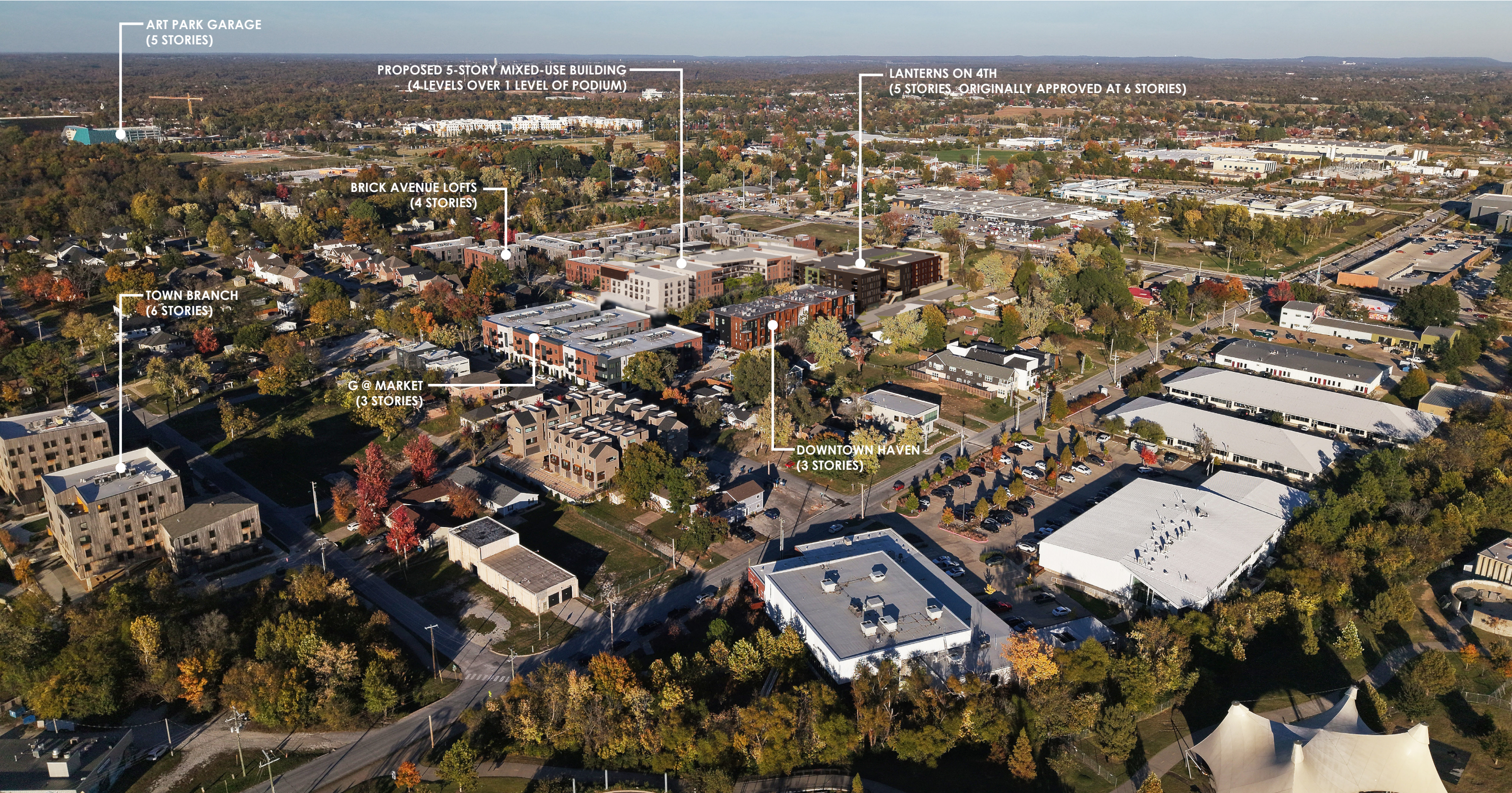
context aerial - view looking northeast



*final materials to be selected as a part of the large scale development process.

PLAN SET

context aerial - view looking northeast



*final materials to be selected as a part of the large scale development process.

PLAN SET

street elevations



North Elevation



East Elevation



South Elevation



West Elevation

67' - TOP OF PARAPET
49' - HIGHEST OCCUPIABLE FLOOR

67' - TOP OF PARAPET
49' - HIGHEST OCCUPIABLE FLOOR

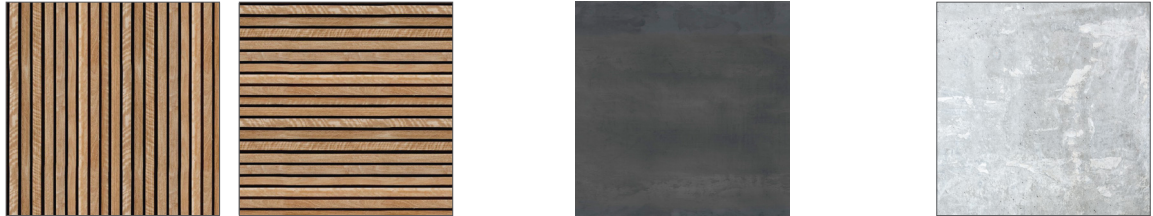
PERCENTAGES OF PRIMARY MATERIALS + SPECIAL USE MATERIALS
WILL BE DESIGNED TO MEET ALL STANDARDS SET FORTH BY THE CITY
OF BENTONVILLE AND REVIEWED AT LARGE SCALE DEVELOPMENT.

Primary Materials



masonry (brick / brick screen)
glass
other code permitted materials

Special Use Materials



wood rainscreen (vertical / horizontal)
architectural metal panel
architectural concrete

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2026-36; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: PUD25-0002)

WHEREAS, on February 24, 2026 City Council approved Ordinance 2026-36 creating PUD25-0002 for Laurel Canyon;

WHEREAS, Laurel Canyon LLC has filed a petition to further amend PUD25-0002;

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;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 4, 2026 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendment modified the unit mix, the parking ratio, and the commercial and open space areas as shown in the attached June 24, 2026 PUD Revision #2 Plans for Laurel Canyon, incorporated herein by reference;

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown in the attached “June 24, 2026 PUD Revision #2 Plans for Laurel Canyon”.

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

Section 1: That the above described PUD is hereby amended 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 - Atkins - R-1, Suburban Single-Family to T3.1, Neighborhood Edge

403 NW 7th Street

PC Date: 8/4/2026

Staff Report Details

Project Number	(RZ26-0037)
Applicant / Current Owner	Kelley Atkins
Site Area	0.25 Acres
Current Zoning	R-1, Suburban Single-Family
Requested Zoning	T3.1, Neighborhood General
Current Future Land Use Map Designation	Traditional Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Single-family residential
Related projects	

Property Description

The subject property is located on NW 7th Street, a Downtown Local road. It is within a half-mile of Downtown Bentonville and several schools. The current zoning of the property is R-1, Suburban Single-Family, with a Future Land Use Map designation of Traditional Neighborhood. Adjacent properties are zoned T3.2, T3.1 and R-1, all within the same place type. The standard review zoning districts within the Traditional Neighborhood place type are R-1 and T3.1.

Project Details

The applicant states that the purpose of this rezone is to build a single-family home.

Relationship to the Community Plan

The Traditional Neighborhood place type bridges the Suburban and Walkable Neighborhoods, allowing more intensity than the Suburban Neighborhood without the more intense zoning districts of the Walkable Neighborhood. This rezone request of T3.1 is the midpoint of possible zoning districts for the Traditional Neighborhood place type pursuant to Table 2.1 of the BCC, allowing the single-family residential character

Relationship to the Community Plan

to remain, but enhancing the walkability of the area as new home construction requires the installation of sidewalk.

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, T3.1, and T3.2 within the Traditional Neighborhood place type. A T3.1 zoning district is an orderly transition.

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

Conclusion

Staff recommends approval of the T3.1 zoning request.

Additional Details



PC Item

NW 7TH ST

T3.1

R1
RZ26-0037

T3.2



RZ26-0037



Rezone Narrative

Owner: Kelley Atkins
Address: 403 NW 7th ST.
Bentonville, AR 72712

Current Zoning: R-1, Single Family Residential

Proposed Zoning: T3.1, Neighborhood Edge

Owner: Kelley Atkins

Reason for rezoning: Setback change with T3.1

How will property relate to surrounding properties: The current surrounding properties are a mixture of R-1, (Single Family Residential), T3.1, (Neighborhood Edge), and T3.2, (Neighborhood Transition)

Proposed Use: Single-Family Home on Medium Lot.

Traffic: The current city infrastructure is adequate to accommodate the use. No significant impact is expected to traffic.

Signage: Any signage to comply with city ordinances and regulations. None planned.

Appearance: Single Family Residential.

Community Impact: Rezoning from R-1, to T3.1, will have no Impact on Community water, sewer or any other infrastructures in the area.

Standard Review: (SR)

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 T3.1,
NEIGHBORHOOD EDGE; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0037)**

WHEREAS, Kelley Atkins 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 T3.1, NEIGHBORHOOD EDGE to be used in accordance with city zoning laws and state laws, which property is described as follows:

SITUATED IN THE COUNTY OF BENTON AND STATE OF ARKANSAS. LOT 4 AND THE EAST HALF OF LOT 5, BLOCK 18, DEMINGS SECOND ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 4, 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 T3.1, NEIGHBORHOOD EDGE.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, SUBURBAN SINGLE-FAMILY to T3.1, NEIGHBORHOOD EDGE to be used in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this _____ day of _____, 2026.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



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

204 Lake Street

PC Date: 8/4/2026

Staff Report Details

Project Number	(RZ26-0038)
Applicant / Current Owner	Pinnacle Buttes Properties, LLC
Site Area	+/- [.17] Acres
Current Zoning	R-1, Suburban Single-Family
Requested Zoning	T3.2, Neighborhood Transition
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 subject property is located on Lake Street and is adjacent to an apartment complex to the east zoned T5.1, single-family homes to the west zoned T4.1 and a vacant lot to the south zoned T4.1. 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 within the Walkable Neighborhood place type. The standard review zoning districts within the Walkable Neighborhood place type range from T3.1 - T4.1 under standard review.

Project Details

The applicant states that the purpose of this rezone is to better align with Bentonville's zoning and development goals and to take advantage of the smaller setbacks.

Relationship to the Community Plan

The allowed zones within Walkable Neighborhood under standard review range from T3.1-T4.1. T3.2 is a modest rezone request that allows the property to be redeveloped in a way that better fits the surrounding

Relationship to the Community Plan

context of T4.1 and T5.1 by allowing smaller setbacks, more buildable area, and potential to build a duplex. It also brings the lot into conformity with the Future Land Use Plan. This part of town is rapidly redeveloping and increasing in density with nearby single-family attached units on NE Monroe St and apartments on Fillmore and Lake St., but the applicant desires to build a single-family home.

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 T4.1 and T5.1 zones and Walkable Neighborhood place type. A T3.2 zoning district would be an orderly transition.

Due to the location of this property within the neighborhood T3.2 and the allowed uses of single family or two-family are an appropriate fit.

The applicant states that the proposed use will remain single-family residential which will not add any additional strain on existing infrastructure. The height limit for T3.2 is 36ft.

Within 1 transect of adjacent zones: T3.2 is within 1 transect of T4.1 and is a better fit for the adjacent T5.1 than the current R-1 zone.

Conclusion

Staff recommends approval of the T3.2 rezone.

Additional Details

No additional comments from BWU.



PC Item

T4.2

LAKE ST

NE MONROE ST

R1 to T3.2

204 Lake Street

T4.1

T5.1



RZ26-0038
Pinnacle Buttes Properties, LLC



TO: City of Bentonville Planning Department
305 SW A St
Bentonville AR 72712

JUNE 1, 2026

FROM: Pinnacle Buttes Properties LLC
793 S 9th St
Lander WY 82520

SUBJECT: Rezoning Narrative for 204 Lake St. (Parcel No. 01-04587-001)

Dear Planning Staff,

This application is submitted on behalf of Pinnacle Buttes Properties LLC, requesting a rezoning of the property located at 204 Lake St. from **R-1 to T3.2** (neighborhood transition).

The primary reason for this request is to align the property's zoning with Bentonville's updated downtown development goals and to utilize the updated setback regulations. The requested T3.2 zoning is a direct implementation of the Walkable Neighborhood designation identified in the Future Land Use Plan (FLUP), and follows an established pattern of development in the immediate vicinity, where several neighboring parcels have already transitioned to T3.2 (DN2).

The proposed rezoning allows for development that is compatible with the character and scale of the existing neighborhood, and will have limited impact on the existing infrastructure.

- Traffic: The change to T3.2 is not expected to increase traffic.
- Aesthetics: Any future redevelopment will be professionally designed to ensure visual harmony with the surrounding architecture. No commercial signage is contemplated.
- Utilities: The property is well-supported by existing infrastructure, including an eight-inch (8") sewer line along NE Monroe St. and an eight-inch (8") water line along Lake St.
- Schools: The proposed rezoning will not impact school district capacity, as the property will remain a single-family residence with no increase in dwelling units.

This rezone request falls under the **standard review** category as the proposed T3.2 zoning is appropriate for the area's designated place type of Walkable Neighborhood.

Thank you for considering this rezoning request. If you have any questions please feel free to contact me at fusco.properties@gmail.com

Respectfully,



Marnie L. Fusco Sole Member, Pinnacle Buttes Properties LLC

NOTICE OF INTENT TO REZONE

Project Number: RZ26-0038

Pinnacle Buttes Properties LLC has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from: R-1, Suburban Single-Family to T3.2, Neighborhood Transition
The legal description of the property is:

Lot 12, Block 10, W.A. Burk's Addition, City of Bentonville, as shown in lot split Plat Record 16 at page 242 of Benton County, Arkansas records

The common description of the property is: 204 Lake St Bentonville, AR

The Public Hearing will be held on Aug 4, 2026, at 5:00 pm, at:

Bentonville City Hall
305 SW A St
Bentonville, AR 72712

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views. You can attend online by going to bentonvillear.com/592/Agendas-Minutes
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department located at the Bentonville Municipal Complex.
3. Use the bottom of this form to express our opinion by checking the appropriate box. This may also be mailed or delivered to the Bentonville Municipal Complex.

For more information, call the Bentonville Planning Department at (479) 271-3122 or email at planning@bentonville.ar.gov.

I have received notice of the public hearing for the rezoning of the above described property and:

- ☒ I have no objections to the rezoning
☐ I object to the rezoning because:


1206 NE Monroe St
Bentonville, AR 72712
Signature & Physical Address

Signature & Physical Address

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, SUBURBAN SINGLE-FAMILY TO T3.2,
NEIGHBORHOOD TRANSITION; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ26-0038)**

WHEREAS, Pinnacle Buttes 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 12, BLOCK 10, W.A. BURK'S ADDITION, CITY OF BENTONVILLE, BENTON COUNTY ARKANSAS. SHOWN IN LOT SPLIT PLAT RECORD 16, PAGE 242 OF BENTON COUNTY RECORDS.

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 4, 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