



**City Council
Meeting Agenda
January 28, 2025
6:00 PM
Bentonville City Hall**

Note – The public, members of the City Council, and City staff, may have the option to attend this meeting by remote means. For public health reasons, those who attend in person should keep in mind hygiene, the use of facial coverings, and social distancing.

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the meeting which is held at 305 SW A Street in Council Chambers.
- Public comments can be submitted by email to cc.comments@bentonvillear.com by at least 4:00 p.m. on the day of the meeting. This email includes the Mayor and City Council email addresses.
- Public comments can be made virtually by registering for the Council meeting at the Zoom link listed below. This requires you to register with your name, address, phone number and email address. The pre-existing limitations (3 minutes) and procedures concerning oral public comments will still apply.

*If you would like to attend virtually, please register at the following link by 4:00 p.m. on January 28, 2025: [Registration Link](#)

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: January 14, 2025

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

- | | |
|---|-------------------|
| 1. Resolution to Recognize Corporal Guary Morgan on His Retirement from the City | Resolution |
|---|-------------------|

Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Guary Morgan on his retirement from the City of Bentonville Police Department, effective January 31, 2025. This resolution recognizes Guary Morgan for over 32 years in law enforcement with 24 of those years dedicated to the Bentonville Police Department and the citizens of Bentonville. This resolution also wishes Guary Morgan much health, happiness, and continued success in all of his future endeavors. See attached resolution.

2. **Resolution Recognizing Receipt of Grant Funds for Bentonville District Court Mediation Program** **Resolution**
Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Committee and allocating funds for expenses related to the Bentonville District Court Mediation program. A budget adjustment is needed.
3. **Ordinance Adopting the 2025 Personnel Policy** **Ordinance***
Ordinance adopting the 2025 City of Bentonville Personnel Policy. No budget adjustment is needed.
4. **Resolution Authorizing a Budget Adjustment for Workers Compensation Insurance** **Resolution**
Approval of a resolution authorizing a budget adjustment in the amount of \$159,345.03, for the City's Workers Compensation carrier for additional funds owed for 2024 & 2025. A budget adjustment is needed.
5. **Resolution to Amend Resolution No. 1-14-25A Rescheduling Public Hearing (VAC24-0006)** **Resolution**
Approve Resolution amending Resolution No. 1-14-25A to reschedule the Public Hearing for February 11, 2025 to vacate Street Right of Way and establish Utility Easement located at Lot 16 of Hillcrest Addition (VAC24-0006).
6. **Resolution Approving the Boys and Girls Club CDBG Sub-Recipient Award 2024** **Resolution**
A Resolution approving a CDBG sub-recipient contract in the amount of \$10,000.00 with the Boys and Girls Club for scholarships. No budget adjustment is needed.
7. **Resolution Approving the Continuum of Care CDBG Sub-Recipient Award 2024** **Resolution**
A Resolution approving a CDBG sub-recipient contract in the amount of \$10,000.00 with the NWA Continuum of Care for homelessness services and outreach. No budget adjustment is needed.
8. **Resolution Approving the Helen Walton Children's Center CDBG Sub-Recipient Award 2024** **Resolution**
A Resolution approving a CDBG sub-recipient contract in the amount of \$15,000.00 to the Helen Walton Children's Enrichment Center for scholarship funds. No budget adjustment is needed.
9. **Appointment of Kevin Barrington to the City of Bentonville's Board of Adjustment** **Appointment**
Appointment of Kevin Barrington to Position 2 on the Board of Adjustment. Barrington's first five-year term begins January 1, 2025 and expires December 31, 2029.
10. **Resolution to Enter Into an Agreement with Musco Sports Lighting, LLC** **Resolution**
A Resolution authorizing an agreement with Musco Sports Lighting, LLC in the amount of \$174,800.00 for sports lighting replacement at Memorial Park necessary due to the May 26, 2024, storm. A budget adjustment is needed.

11. **Ordinance to Enter into an Agreement with Upstart Athletics for Soccer Services** **Ordinance***

An Ordinance authorizing an agreement, and waiving competitive bidding, with Upstart Athletics for soccer services and youth soccer programs for Bentonville Parks and Recreation for 2025. No budget adjustment is needed.

12. **Ordinance for Waiver of Bid for Secured Medication Management System for Paramedic Ambulance** **Ordinance***

The Fire Department requests the purchase of a Pyxis medication management system for the Paramedic ambulance service from CareFusion Solutions, LLC, the sole-source manufacturer. No budget adjustment is needed.

13. **Ordinance Approving a Waiver of Bid to Purchase Stryker Lifepak 35 Cardiac Monitors for Ambulances** **Ordinance***

The Fire Department requests the purchase of Stryker Lifepak 35 cardiac monitors for four front-line Paramedic ambulances. No budget adjustment is needed.

14. **Ordinance approving a Waiver if Bid - Stryker Powercot & Load System for Braun Liberty Ambulance** **Ordinance***

The Fire Department requests approval to enter into an agreement purchasing a Stryker power cot & loading system for a Braun Liberty ambulance. No budget adjustment is needed.

II. Utility Board

1. **Ordinance for a Waiver of Bid to Purchase Required Parts to Rebuild WRRF Barscreen** **Ordinance***

Approval of an ordinance to waive competitive bidding to enter into an agreement with Price Schonstrom for the purchase of all required parts to completely rebuild the Water Resource Recovery Facility Barscreen. Utility Board approved 5-0. No budget adjustment is needed.

III. Planning

1. **Property Line Adjustment - Phillips Village - 3101 & 3103 South Walton Boulevard (PLA24-0031)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Property Line Adjustment Of Previously Unplatted Land Creating New Lot 3 Of Randall Hinton Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Final Plat - Poigai Estates Phase 3 - Southwest Bright Road (FP24-0018)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Final Plat Of Lots 1-25, Part Of The SE ¼, SE ¼ Section 1, Township 19 North, Range 31 West Of Poigai Estates Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Final Plat - Brier Hill Subdivision Phase 1** **Ordinance***
- Southwest Featherston Road and Southwest 28th
Street (FP24-0019)

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Final Plat Of Brier Hill Subdivision, Phase 1 To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Lot Split - Lots 25, 26 and 27, Block 3 of W.A. Burk's** **Ordinance***
Addition - Northwest A Street (LS24-0032)

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 11A, Block 3 Of W.A. Burk's Addition Creating New Lots 25, 26, And 27, Block 3 Of W.A. Burk's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Lot Split - Lots 45 and 46, McAndrew & Jackson** **Ordinance***
Addition - 704 Northwest 7th Street (LS24-0054)

The Planning Commission voted 5-0, recommending approval.

An Ordinance Accepting A Lot Split Of Lot 5 Of McAndrew And Jackson Addition Creating New Lots 45 And 46 Of McAndrew And Jackson Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Future Land Use Map Amendment - Edified** **Resolution**
Properties - Low Density Residential (LDR) to Medium
Density Residential (MDR) - 1202 Convair
Street (RZ24-0048)

The Planning Commission voted 5-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Low Density Residential To Medium Density Residential; And For Other Purposes.

7. **Rezoning - Edified Properties - R-1, Low-Density** **Ordinance***
Single-Family Residential to R-2, Medium Density Two
Family and Townhome Residential - 1202 Convair
Street (RZ24-0048)

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To R-2, Medium Density and Townhome Residential; And For Other Purposes.

8. **Future Land Use Map Amendment - Edified** **Resolution**
Properties - Low Density Residential (LDR) to Medium
Density Residential (MDR) - 1204 Convair
Street (RZ24-0049)

The Planning Commission voted 5-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Low Density Residential To Medium Density Residential; And For Other Purposes.

9. **Rezoning - Edified Properties - R-1, Low-Density Single-Family Residential to R-2, Medium Density Two Family and Townhome Residential - 1204 Convair Street (RZ24-0049)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To R-2, Medium Density and Townhome Residential; And For Other Purposes.

10. **Future Land Use Map Amendment - Edified Properties - Low Density Residential (LDR) to Medium Density Residential (MDR) - 1206 Convair Street (RZ24-0050)** **Resolution**

The Planning Commission voted 5-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Low Density Residential To Medium Density Residential; And For Other Purposes.

11. **Rezoning - Edified Properties - R-1, Low-Density Single-Family Residential to R-2, Medium Density Two Family and Townhome Residential - 1206 Convair Street (RZ24-0050)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To R-2, Medium Density and Townhome Residential; And For Other Purposes.

12. **Future Land Use Map Amendment - Beiler Family Trust - Open Space to Medium Density Residential (MDR) - 1102 Northwest A Street (RZ24-0045)** **Resolution**

The Planning Commission voted 5-0, recommending approval.

A Resolution Amending The City Of Bentonville Future Land Use Map For A Specific Area From Open Space To Medium Density Residential; And For Other Purposes.

13. **Rezoning - Beiler Family Trust - R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential - 1102 Northwest A Street (RZ24-0045)** **Ordinance***

The Planning Commission voted 5-0, recommending approval.

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of R-1, Low Density Single Family Residential To DN-2, Downtown Medium Density Residential; And For Other Purposes.

IV. Other Business/Announcements/Comments

1.	Proposed Amendment to Section 400.08 of the City of Bentonville Municipal Code	Informational
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2.	Review of Planning Commission Approved Future Land Use Map	Informational
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This item is for discussion and review only at this time.

Adjournment

Public Comments Concerning Matters of City Related Business



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Ray Shastid
Phone:	479-271-3172	For Department(s):	Police
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Recognize Corporal Guary Morgan on His Retirement from the City
Action Recommendation & Justification:	Request that the City Council adopt a formal resolution to recognize, commend, and congratulate Guary Morgan on his retirement from the City of Bentonville Police Department, effective January 31, 2025. This resolution recognizes Guary Morgan for over 32 years in law enforcement with 24 of those years dedicated to the Bentonville Police Department and the citizens of Bentonville. This resolution also wishes Guary Morgan much health, happiness, and continued success in all of his future endeavors. See attached resolution.
Additional Comments for Consideration (Optional):	(Attached resolution)
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)

Insurance		\$	\$
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 State of Arkansas

RESOLUTION

CORPORAL

Guary Morgan

WAS BORN IN BENTONVILLE, ARKANSAS AND GRADUATED FROM ELKINS HIGH SCHOOL IN ELKINS, ARKANSAS IN MAY 1988 AND ATTENDED MT. STATE UNIVERSITY; AND

WHEREAS, CORPORAL GUARY MORGAN SERVED IN THE UNITED STATES ARMY MILITARY POLICE CORPS FROM 1988 TO 1991, PARTICIPATING IN THE PANAMA OPERATION "JUST CAUSE" AND THE FIRST GULF WAR; AND

WHEREAS, CORPORAL GUARY MORGAN WORKED AS A CUSTOMS INSPECTOR FOR U.S. CUSTOMS ON THE CANADA AND MEXICO BORDER FROM 1991 TO 1992; AND

WHEREAS, CORPORAL GUARY MORGAN BEGAN HIS 32-PLUS YEAR LAW ENFORCEMENT CAREER IN 1992 WITH THE BENTON COUNTY SHERIFF'S OFFICE IN BENTONVILLE, ARKANSAS, SERVING AS A PATROL OFFICER, CRIMINAL INVESTIGATOR, AND UNDERCOVER NARCOTICS OFFICER UNTIL 2000; AND

WHEREAS, CORPORAL GUARY MORGAN JOINED THE BENTONVILLE POLICE DEPARTMENT IN JULY 2000 AS A NARCOTICS OFFICER, LATER SERVING AS A PATROL OFFICER, FIELD TRAINING OFFICER, EXPLOSIVES K-9 HANDLER, BIKE PATROL OFFICER; AND

WHEREAS, CORPORAL GUARY MORGAN DURING HIS 17 YEARS AS AN EXPLOSIVES K-9 HANDLER, WORKED WITH K-9 PARTNER "D.J." FOR 7 YEARS, LATER PERSONALLY DONATING TWO ADDITIONAL POLICE WORKING DOGS, MERLIN AND GIZMO, TO THE BENTONVILLE POLICE DEPARTMENT K-9 PROGRAM; AND

WHEREAS, CORPORAL GUARY MORGAN HAS PROVIDED EXEMPLARY LEADERSHIP AND DEDICATION TO COMMUNITY ENGAGEMENT, SIGNIFICANTLY ENHANCING THE RELATIONSHIP BETWEEN THE DEPARTMENT AND THE CITIZENS OF BENTONVILLE THROUGH HIS INVOLVEMENT IN KEY PROGRAMS SUCH AS THE YOUTH ACADEMY, CITIZEN'S POLICE ACADEMY, AND AS THE LEAD INSTRUCTOR FOR THE WOMEN'S SELF-DEFENSE PROGRAM; AND

WHEREAS, HIS CONTRIBUTIONS TO THESE PROGRAMS HAVE NOT ONLY PROVIDED VALUABLE EDUCATIONAL OPPORTUNITIES BUT HAVE ALSO FOSTERED A GREATER SENSE OF SAFETY, EMPOWERMENT, AND TRUST WITHIN THE COMMUNITY; AND

WHEREAS, IN FEBRUARY 2018, CORPORAL GUARY MORGAN WAS ASSIGNED TO THE CITY OF BENTONVILLE ATTORNEY'S OFFICE AS AN INVESTIGATOR, WHERE HE HAS CONTINUED TO FAITHFULLY SERVE WITH THE PRESENT RANK OF CORPORAL, CONTRIBUTING HIS EXPERTISE AND DEDICATION TO LEGAL INVESTIGATIONS, UNTIL HIS RETIREMENT; AND

WHEREAS, CORPORAL GUARY MORGAN HAS CONSISTENTLY DEMONSTRATED AN UNPARALLELED LEVEL OF PROFESSIONALISM, COMMITMENT, AND DEDICATION TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE.

NOW THEREFORE, BE IT RESOLVED THAT BY THE ADOPTION OF THIS RESOLUTION, THE CITY COUNCIL OF BENTONVILLE, HEREBY COMMENDS AND CONGRATULATES CORPORAL GUARY MORGAN FOR HIS 32 YEARS OF DEDICATED LAW ENFORCEMENT SERVICE, WITH 24-PLUS YEARS TO THE BENTONVILLE POLICE DEPARTMENT AND THE CITIZENS OF BENTONVILLE, AND WISHES HIM HEALTH, HAPPINESS, AND CONTINUED SUCCESS IN ALL HIS FUTURE ENDEAVORS.



GIVEN THIS 28th day of January 2025, in Bentonville, in the
Great State of Arkansas, in the United States of America.

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Jennifer Lopez-Jones
Phone:	479-271-5923	For Department(s):	District Court
Email:	jenniferj@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Recognizing Receipt of Grant Funds for Bentonville District Court Mediation Program
Action Recommendation & Justification:	Budget adjustment recognizing receipt of a grant from the Arkansas Alternative Dispute Resolution Committee and allocating funds for expenses related to the Bentonville District Court Mediation program. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Bentonville District Court applied for and was awarded a grant from the Arkansas Alternative Dispute Resolution Committee in the amount of \$1,500 to continue to grow a mediation program for our Small Claims cases and our Civil cases as well. This program allows our clients to have the services of a certified mediator prior to going to trial with their disputes. A mediator may resolve disputes in a manner that results in a greater sense of satisfaction to both parties. This is a voluntary.
Amount for Approval:	\$ 1,500.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

101210-33411	State Operating Grant	\$	\$1500.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101210-43410	Professional Services/Other	\$ 1500.00	\$
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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A GRANT AGREEMENT WITH THE ARKANSAS ALTERNATIVE DISPUTE
RESOLUTION COMMISSION IN THE AMOUNT OF ONE THOUSAND FIVE
HUNDRED DOLLARS (\$1,500.00); ADJUSTING THE 2025 BUDGET TO RECOGNIZE
AND APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville District Court will receive one thousand five hundred dollars (\$1,500.00), from the Arkansas Alternative Dispute Resolution Commission to assist with the expenses related to the Bentonville District Court Mediation Program; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the Arkansas Alternative Dispute Resolution Commission in which Bentonville District Court will receive one thousand five hundred dollars (\$1,500.00) in grant funds;

Section 2: The 2025 Budget is hereby adjusted to recognize said grant funds into Account #101210-33411 - State Operating Grant;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #101210-43410 - Professional Services;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Machele Bowen
Phone:	479-271-3117	For Department(s):	Human Resources
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Adopting the 2025 Personnel Policy
Action Recommendation & Justification:	Ordinance adopting the 2025 City of Bentonville Personnel Policy. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The Human Resources Department reviews the Personnel Policy and recommends changes for the year 2025. These changes have been reviewed by City staff as part of the Policy Manual Review Committee. Any costs associated with this policy amendment have been approved with the 2025 budget.
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

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2025 PERSONNEL POLICY FOR THE CITY OF BENTONVILLE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Human Resources Department reviewed the Personnel Policy and recommends changes for the 2025 year;

WHEREAS, these changes have been reviewed by City staff as part of the Policy Manual Review Committee; and

WHEREAS, any cost changes resulting from this amendment are included in the 2025 budget.

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

Section 1: The City of Bentonville Personnel Policy, should be and the same is hereby amended as shown in the attached Exhibit “A”, hereby adopted by reference as though it was copied herein fully, with updated language shown in blue;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the timing of annual review merit pay increases to City employees, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORI MARRS, City Clerk

Exhibit “A”

Section 1. EMPLOYMENT

1.1 **Equal Opportunity Employer.** This section will be updated in accordance with federal law once final guidance from the EEOC has been issued. The City’s commitment extends to all employment related decisions, terms and conditions of employment, including job opportunities, promotions, pay and benefits.

1.2 **Employment at Will.** The City of Bentonville is an at-will employer. This means that any City employee may resign their position at any time they choose, or the City itself may end the employment relationship at any time, with or without cause or with or without reason. Both parties understand that they have no obligation to base their decision on anything other than their intent not to continue the employment relationship. No policies, comments, or writings contained herein or made during the employment process shall be construed in any way to waive this provision. No City employee can change the City’s employment-at-will policy. All City employees should understand that this policy manual is not intended to create any type of employment contract and it does not alter the City’s at-will employment policy. All new employees are subject to a 90 day probationary period.

1.2.1 Individual City Departments may adopt policies which differ from the policies contained herein. In all cases, these department policies must be approved by a City Council resolution. Upon approval by resolution, these departmental policies will take precedence over any current City policies which may be in conflict.

1.3 **Approval of Positions.** The Mayor shall establish the number and compensation of City employees (excluding elected officials, appointed officials, or any other position or classification governed by any other City ordinance or State statute) with the advice and recommendation of Department Heads and Human Resources, and the final approval of City Council. The job title, classification, pay grade, and pay rate for new positions, as well as requests for additional employees in existing positions, shall be specified by departments in the annual budget approved by the City Council. Separate ordinances following the budget process are required for all new positions, whether or not the expense for the position was approved as part of the budget. (Existing positions are automatically renewed unless otherwise addressed.) New positions or requests for additional employees in existing positions may be approved by City Council at any time during the year as deemed appropriate.

In some instances, the City may want a departing employee to work with and train their replacement. In these situations, the Mayor can temporarily approve an additional position for a specified period of time to allow this “turnover” training to occur.

1.4 **Categories of Employment.** There are three categories of employment as follows:

1.4.1 **Regular Full-time.** This category describes employees who work a regular work week of thirty (30) hours or more. These positions include all employee benefits. This category also includes Firefighters, who are scheduled to work a 24-hour shift every third day. There are two (2) sub-categories of regular, full-time employees.

1.4.1.1 **Exempt (also called Salaried) Employees.** These are employees who are exempt from the Fair Labor Standards Act requirement that the City pay 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 per week.

1.4.1.2 **Nonexempt (also called Hourly) Employees.** These are employees who are subject to the overtime requirements of the Fair Labor Standards Act.

1.4.2 **Part-time.** These are employees who work year-round but less than thirty (30) hours/week on a regular basis. [Part time employees are eligible for vacation time see policy 5.1.4.4 and are required to enroll in the Arkansas Public Employees Retirement Plan \(APERS\) if they work eighty \(80\) hours per month for three \(3\) consecutive months. Part time employees must be hired into a qualifying position in order to be eligible for the Local Police and Fire Retirement System \(LOPFI\) pension.](#)

1.4.3 **Seasonal.** These are employees who work for seasonal and short duration positions. These positions are normally 40 hours/week or less. They receive no benefits unless they work 80 hours per month for at least three consecutive months, in which case they must be enrolled in the APERS retirement plan. Seasonal employees are limited to no more than eight (8) calendar months of employment during any 12 month period calculated from 1 October through 30 September.

1.4.4 **Temporary.** These are workers supplied by a temporary staffing agency to fill short-term or seasonal work assignments. The City Purchasing Department works with City departments to renew this temporary employment services contract periodically, through a Request For Qualifications (RFQ) and provider selection process. Prior to undergoing these processes, the Purchasing department solicits recommended additions, deletions, and changes to incorporate in this process. The final amended contract is approved by City Council. ALL City departments using temporary employment services are bound by the provisions of this contract.

- 1.5 **Job Postings.** All job openings, for full-time, part-time, or seasonal positions shall be posted by the Human Resources office throughout all City departments and on the City's website. Jobs will be posted for a minimum of one week or until the position has been filled. Hiring managers may request HR post jobs externally [on certain](#) job boards however the costs associated with posting positions [on](#) for-cost job boards will be paid for by the hiring department. Job postings will include [salary information](#), basic entrance standards and minimum qualifications, including physical requirements, as established through written job descriptions provided for all positions. See the Salary Administration Section for further information.
- 1.6 **Applications.** Applications will be accepted from anyone who wishes to apply for employment with the City. All applications, with the exception of certain seasonal positions, require the applicants to be eighteen years of age or older. The police department requires police officer candidates to be 21 years of age. Applicants for certain seasonal positions must be at least age sixteen, or 15 years of age with a valid Arkansas Work Permit. [Applicants can apply online through the city website.](#) Information obtained on employment applications and associated employment documents will only be used for employment purposes. Applicants who provide significantly incomplete applications or who falsify their applications will not be accepted for employment. [Applicants who fail to disclose all criminal history excluding minor traffic misdemeanors or falsify their background check release form will eliminate themselves from hire.](#) Applicants who are hired, and it is later discovered that they have falsified their application can have their employment terminated.
- 1.7 **Selection.** Selection will be made solely on the basis of merit, qualifications, and fitness for the particular position. The City is committed to hiring the BEST QUALIFIED candidate for any position. Department heads or managers (or the Mayor in the event the position to be filled is a department head) shall decide which applicants to interview, and will determine the interviewer(s). Not all applicants are required to be interviewed. Applicants will be asked only job-related and non-discriminatory questions necessary to determine their qualifications and ability to do the job. On request HR will provide hiring managers and selection committees with sample interview questions and/or information on inappropriate or illegal questions or interview topics.
- 1.8 **Internal Applicants.** When a vacancy occurs, all current employees who have held their present position for at least one year shall have an opportunity to apply for that position, subject to the City Nepotism Policy. Applicants may apply if they have held their present position for less than one year only if approval is granted by their department head or manager. Openings shall be filled internally whenever practical. Priority in filling openings will be given to employees applying for 1) a promotional opportunity within their own department and 2) a full time position if they have a good performance record as a part-time or seasonal employee. Anyone transferred or promoted must meet the

minimum entry level qualifications of the vacancy and have a satisfactory performance and attendance record.

1.8.1 Effective Dates. The effective date of an employee's transfer or promotion to another department must be agreed upon by the losing and receiving department heads or managers before the offer is made to the employee. Department heads or managers should coordinate the effective date of hire to coincide with the start of a pay period. However, under unusual circumstances where the employee's transfer or promotion to another department will adversely affect the City, the departure date can be extended up to six (6) weeks. Any extensions beyond the normal 2 week period requires the approval of the losing and receiving department heads and the Mayor.

Under these unusual circumstances, if the move is a promotion the losing department will absorb the cost of the promotional increase until the employee is actually transferred to the receiving department. The effective date of the promotional increase will be 2 weeks from the date the offer is made, and must coincide with the start of a pay period.

1.9 Former Employees. Former City employees who were recommended for rehire at the time of their departure, and who have a good performance history and no serious policy violations in their records, will be considered along with other external applicants. Prior to making any offer of employment to a former City employee, hiring managers should consult with the Human Resources department and review the former employee's personnel file. All former employees will be given equal consideration for rehire along with other applicants, based on the needs of the department and the performance history of the employee.

Employees who leave City employment in good standing and return within that same calendar month will not show a break in service on their record, meaning that their benefits will restart as if there was no interruption of employment. However, if the employee missed a healthcare premium payment during their absence, they will be required to pay the back premium payment out of their first paycheck. If a former employee is rehired after the stated time period, there will be a break in service shown, and ALL their benefits will be handled as if they were new hires. This includes vacation accruals, sick leave accruals, the mandatory benefits waiting period, and the pre-existing condition waiting period. [Former employees who return to the City within one \(1\) year of separation will retain their original service date.](#)

1.10 Applicant Notification. As a matter of professional courtesy, any applicants interviewed but not selected should be notified by the hiring department by phone, letter, or e-mail that they were not selected. Human Resources can provide a standard non-selection letter for departments to use.

1.11 Job Offers. Prior to a job offer being extended, the hiring manager shall make a good faith effort to conduct (and attempt to document) [a minimum of two \(2\) prior](#) employment reference checks on the applicant. The Human Resources department can

assist hiring managers with this process if requested. Department heads or managers (or the Mayor in the event the position to be filled is a department head) shall make the final decision with respect to hiring new employees and promoting or transferring existing employees, within the confines of this policy. After completing the interviewing and screening process, the hiring manager will [send an email to the HR department outlining the candidates offer information which includes, hiring wage, targeted start date, and add pay information. The HR department sends the written offer to the candidate via email, once the offer is accepted and signed the pre-employment process begins.](#) This includes applicable pre-employment physicals, drug testing, [criminal background check](#) and credit checks. Police, fire, and other security sensitive candidates may require additional pre-employment qualifications. Medical physicals are required for all police, fire, parks maintenance, public works maintenance and utility employees (water, sewer, electric, street, [water resource recovery, meter utility billing](#), and inventory). All new employees, part-time and full-time get a pre-employment drug test. Commercial Driver's License checks and/or other job related checks on applicants and to base employment and continued employment on the results of these checks. The HR department will coordinate and schedule these pre-employment qualification checks.

- 1.12 **Fire and Police Departments.** Employment offers to firefighter applicants shall be contingent on successful completion of an interview, a physical agility test, a written examination, and background investigation. Employment offers to police officers shall be contingent on successful completion of a written examination, physical fitness test, board interview, a medical exam, a psychological evaluation, and a background investigation. All newly hired police officers and firefighters who are not “Arkansas Certified”, or who’s certification has expired, are required to successfully complete a state training academy program.
- 1.13 **Nepotism.** A policy regulating the employment of relatives is necessary in order to ensure fairness and impartiality in the best interest of the City. This policy applies to full-time and part-time positions.
 - 1.13.1 **Within Departments.** No person is eligible for part-time (non-seasonal, non-intern) or full-time employment in the same department if related in the first degree by blood or marriage to, or having a close, intimate relationship with, supervisory personnel in that department. “Supervisory Personnel” are defined as the Department Manager, Assistant Department Manager or someone who has the authority to write and sign off on performance evaluations and pay increases of that employee. “First Degree” is defined to include spouse, parent, stepparent, child, stepchild, brother, sister, stepbrother, stepsister, grandparent, grandchild, aunt, uncle, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse’s parent, or spouse’s grandparent. “Department” is defined as the work group of all employees under one department manager who reports to a department head, such as all employees in the Wastewater Plant or in the Street Department, or all employees under one department head. No person shall be employed on the same crew (or on the same shift if there is only one crew) with another person related

by blood or marriage in the first degree, or living in the same household.

In the Police Department and the Fire Department, no person is eligible for part-time or full-time employment if related in the first degree by blood or marriage to, or having a close, intimate relationship with, supervisory personnel who are responsible for writing and signing off on performance evaluations or pay increases of that employee. The department heads of these departments may implement more restrictive policies regarding nepotism in order to provide for and maintain the efficient and orderly management of their departments.

If a nepotism problem is created through promotion, transfer, marriage or living in the same household, the problem shall be immediately made known to the department head or manager who shall regroup the shifts or crews within thirty days of such notification. If it is impossible to do such regrouping, and a mutually acceptable solution cannot be reached between the City and the employees, the City may require one of the employees to resign.

1.13.2 Elected Officials. No person is eligible for full-time employment in the City if a potential nepotism problem would arise, as defined above, with persons who are presently serving a term or a portion of a term as City of Bentonville Mayor, City Attorney, Municipal Court Judge, City Clerk, or City Council member. No employee may simultaneously hold two full-time jobs with the City or a simultaneous full-time and part-time job with the City. Additionally, no employee may continue to hold their full-time or part-time employment with the City of Bentonville if they are elected to any office if it creates a conflict of interest, an incompatibility of office, or is prohibited by law. Exceptions can be made for persons who were already City employees prior to the other person being elected to office.

1.13.3 Board and Commission Members. No person is eligible for employment within a department of the City which is under the supervision of a board or a commission of the City, if a potential nepotism problem would arise, as defined above, with a person who is an appointed member of such supervisory board or commission. Exceptions can be made for persons who were already City employees prior to the other person being appointed to a board or commission.

1.14 Secondary Employment and Independent Contracting.

1.14.1 Secondary Employment. Full-Time employment with the City is the employee's primary job. Holding a second job while employed by the City is permissible; however it must not interfere with the proper and effective performance of the employee's job with the City. Additionally, it must not be of a nature that adversely affects the image of the City, or of a type that may be construed by the public to be an official act of the City, or which in any way violates these policies. City uniforms shall never be worn by any employees engaged in secondary employment unless approved by the department head and the Mayor. If a temporary or long term schedule conflict arises, the City

employment will be considered primary. Section 3.3 of this personnel policy manual covering conflicts of interest is germane.

- 1.14.2 **Independent Contracting.** No employee working for the City in either a full-time or part-time capacity, regardless of the number of work hours performed weekly, may enter into an independent contractor relationship with the City to furnish supplies, equipment, or to provide services to the City.
- 1.15 **Pre-Employment Physicals.** The City reserves the right to require a pre-employment physical and drug test, after a conditional job offer has been made and prior to the applicant starting work, in any full-time year-round position (See Section 1.11 above). Applicants for safety-sensitive or security-sensitive positions (as defined under “Drugs and Alcohol” paragraph in the Standards of Conduct section of this manual) may be required to submit to drug testing. The physical and drug testing will be paid for by the hiring department. The physical shall determine whether the applicant can perform the essential functions of the job with or without reasonable accommodation. The physical shall be performed by a licensed physician selected by the City, who will be provided with the applicable physical/mental requirements of the vacant position prior to conducting the physical. The applicant’s medical records shall be maintained in the physician’s office with a summary report provided to the City’s Human Resource department on whether the employee can or cannot do the job and what, if any, restrictions are necessary to determine any work restructuring or accommodations. If an employee is required to take a pre-employment physical, the physician makes the medical determination relative to physical/mental requirements of the job and any direct safety threat determinations, these determinations are only recommendations subject to the decision by the City on whether any necessary accommodations are reasonable to make. Any medical reports received by Human Resources will be maintained in confidential files separate from employee personnel files, and will be shared only with those who have a need to know.
- 1.16 **Fitness for Duty Physical.** Employees who become incapacitated due to mental or physical disabilities and unable to perform the essential job functions with or without reasonable accommodation, or who pose a direct safety threat, shall be subject to a fitness for duty physical. Based on the findings of this exam and other job restructuring factors, the City shall take such action as deemed appropriate, including job reassignment, job restructuring, or termination of employment. In addition, annual physicals shall be conducted for full-time firefighters.
- 1.17 **Drivers’ Licenses.** To perform the duties in certain positions, employees are required to maintain either a valid operators license or a valid Commercial Driver’s License (CDL). The requirements for requiring a drivers license and the specific type are contained in the job description for each position or communicated to the employee by their manager or supervisor before hiring. Firefighters are required to have a “P” (for Passenger - or other similar designation as specified by the licensing requirements of their State’s drivers license) designation on their drivers’ licenses if certified to drive the department’s

equipment. In other jobs, City employees may be required to drive City vehicles, or to drive a rental car on City business, which require employees to maintain a regular valid Driver's License for the state in which they reside. All such employees shall be required to sign a release to authorize the City to make requests on a regular basis to the State Office of Driver Services for information concerning any driving violations on the employees' records. License checks shall be requested on all new hires. All employees who are required to drive a City vehicle are required to maintain a valid driver's license at all times. The City reserves the right to conduct periodic license checks. Failure to maintain a valid driver's license, or the discovery of serious motor vehicle infractions on the employee's driving record may be grounds for termination. Employees are required to notify their supervisor immediately if their valid driver's license is suspended, restricted, revoked, or altered in any way or if they lose their driver's license for any reason. Failure to notify the supervisor of a revoked, suspended, restricted, or altered driver's license can be grounds for termination of employment.

- 1.17.1 **CDL Driving Exams.** The City shall pay for the initial license exam and subsequent renewals. The City shall not pay for additional exams required because the employee failed to pass the initial exam or because of a driving violation on the employee's record. Employees are required by State law to retest for a CDL in the vehicle normally operated. (City employees with CDLs are exempted from the CDL physical per the Dept. of Transportation Federal Motor Carrier Safety Regulations, Section 390.3 [f][2]).
- 1.17.2 **CDL Drug and Alcohol Testing.** The City of Bentonville and certain employees who drive commercial motor vehicles are subject to the requirements of federal statutes and regulations issued by the Federal Highway Administration of the U.S. Department of Transportation, including those pertaining to required drug and alcohol testing for CDL holders. These tests include pre-employment and random drug testing, as well as both drug and alcohol testing post-accident (if the vehicle accident results in a fatality, an injury with a ticket, or a tow-away with a ticket), for reasonable suspicion, and for return to duty and follow-up purposes. All CDL drivers must be given a copy of the City's written Drug and Alcohol policy, and sign a statement acknowledging that they have received and read it. The City will not permit an employee who refuses to submit to required testing to perform or continue to perform any activity that requires a CDL.
- 1.18 **Interview and Relocation Expenses.** For applicants interviewed for salaried positions, the reimbursement of interview expenses, to include reasonable transportation, [lodging](#) and meal costs, may be made, if approved in advance by the Mayor. If an employee is hired for a salaried position, consideration of reimbursement for some portion of

relocation expenses may be given on a case-by-case basis, with the Mayor's approval required for payment.

- 1.19 **New Hire Orientation.** All new employees shall be scheduled to meet with the Human Resources office within the first week of employment for "On-Boarding". At that time, they will complete all necessary forms, have their picture taken for a City identification badge (if requested by their department), and be given appropriate information on City employment. Additionally, various level of computer and communication access will also be provided by the Information Technology (IT) department. All new employees and rehired employees will be required at the time of hire to show proof that they [are legally authorized to work](#) in the United States. The City on-boarding process will welcome and orient the new employee to the City and cover topics like:

- City Structure
- Mission Statement and Core Values
- Basic City Employment Policies
- Employee Self-Service
- Payroll and Time Entry
- Bamboo HR System
- Ethics
- [Benefits](#)
- Family & Medical Leave Act (FMLA)
- Sick Leave
- Vacation, Holidays, Comp Time
- Safety and Workers Compensation
- Harassment
- Diversity and Inclusion
- Open Door Policy

Additionally, the hiring departments are expected to conduct their own department orientation and cover topics like:

- Work standards and regulations
- Hours of work, time cards or reports, leave requests
- Duties of the position
- Safety rules and procedures, location of safety or protective equipment
- Location of tornado shelters and emergency evacuation plans/routes
- Tour of the work area, including location of equipment, supplies, etc.
- Introduction to co-workers
- Location of authorized parking areas
- Location of authorized smoking areas
- Location and/or access to the personnel policy manual
- Schedule for lunch and breaks and appropriate break areas
- When and whom to report absence from work
- Who is responsible for performance planning and reviews

- 1.20 **Employee Files.** All personnel files are considered “Confidential” and will be maintained by the Human Resources office. Employees may review their personnel files after making an appointment with the Human Resources department. Some departments also maintain employee files geared around training, certifications, standards, etc. Some information contained in the employee’s personnel file and other department files may be subject to release under the Arkansas Freedom of Information (FOI) act. If the City received an FOI request for any information in an “active” employee’s personnel file or other files, the Staff Attorney will consult with the employee, the department head or manager, and Human Resources. The employee will be provided with notification of their rights under the FOI before any information is released. Personnel files will be kept for five (5) years from the date employment with the City.

Section 2. HOURS OF WORK

- 2.1 **Attendance.** All employees are expected to be at their work location and ready to begin work at the beginning of their work schedule, and after breaks and lunch. They are expected to work their scheduled hours, and fully devote their efforts to their assigned tasks until quitting time. It is the responsibility of the department managers and supervisors to communicate the required working hours/schedule to employees at the time of hire and to keep them informed of any changes.

If employees anticipate being late or absent, they shall notify their supervisor as soon as possible in advance of their scheduled starting time. Employees should notify their supervisor of their absence at least one (1) hour or earlier before their work shift starts. The method or procedure for reporting absences varies from department to department. The specific department method or procedure will be covered with new employees at their time of hire and reviewed with all employees periodically. The employee should call the department and notify their immediate supervisor. Except in emergency situations, it is unacceptable for anyone other than the employee to call in and report their absence. Failure to notify the supervisor may result in disciplinary action. If the employee needs to leave work early, they must first notify their supervisor as soon as possible. If they **must** respond to an unavoidable emergency when their supervisor is not available, they shall notify a co-worker and then notify their supervisor at the first opportunity.

Managers and supervisors will utilize some form of daily attendance tracking to record absences within their departments. An absence is defined as a late arrival, an early departure or a partial or full-day absence (vacation, sick, jury duty, etc.) Any time spent during regular working hours (excluding breaks) in a non-work related capacity is considered an absence and must be accounted for using sick leave, vacation or other hours made available according to the personnel policy. Time off as defined under various sections of the personnel policy should be requested **by entering** a Time-Off Request **through the electronic time keeping system**. Managers and supervisors WILL NOT make inquiries into the nature of

an employee's illness or personal health issues, except [in the case of a public health concern](#).

Each department head or manager shall determine and communicate the appropriate attendance standard for his/her department based on that department's operational needs. The City has established uniform standards for sick leave as detailed in Chapter 6. Factors to be considered in evaluating an attendance record include frequency, causes, patterns of absence, tardiness record, total time absent over a representative period of time, and [compliance](#) with call-in requirements. Attendance and punctuality shall be a consideration in determining performance ratings, promotions, transfers, and continued employment with the City. For related information, see "Abuse of Sick Pay" and "Family Medical Leaves" in Chapter 6, Sick Pay Section.

- 2.2 **Work Schedules.** Departments within the City can have different work schedules as specified by the Mayor and the Department Head, consisting of varying workdays and varying work hours. Regular work hours for all [regular](#) full-time hourly employees, (except shift firefighters) shall be forty (40) hours per week for a total of 2,080 hours per year, divided into 26 pay periods of 80 hours per pay period. Salaried employees shall be required to work the number of hours per day/week (within reason) that it takes to get their job done. With the approval of the Mayor, each Department Head or Manager establishes the regular working days and hours for their department. Departments that provide direct support to the public need to adopt and maintain working hours and days that support the needs of the public and be flexible to changing needs. Each Department Head or Manager reserves the right to adjust and change hours of work, days of work, and work schedules to fulfill the City's responsibility to the citizens of Bentonville. Changes in work schedules will be announced as far in advance as possible. If employees wish to work a different work schedule within their department, they must first obtain the approval of their supervisor.

- 2.3 **Overtime Pay.** The Fair Labor Standards Act (FLSA) defines which employees are exempt or not exempt from overtime pay requirements. Payment for overtime for City employees (except firefighters) who are not exempt from the FLSA (also called non-exempt or hourly employees) will be at 1.5 times the employee's regular rate of pay, for any time credited as hours worked over forty (40) in a work week/period. Overtime pay for firefighters is handled separately as detailed in Section 13(b)(20). Information concerning firefighter overtime is found in Section 7(k) of the Federal FLSA. Holiday hours for Police Officers and Firefighters are added to the employee's total hours for that week. It is the responsibility of the Department Head or Manager to confirm and grant overtime approval in advance (where practical) and with the payroll timesheets for overtime pay to be paid. Employees who are exempt from the FLSA (also referred to as salaried employees) shall receive no overtime pay or compensatory time off for working more than forty (40) hours in a work week/period.

Holiday hours, bereavement leave, jury duty, witness leave, and workers compensation leave are considered as hours worked for the purpose of computing overtime compensation. Time off for vacation, Family Medical Leave Act (FMLA) leave, sick

leave, military leave, inclement weather, and compensatory time off are **NOT** counted as hours worked for the purpose of computing overtime compensation.

If an emergency situation is declared by the Mayor, the Mayor's designee, or the Department Head and requires employees to be called out by their Department Head/Manager, to work hours in addition to their regular schedule, that Department Head/Manager may approve an exception to this policy by declaring the emergency situation to be a qualifying event (Emergency Overtime), in which case the affected employees will be paid at an overtime rate even if they have been off for one of the uncovered time off periods. If no such emergency is declared and approval granted, the affected employee (s) will be paid at the straight-time rate.

2.3.1 Compensatory Time. All non-exempt employees (except shift firefighters) are eligible to participate in the Compensatory Time (Comp Time) program. The granting of compensatory time off is at the sole discretion of the Department Head or Manager. Compensatory time decisions are made on a Department-Wide basis, NOT an individual basis. If the Department Head or Manager changes their decision on the granting of compensatory time off, they will give their employees adequate notice of the change, with a minimum of **thirty (30)** calendar days. If the department does allow compensatory time, instead of being paid overtime pay the hourly employee may voluntarily choose to take compensatory time off at the rate of 1.5 hours for each hour of overtime worked. Employees can split any eligible time between overtime pay and comp time accrual. Eligible employees may not accrue more than **fifty (50)** hours of compensatory time, except for those positions specifically approved by the Mayor and the Department Head. Once the employee accrues **fifty (50)** hours of comp time, they must take the additional time as overtime pay. Approval to take earned comp time must be obtained in advance from the employee's supervisor. Each department head or manager shall determine the amount of advance notice that is needed for his/her department's operation.

Whenever an employee changes departments (transfers), their comp time accrual **will be** paid out. Additionally, whenever an employee changes from an hourly (non-exempt) position to a salaried (exempt) position, their comp time accrual **will be** paid out. At the time of separation, transfer, or promotion, all comp time accruals will be paid out at the hourly rate the employee is currently earning.

2.3.2 Classes Outside Working Hours.

2.3.2.1 Mandatory or Management-Directed Classes. If attendance at a class is declared mandatory or directed by the employee's manager, the time spent by the employee in the class is considered as hours worked. A mandatory or directed class would be one that is required for the employee to continue working in their present position or to attain **additional** job skills necessary for the position. If the employee and the manager agree, the employee's work hours may be changed to include the class time so that there is no need to pay overtime. If the class is outside of working hours, and as a result the hourly employee has a total of more

than forty hours worked that work week/period, including class attendance, he/she will be eligible for overtime compensation. If a mandatory or directed class is taken for the purpose of obtaining a required license, and the employee fails the license exam, the City is not required to pay for the cost of retaking the license exam. The employee will bear the cost of the re-examination fee. If an hourly employee takes a correspondence or self-study course that is mandatory or directed, agreement shall be reached prior to the start of the course on the number of study hours that will be required and paid as either regular time or as overtime compensation.

2.3.2.2 Voluntary Classes. If the class is one that the employee is taking on a voluntary basis, the class attendance time will not be considered as paid time, even if the City pays for the cost of the class. Schedule adjustments are permitted if agreed to by the Department Manager, but the time spent in a voluntary class does not count toward the 40-hour work week.

2.3.3 Travel Outside Working Hours. 29 Code of Federal Regulations (CFR), Section 785.39 of the FLSA requires pay for travel time out of the area under certain circumstances during off-duty time. Out-of-area travel plans for hourly employees shall be reviewed in advance of the travel by the Department Head/Manager to ensure compliance with the FLSA. All terms and conditions of travel shall comply with the City's Travel Policy.

2.4 Breaks. Hourly employees are allowed one 15-minute paid break in each four-hour period of the work day. Managers/Supervisors may allow [them to](#) be combined with the thirty-minute lunch break. It should always be remembered that the 15-minute rest breaks are paid breaks and the 30-minute lunch break is unpaid. Employees are not allowed additional break time for any reason. Managers and supervisors are responsible for monitoring and enforcing break times. Other policies relating to the break period will be determined on a departmental basis, [as is the case with sworn personnel/uniformed officers.](#)

2.5Stand-by Pay. Some departments may require employees to be on "stand-by" or "on call" outside of normal working hours, to be able to respond in the event of an emergency. Any hourly employee who is "on call" for any department will be compensated at a rate set by the City Council for any 24-hour period, whether or not they are called out. If employees are physically called out away from their home, they will be paid for a minimum of one (1) hour of work. Employees who are not physically called out, but perform work (i.e., over the phone, on their computer, etc.) will be compensated for the actual time the work is performed. Employees are responsible for keeping track of their time worked while working stand-by. Stand-by pay will be added to the employee's total compensation for that week to determine a new base rate for that week. Any overtime worked during that work week/period will be paid at the new base rate.

2.6Shift Differential. Any approved shift differential shall be paid at a rate set by the City Council for hours worked by hourly employees who are permanently assigned on

second or third shift, and day shift on weekends and holidays.

2.7 Timesheets. All employees are responsible for approving their completed timesheet within a designated Time & Attendance software program by the deadline set by the payroll department. Unless otherwise communicated this deadline falls on the next workday following the end of the pay period. All timesheets for employees that are classified as non-exempt (hourly) should be approved (by signature on the timesheet or electronically within a designated Time & Attendance software program) by their immediate manager/supervisor (or further up the chain of command if the immediate manager/supervisor is not available). Each employee is responsible for making sure that their timesheet entered into a Time & Attendance software program is correct and for submitting any supporting documentation for their time sheet (i.e. Time Off Request, PA Sheets (or electronic equivalent), doctor's notes, overtime request forms (if required by department), etc.). If an employee's time is not submitted correctly to the department head/manager, a correction in pay will not be made until the following pay period. Falsifying a timesheet is grounds for immediate termination of employment.

2.8 Inclement Weather. If there are inclement weather conditions, the Mayor or the Mayor's designated representative will decide if City employees are to report to work or report to work late. Inclement weather policies do not apply to uniformed police officers, uniformed Firefighters, and Telecommunicators (911 Dispatchers). If a decision is made, the Police Chief or the Chief's designated representative shall notify local media, and information will be posted on the City's social media outlets. If the employee's department is open for business, they are expected to report for work. If employees believe the conditions are too hazardous for them to travel to work safely, they will have the option of taking available compensatory time or available vacation time for the time missed, by notifying their supervisor of their situation. If an employee does not have any accrued vacation or compensatory time available, the time off will be without pay. The Inclement weather pay for hourly employees will be handled as follows:

2.8.1 Starting Work Later. If a decision is made by the Mayor or Mayor's designated representative to start late, and employees report to work at the revised start time, they will receive full pay for their entire shift. Salaried employees pay will not be affected by weather closings. If they arrive past the revised start time, they will be paid from the time of arrival, and may use vacation or compensatory time (not sick leave) for the time missed. Employees who are able to report at their normal work time will not receive any additional compensation. During those hours that the City is shut down, and managers and/or supervisors REQUIRE employees to report and work, those employees will be paid at a double-time rate of pay during this period. No other form of compensation or time off for employees will be authorized.

2.8.2 Leaving Work Early. The Mayor or the Mayor's designated representative shall also decide if City employees are to leave work early. If the decision is made by

the City to leave early, employees who are present at the time this decision is made will receive full pay for their entire shift. Salaried employees pay will not be affected by weather closings. During those hours that the City is shut down, and managers and/or supervisors REQUIRE employees to remain at work, those employees will be paid at a double-time rate of pay during this period. No other form of compensation or time off for employees will be authorized.

2.8.3 **City Closure.** There may be times when the weather or other community-wide emergencies will necessitate the physical closure of City buildings to the public. The City is committed to remaining open for business and having telephone and/or on-line services available to citizens. Police, Fire, and Emergency Communications facilities are never closed for business. In these circumstances the Mayor or the Mayor's designated representative shall decide if City buildings will physically close to the public. If that decision is made, Department Heads, Managers and/or Supervisors will identify any hourly employee(s) that can effectively work from home to conduct telephone and/or internet services and those employees will receive their normal pay for those hours worked. It is recommended that Managers and Supervisors identify these employees well in advance of a significant inclement weather or emergency event and work with the IT department to ensure that these designated employees have the access and tools they need to conduct this City business. Once employees are identified to work from home, those who are unable or unwilling to work from home will be required to use accrued vacation or compensatory time to receive pay. During those hours that City facilities are shut down, and managers and/or supervisors REQUIRE employees to physically report to work, those employees will be paid at a double-time rate of pay during this period. This does not apply to employees working remotely. No other form of compensation or time off for employees will be authorized.

2.8.4 **Working from Home.** With advances in technology and connectivity there may be opportunities for some employees to occasionally be able to work from home. The decision to allow employees to work from home will be based on a variety of factors, generally limited to inclement weather events, natural disasters, and community medical or health emergencies. It will not be authorized for personal convenience or personal health situations of employees unless approved by the department head. The decision to allow employees to work from home will be up to the manager's discretion, and based on the following:

- A. The type of work the employee performs.
- B. The level of confidential work the employee performs.
- C. The data connectivity that the employee has access to at their home.
- D. The availability of portable City-provided computers; and
- E. The ability for the employee to access the City networks.

Employees will not receive any additional compensation for working from home and the City will not purchase any special equipment or connectivity. The permission to work from home can end at any time and without advanced notice.

2.9 **Emergency Leave.** The Mayor or the Mayor's designated representative is given authority to declare an emergency and to modify or grant exceptions to these or related policies in emergency situations.

2.9.1 **Quarantine.** Employees (full time, part time and seasonal) that are required to quarantine by federal, state or local authorities will receive paid leave until the quarantine is removed.

2.9.2 **City Facilities.** The Mayor has the authority to close non-essential City facilities and/or operations for emergency reasons. In the event that City facilities are closed, the City will follow relevant policies for compensation from section 2.8 Inclement Weather. Additionally, the Mayor can modify Section 2.8 – Inclement Weather as needed.

2.9.2.1 **Paid Leave.** During such closure, part time and seasonal employees would also be eligible for paid leave. One of two ways will be used to determine hours paid for those employees. First, if the employee has a regularly schedule shift, then that schedule would be utilized to calculate hours paid. Second, in the absence of a regularly scheduled shift then the hours paid would be the average hours the employee worked during the previous two pay periods.

2.9.3 **Unscheduled Closures – Less Than Two Weeks.** In the event of an unscheduled local school/daycare closure lasting less than 2 weeks (scheduled school breaks do not count toward the 2 weeks), employees that must care for an impacted family member that resides in the same household where no other care giver is available will be able to use any sick leave, vacation leave, or comp time that has been accrued. In the event that two city employees are in the same household then only one person at a time may utilize the unscheduled local school closure section of this policy.

In the event that employees do not have any leave time available during the temporary closure, then the employee will automatically be eligible for the City's Sick Leave Bank (Section 6.6). The use of this benefit could be extended to part time and seasonal employees during this period.

Employees who exhaust their sick leave as a result of the temporary closure may request to utilize the Sick Leave Bank in the event of a documented future (non-catastrophic) illness within the following 6 months up to the number of hours utilized during the temporary closure.

2.9.3.1 **Unscheduled Closures – More Than Two Weeks.** In the event that an

unscheduled local school/daycare closure lasting more than 2 weeks occurs the Mayor will have the authority to consider and implement other changes and modifications to work schedules and ways of working.

Section 3. STANDARDS OF CONDUCT

- 3.1 **Conduct in General.** The City's Mission Statement is included at the front of this manual. All employees are expected to keep in mind the values listed in the Mission Statement, and to perform their duties accordingly. They are expected to accept certain responsibilities, adhere to acceptable principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves a sincere respect for the rights and feelings of others, but also demands that both while at work and in their personal lives, employees refrain from behavior that might be harmful to other employees, citizens, and/or the City. Whether employees are on-duty or off-duty, their conduct reflects on the City. Employees shall observe the highest standards of professionalism at all times.
- 3.2 **Conduct Toward the Public.** Employees of the City shall, at all times, be civil, orderly, and courteous in their conduct and demeanor. In each contact with the public, employees must be aware that their appearance, actions, and statements are in essence those of the City. In dealing with the public, employees must make their conduct inspire respect for themselves and generate the cooperation of and approval of the public. Employees should treat the public with courtesy, patience, respect and understanding. When employees are not certain of the correct response to an inquiry from the public, they should refer the inquiry to the individual or department that can provide the most satisfactory response to the inquiry. It is better to admit lack of knowledge than to provide erroneous information. It is recognized that some customers/citizens will not act in a courteous and professional manner. If customers/citizens refuse to conduct themselves in a courteous and professional manner, employees are not required to take abuse from them. In such cases, it is acceptable for the employee to terminate the conversation and report the situation to their department head or manager. In the event of a violent or potentially violent situation, the employee should remove themselves from the situation/area immediately and contact the police department. In the event that a citizen, visitor, or patron becomes violent, unruly, disruptive, or threatening, the Mayor, Staff Attorney, or Department Head reserves the right to "Ban" that person from City buildings, offices, or facilities.
- 3.3 **Conflict of Interest.** Employees should avoid situations that might cause conflicts of interest with the City, or that might compromise the City's integrity and reputation. A conflict, or the appearance of one, occurs when an employee (or their relative, friend, or business associate) uses the employee's position at the City for personal benefit through an investment, association, or business relationship that interferes with the employee's ability to exercise independent judgment on behalf of the City. No reward, gift, gratuity,

or other form of remuneration or compensation shall be requested from or received from any individual, group, or organization by employees of the City solely for the performance of their duties as employees of the City. This action could constitute a bribe or kickback, which is a violation of Arkansas state law.

However, there are instances where individuals, groups, or organizations do give the City gifts or donations covering a wide range of items or services. For these gifts or donations to be legally acceptable, they must meet the requirements set forth under Arkansas law and as established by Bentonville City ordinance # 99-101 of 12 October, 1999. The taking of cash or “cash equivalents (cash cards, gifts cards, etc...)” is ALWAYS prohibited. Other gifts, including lunches, souvenirs, giveaways, advertising materials, and product samples are limited to a value of \$100.00. Any items deemed to exceed \$100.00 would need to be approved by the Staff Attorney before accepting it. Regardless of the item or service, no employee may use these gifts or services for personal gain or personal profit. Whenever an individual, group, or organization wants to give the City “Large” or “Unusually Expensive” gifts or donations, the manager or supervisor should check with the Staff Attorney before accepting.

- 3.4 **Uniforms and Dress Code.** Each Department Head or Manager, with the approval of the Mayor, sets the uniform and dress code for their department. Uniforms are provided to hourly employees in certain departments through a contract uniform service. Employees who are provided such uniforms shall wear them at all times while on duty. Uniforms shall be kept as neat and presentable as working conditions permit. In certain situations, the contract uniform service may not be able to provide the size that an employee wears. In these cases, employees can receive a uniform allowance to purchase uniforms/work clothes that fit. Please refer to the City’s Uniform Policy for detailed information on uniforms.

Department heads/managers are responsible to establish an acceptable dress code for their department. Employees not required to wear uniforms should check with their supervisor to determine the appropriate attire for their jobs. All clothing needs to be clean and pressed, not faded or wrinkled. In those departments that do not wear uniforms, the casual dress code is in effect on Fridays, which means comfortable but socially acceptable and respectable. Except in certain departments as approved by the Mayor or Department Head/Manager, employees ARE NOT authorized to wear tee-shirts (as an outer garment) or shorts. An exception may be made for wearing shorts by certain employees working in outdoor jobs in hot weather if approved by their department head.

- 3.5 **Harassment.** The City expressly prohibits ANY [city official](#), [appointed or elected](#) from engaging in any form of harassment of employees FOR ANY REASON! This includes harassment based on race, color, religion, sex, age, national origin, marital or veteran status, political status, disability status or other legally protected status. Harassment is any annoying, persistent act or actions that single out an employee, to that employee’s objection or detriment. Examples of harassment include, but are not limited to, verbal abuse or ridicule; interference with an employee’s work; displaying or distributing sexually offensive, racist or other derogatory materials; discriminating against any employee in work assignments or job-related training on the basis of any of the categories

referenced above; intentional physical contact that is offensive to the employee subjected to it, whether male or female; making offensive sexual, racial or other derogatory hints or impressions; or demanding favors (sexual or otherwise), explicitly as a condition of employment, promotion, transfer, etc. It is every employee's responsibility to ensure that their conduct does not include or imply harassment in any form.

If harassment or suspected harassment occurs, the employee should report the behavior to their supervisor, who, with the help of Human Resources, will conduct a prompt and thorough investigation. If the complaint is against the employee's supervisor, the employee should go to a higher level of management or directly to the Human Resource department or Staff Attorney. The City will not tolerate harassment or any form of retaliation against any employee who has made a good faith complaint or assisted in good faith investigation of alleged harassment. This policy applies to all City employees. Disciplinary action will be taken against offenders.

- 3.6 **Problem Resolution.** The City has a true "Open Door" policy for all employees who have a work-related problem, issue, or concern and need help resolving it. An open door policy means that any employee can discuss any work-related problem with any member of their Department's Management, Human Resources, the Staff Attorney, or the Mayor without fear of reprisal. The preferred method is for the employee to follow their department "chain of command", discussing the problem, issue, or concern first with their immediate supervisor and giving that person an opportunity to resolve the problem at the lowest possible level.

If the problem is not resolved at the lowest level, or the problem, issue, or concern involves the immediate supervisor, the employee may request to speak to another member of their department's management higher up the chain of command. The employee can follow this process through the sequential levels of management, ending with the Mayor. If the problem involves a supervisor in their direct chain of command, the employee can by-pass this preferred method and come directly to Human Resources or the Staff Attorney. The Human Resource office serves as a source of information on City policies, procedures, and work rules and employees are welcome to go to Human Resources to seek information at any time. If the information sought relates to a specific department problem, Human Resources will recommend that the employee work with their department's managers to achieve problem resolution. At any point along the way, the employee may also discuss the problem with Human Resources for the purpose of seeking advice on how to pursue resolution. The City will not tolerate any form of retaliation against any employee who seeks such resolution of a problem.

- 3.7 **Drugs and Alcohol.** The City has a vital interest in providing for the safety and well-being of all employees, customers, and citizens, and in maintaining efficiency and productivity in all of its operations. In fulfillment of its responsibilities, the City is committed to the maintenance of a drug and alcohol-free workplace. As a condition of employment, ALL employees must be free from the effects of drugs and alcohol during scheduled working hours including while on standby duty. Specifically, this requires all employees to have a Blood Alcohol Content of 0.0% and/or to be able to pass a drug test with negative results upon reporting to work. Additionally, any employee who is arrested

for an alcohol or drug-related offense should make every effort to contact their supervisor (department head or manager) at their first opportunity and notify them of the circumstances of the arrest and their fitness for duty returning to work. If necessary, managers and supervisors can arrange an appropriate leave (vacation, comp time, administrative leave with pay, etc...) to ensure that employees do not report to work under the influence.

Drinking alcoholic beverages or using illegal or dangerous drugs while on duty, during breaks, while on City property, in City vehicles, or reporting to work when impaired by or under the influence of alcohol or drugs is not permitted. The unlawful manufacture, distribution, dispensation, possession, concealment or sale of alcohol or drugs while on duty, during breaks, while on City property, or in City vehicles is also prohibited. This also applies to the possession of related items, such as alcoholic beverage containers and drug paraphernalia.

In addition to alcohol, prohibited substances in the workplace include drugs that are considered controlled substances, as defined by federal and state statutes, including synthetic narcotics, designer drugs, and prescription drugs unless approved by and used in accordance with directions of the employee's physician. The employee **must read all labels** carefully and **is responsible** for **checking with their** physician or pharmacist to **ensure that** the use of a prescription drug while working **does not** pose a significant risk of harm to the employee or others in light of **their** normal job duties, or would have a negative impact on **their** work performance.

Employees who are caught violating these drug and alcohol policies will be subject to immediate termination of employment.

3.7.1 Education. The City has established a Drug-Free Awareness Program to assist employees to understand and avoid the perils of drug and alcohol abuse. This program is intended to be an ongoing educational effort to prevent and eliminate drug and alcohol abuse that may affect the workplace. This program informs employees about 1) the dangers of drug and alcohol abuse in the workplace, 2) the City's policy of maintaining a drug and alcohol free workplace, 3) the availability of drug and alcohol treatment, counseling and rehabilitation programs, and 4) the penalties that may be imposed upon employees for drug and alcohol abuse violations. As part of this program, the City provides educational materials that explain the City's policies and procedures. Employees are provided with information concerning the effects of alcohol and drug use on an individual's health, work and personal life, signs and symptoms of an alcohol or drug problem, and available methods of intervening when an alcohol or drug problem is suspected, including confrontation and/or referral to management. Supervisors receive additional training on drug use and on alcohol misuse to determine whether reasonable suspicion exists to require an employee to undergo drug and/or alcohol testing. This training covers the physical, behavioral, speech, and performance indicators of probable drug use and alcohol misuse.

3.7.2 Testing. The City does not have an active random drug testing program for all City employees. The City **DOES** require employees who are subject to U.S.

Department of Transportation (DOT) Commercial Drivers License (CDL) rules to submit to urine testing for use of prohibited drugs and alcohol on a random basis.

The City also reserves the right to require employees in “Safety-Sensitive” or “Security-Sensitive” positions to submit to urine testing for use of prohibited drugs and alcohol on a random basis. Examples of employees who are in safety-sensitive positions are firefighters/ambulance drivers, and police officers who carry firearms. Examples of employees who are in security-sensitive positions are police officers and any police department employee, including clerical workers, who have access to information concerning ongoing criminal investigations and criminal cases. Additional positions may be included in the safety or security-sensitive category if approved by the Mayor, Staff Attorney, and Department Head. .

3.7.3 Testing Circumstances. The City does reserve the right to require all employees to submit to urine drug testing and Breathalyzer alcohol testing to determine usage of drugs and/or alcohol in the following circumstances:

- 1) When City officials have a reasonable suspicion that an employee has violated any of its prohibitions regarding the use of alcohol or drugs. Reasonable suspicion is based on specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee. The required observations must be made by a supervisor or City official who is trained in detecting the signs and symptoms of drug use or alcohol misuse.
- 2) When City officials have a reasonable suspicion based on observations or credible information submitted to the City, that the employee is currently using, impaired by, or under the influence of drugs or alcohol.
- 3) Prior to an employee’s return to work when that employee has engaged in any of the City’s prohibitions concerning use of alcohol or drugs (unless the violation has resulted in termination) or where the employee has agreed to follow-up testing after disciplinary action for a positive drug and/or alcohol test, or when made a condition of continued employment or reinstatement following an approved treatment, counseling or rehab program.
- 4) Following a serious or potentially serious accident or incident, or where an employee injured him/herself, injured another person, damaged equipment or property, violated safety precautions, or performed careless acts, and where the circumstances create reasonable suspicion that the employee may have been under the influence of drugs or alcohol.
- 5) When any prohibited drug or alcoholic beverage is found in an employee’s possession at work, is attributed to the employee found on City property, or in City vehicles where the employee was the principal operator.
- 6) When the test results of any authorized drug test indicate the need for additional testing, as determined by a medical review officer, or where any authorized drug test must be canceled due to a problem with the collection, chain of custody or other procedure.

In reference to sections 3.7.3 (1) and (2) above, where the employee is actually impaired (or suspected to be impaired) by drugs or alcohol at the time of discovery, they will be taken (driven) to the clinic by a manager or supervisor where the drug/alcohol testing is performed. Impaired (or suspected impaired) employees **WILL NOT** be allowed to transport themselves for testing.

In addition, the City reserves the right to require all employees to submit to urine drug testing as part of any lawful required physical examination, including a fitness for duty examination, a periodic physical examination, or a pre-employment examination after a conditional job offer has been extended.

Arrangements for pre-employment testing shall be made through the Human Resource office and handled as part of the pre-employment process. Arrangements for all other urine testing **MUST** be coordinated by the Human Resource office and the Staff Attorney, with the testing to be done the same day, as soon as possible after approval is received. Under these circumstances, a manager or supervisor must accompany the employee for testing. If the testing is done due to reasonable suspicion, the testing facility must be requested to provide observation of the employee. Employees must submit to all required tests unless they have a valid medical explanation. The City will not permit an employee who refuses to submit to required testing to perform or continue to perform their assigned tasks. Refusal to execute any required consent forms, refusal to cooperate regarding the collection of samples, failure to submit to collection, or the attempted submission of an adulterated or substituted urine sample shall be deemed refusal to submit to a required test and can be grounds for immediate termination of employment.

Any employee required to undergo post-accident testing shall not use alcohol for eight hours following the accident, or until after completion of the post-accident alcohol test. For other information on testing of Commercial Driver License (CDL) holders, see “Drug and Alcohol Testing” in the “Employment Section” of this manual.

- 3.7.4 **Penalties.** Employees who voluntarily turn themselves in for drug and/or alcohol treatment **PRIOR** to being caught (arrested/convicted) or identified through a bonafide drug test (City directed or otherwise) as violating the City’s drug and/or alcohol policies, or employees who are “recovering drug addicts” as defined by the Americans with Disabilities Act (ADA) shall be afforded all the job protections extended by the ADA while they are undergoing treatment and post-treatment recovery. Employees who are otherwise caught or identified as violating the City’s drug and/or alcohol policies prior to self-disclosure or identification are subject to disciplinary actions, up to and including immediate termination of employment.

Employees who refuse (without a valid medical explanation) to take a mandated test for drugs or alcohol, or who have a positive drug or alcohol test result, are

subject to disciplinary action up to and including termination of employment. A “positive” test will be defined as a verifiable positive drug test or an alcohol test showing an alcohol concentration of greater than 0.00%. If the employee is not discharged, in order to return to work following a positive test, an employee must (1) have a verified negative drug test and/or an alcohol test showing an alcohol concentration of 0.00%, and (2) be evaluated and released by a substance abuse professional. In addition, the employee shall be subject to follow-up testing for a period not to exceed 24 months from the date of the employee’s return to work, in accordance with the professional’s recommendations.

In the case of a positive test result for drugs, the employee has the option to request a second test of a split sample, to be paid for by the employee. If the second test comes back positive, the employee may be discharged immediately. If the second test comes back negative, the employee may be reinstated and reimbursed for the cost of the second test.

An employee who is tested for alcohol under DOT guidelines and found to have an alcohol concentration of greater than 0.00% may not return to duty until the start of his/her next regularly scheduled shift, but not less than 24 hours following administration of the test. With such employees, the City reserves the right to require return-to-work testing and follow-up testing, based on a substance abuse professional’s recommendation.

The costs for any follow-up testing which yield positive test results will be the responsibility of the employee. The City will be responsible for any costs associated with the follow-up tests which yield negative results.

Employees are also subject to disciplinary action up to and including discharge for receiving any criminal drug statute conviction, and/or failing to notify the City of such conviction within five days. The City reserves the right to consider extenuating circumstances and impose lesser discipline when such action is deemed appropriate.

3.7.5 Medical Marijuana. Amendment 98 to the Arkansas Constitution has legalized the use of medical marijuana for certain qualifying individuals. Amendment 98 also includes a “Safe Harbor” provision for employers who employ employees in “Safety and/or Security Sensitive Positions”. In accordance with the amendment, the City has reviewed all their employment positions and has designated on each job description whether the position is safety and/or security sensitive or non-safety sensitive. [Additionally, the City](#) also complies with U.S. Department of Transportation’s commercial drivers licensing requirements. Whenever new positions are added, or periodically when existing positions are reviewed, the “safety and/or security sensitive” status of each position is reviewed, and changes are made accordingly.

- 3.8 Use of City Property by Employees.** City property, equipment, and supplies, of any kind or description, to include City vehicles, are for public (City) use only. The use of City property, equipment, and supplies is prohibited for private use or gain. Any

exceptions, including solicitations for any reason by employees or outside parties, must be approved by the Mayor. For information on use of City vehicles, please refer to the City's Vehicle and Travel Policies. For information on use of City computers, please refer to the City's "Technology Users Agreement".

3.9 Solicitation. With the exception of the annual United Way campaign or any other activity approved in advance by the Mayor, any kind of solicitation on City property or in any City building or vehicle is not allowed during any times that employees are performing work. Soliciting products or services is a "Privilege" extended by the City. Employees who wish to contact fellow employees concerning fundraising activities or for purchasing products or services must do so when they are on their break/lunch and their co-workers are also on their break/lunch. Additionally, employees who engage in fundraising activities are solely responsible for the safeguarding of any money collected. Department heads or managers and the Mayor have the right to restrict or limit solicitations to morally or socially acceptable products or services and to exclude any items that are unacceptable in a work environment. Employees who violate solicitation rules will have their privilege revoked.

3.10 Political Activity. City employees are encouraged to be informed about politics and to exercise their vote freely at every election. However, to insure impartiality and non-partisan public service, any actions that constitute inappropriate political activity will not be allowed.

3.10.1 Participating in Political Activities. No employee shall participate in **ANY** political activities on City property during any hours where employees are physically working. This includes political activities for any governmental or non-governmental office. Political activities are defined as actual campaigning (soliciting people to endorse or vote for a candidate), or supporting campaigning activities (raising funds to support political candidates or issues, assembling or distributing campaign literature, making phone calls, sending letters, etc. These activities, like solicitation, should only be done during times when the employee is on their break/lunch and their co-workers are also on their break/lunch. To avoid the potential of persons assuming the City endorses any particular candidate, cause, or issue, employees who wish to participate in ANY political activities **MAY NOT** do so while wearing a City uniform or any part of a City uniform.

Per ACA 7-1-103(a)(2)(A) "It shall be unlawful for any public servant, as defined in [§ 21-8-402](#), to devote any time or labor during usual office hours toward the campaign of any other candidate for office or for the nomination to any office".

There may come an occasion where City employees may come into "incidental contact" with people participating in the political process during working hours. These incidental contacts should be kept to a minimum in terms of time frequency.

3.10.2 City Property. Use of City property or facilities, including vehicles, offices, office equipment (including telephones, copiers, computers, and fax machines, and any supplies, etc. for campaigning by incumbents or candidates is prohibited. “It shall be unlawful for any public officer, deputy or assistant who may be a candidate for the nomination to any office, or who may be a candidate for any office to be voted for at any election, to use any office or room furnished at public expense for his political headquarters or to send out or distribute any letters, circular or any other campaign literature from such public office or room.”

3.10.3 Campaign Literature. Per ACA 7-1-103(6) “It shall be unlawful for any campaign banners, campaign signs, or other campaign literature to be placed on any cars, trucks, tractors, or other vehicles belonging to the State of Arkansas or any municipality or county in the state”. Additionally, City employees may not wear or display any campaign materials, badges, buttons, patches, or any other type of political advertising or candidate endorsements during working hours or on any City uniform or City vehicle.

3.10.4 Leave of Absence. Any person desiring to run for election to any municipal office of the City shall be allowed to take a leave of absence without pay upon announcement of their candidacy. Paid vacation time may also be used. Whether or not the employee is on leave or vacation, he/she will not be allowed to conduct campaign matters during working hours, as stated above under “Partisan Politics,” of the employee doing the soliciting or the one being solicited. Working hours do not include lunch or break times.

3.11 Discipline. The orderly and efficient operation of the City requires that employees maintain discipline and proper personal standards of conduct at all times. The purpose of discipline is to produce a change, or “corrective action” in the employee’s behavior so that his/her future conduct complies with City policies, and supports the attainment of City objectives. Adhering to proper standards of conduct and quality of workmanship are necessary to protect the health and safety of all employees, customers, and citizens and to maintain uninterrupted productivity.

3.11.1 Examples of Inappropriate Conduct. Types of behavior and conduct that the City considers inappropriate **include, but are not limited to**, the following:

- Falsifying employment or any other City records;
- Violating any City nondiscrimination or harassment policy;
- Soliciting or accepting gratuities from citizens;
- Excessive absenteeism or tardiness;
- Sleeping on the job;
- Excessive, unnecessary or unauthorized use of City property;
- Reporting to work or being on standby duty while intoxicated or under the influence of non-prescribed drugs or participation in the illegal manufacture, possession, use, sale, distribution or transportation of drugs;
- Buying, using, or selling alcoholic beverages while on City property, unless specifically authorized by the Mayor;

- Buying, using, or selling alcoholic beverages during an employee's working hours or while "On Duty";
- Buying, using, possessing or selling illegal "Controlled Substances" **ANYTIME**;
- Fighting or using obscene, abusive, or threatening language or gestures;
- Theft of property;
- Unauthorized possession of firearms on City premises or while on City business;
- Disregarding safety or security regulations, including the operation of City vehicles in an unsafe manner;
- Insubordination;
- Possessing, displaying, reading, watching or distributing "Pornography" on City property.
- Neglect or carelessness resulting in damage to City property, equipment or vehicles, or to property belonging to others;
- Engaging in negative conduct, on or off the job, that would bring embarrassment or discredit to, or would tarnish the reputation of the City;
- Smoking or using tobacco products (including simulated tobacco products) inside any City buildings, garages or vehicles;
- Walking off the job or leaving the work area without the permission of a manager/supervisor;
- Inappropriate and unprofessional use of City radios;
- Improper use or abuse of City-paid cell phones;
- The Illegal or improper use of City office machines and information systems, including internet, e-mail, and software;
- Making racist, sexual, or derogatory comments of any kind based on race, gender, sex, religion, national origin, or any other federally protected category;
- Displaying or projecting rude or offensive behavior toward employees, citizens, visitors, or patrons;
- Failing to perform required or assigned work duties;
- Failing to report a workers compensation injury immediately upon it happening.
- Engaging in misconduct while in a "Work Standby" status or being unable to report to a work scene/assignment while in a work standby status.
- Performing work of any kind while off the clock, including creating and/or answering emails, text messages or phone calls.
- Refusing to work or follow instructions from a manager or supervisor.

Should an employee's performance, behavior, work habits, overall attitude, conduct or demeanor, either on or off the job, become unsatisfactory and in violation of any of the above referenced items or any other City policies, rules or regulations, an employee will be subject to disciplinary action up to and including termination of employment. Nothing set forth in this section should be construed as to waive or alter the City's at-will employment policy.

3.11.2 Counseling. Counseling by the department manager/supervisor may be conducted at any

time, for something that is not of a serious enough nature to require disciplinary action. The intent of counseling is to correct the problem, rather than disciplining the employee.

3.11.3 Disciplinary Actions. Verbal and written warnings are, under the law, considered disciplinary actions. The City follows a progressive discipline process however any level of the following disciplinary actions may be taken dependent on the nature and severity of the offense or deficiency, in no particular sequence. Incidents, whether isolated or frequent, that are considered malicious, negligent, careless, or reckless may warrant immediate and severe disciplinary action, up to and including termination. Mitigating circumstances, such as the employee's previous work record, disciplinary record, length of service, and other factors may be considered in imposing discipline. Nothing set forth in this section should be construed as to waive or alter the City's at-will employment policy.

3.11.3.1 Informal Counseling. Managers and supervisors may engage in informal counseling, both verbal and written, as situations and circumstances may dictate. These can also form the basis for more formal counseling as listed below.

3.11.3.2 Verbal Reprimand. A manager/supervisor may give an employee a verbal reprimand without further review outside his/her department. The manager/supervisor should document such action taken for future reference. If a verbal reprimand is documented, a copy shall be forwarded to the Human Resources Office for filing in the employee's personnel file. The HR Office shall be responsible for maintaining a tickler file and removing verbal reprimands from employees' files after twelve (12) months if approved by the manager/supervisor and if no additional verbal reprimands are received.

3.11.3.3 Written Reprimand. A manager/supervisor may give an employee a written reprimand without further review outside his/her department. A written reprimand is considered more serious than a verbal reprimand. The manager/supervisor must document **IN WRITING** such action taken. If a written reprimand is given, to an employee, the employee must sign it, and a copy shall be forwarded to the Human Resources Office for filing in the employee's personnel file. The HR Office shall be responsible for maintaining a tickler file and removing written reprimands from employees' files after twelve (12) months if approved by the manager/supervisor and no additional written reprimands are received.

3.11.3.4 Performance Improvement Plan (PIP) If an employee is having performance problems that have not been effectively dealt with using verbal or written reprimands, the manager/supervisor can place the employee on a PIP. The PIP outlines **IN WRITING** past performance history and sets performance standards that the employee is obligated to meet to continue their employment. Typically, the PIP is the last

step to suspension, demotion or termination. If the employee is placed on a PIP, the employee must sign it, and a copy shall be forwarded to the Human Resources Office for filing in the employee's personnel file. PIPs become a permanent part of the personnel file and are not removed.

3.11.3.5 Suspension, Demotion, or Discharge. These are the very last steps in the progressive discipline process. In the case of a suspension (with or without pay), demotion or discharge action, the supervisor shall:

- First, visit with Human Resources for a complete review of the employee's performance issues and past corrective actions taken.
- Second, providing the documentation exists to support one of these disciplinary actions, the next step is a review by the Staff Attorney who will provide the Mayor with a recommendation.
- Third, the final decision regarding whether suspension, demotion or termination is appropriate will be made by the Mayor.
- If an emergency situation arises, the employee may be suspended with pay pending discussion and decision. Police and Fire Department employees shall be covered by their department-specific policies.

A salaried employee may be placed on suspension without pay only if

suspended due to infractions of safety rules of **MAJOR** significance,

or unless the suspension is for a minimum of a full workweek.

3.12 Investigations Whenever there appears to be a "Policy Violation" it may become necessary for the City to conduct an investigation into the circumstances of the alleged violation(s). This process is important to preserve public confidence and internal morale and should be conducted in coordination with the Human Resources Department and Legal Department. Depending upon the seriousness and nature of the complaint, and following consultation with these departments, the investigation may involve personal interviews with employees and other witnesses.

In processing complaints and handling investigations, the City will uphold and defend the legal rights of employees and follow proper procedures called for by pertinent laws when interviewing an employee. Following the investigation,, findings shall be documented and referred to the Department Head for disposition

and recommendation. Types of dispositions include:

- A. Unfounded - Allegation is false or not factual;
- B. Sustained - Enough evidence to prove allegation;
- C. Not Sustained - Not enough evidence to prove or disprove allegation; and
- D. Exonerated - Incident happened, but employee's actions were lawful and proper.

These findings ensure that complaints are investigated, while also Protecting employees from unfounded complaints.

After evaluation of facts and circumstances of a sustained complaint, the Department Head may consider and implement proper disciplinary action, upon consultation with the Human Resources Department and Legal Department, and subject to other pertinent provisions of the personnel policy (particularly with regard to suspension or termination).

Section 4. TERMINATION OF EMPLOYMENT

- 4.1 **At-Will Employment.** At-Will employment is described in detail in Section 1, paragraph 1.1 of this Personnel Policy Manual. All City employees are at-will employees and the final decision concerning **terminating** a City employee's employment **resides** with the Mayor. Decisions concerning terminations by the City of any City employee shall be made by the Mayor after reviewing the recommendations of the employee's manager or supervisor, the employee's department head, human resources, and the staff attorney.
- 4.2 **Resignation.** Employees desiring to end their employment relationship with the City are strongly urged to notify the City at least two weeks in advance of their intended resignation. **The** notice should be given in writing to the employee's supervisor, **or manager**, and should include the reason for leaving and the effective date. Two weeks' notice is understood to mean the resigning employee will be available for work during this two week notice period. **Once notice of resignation is given employees are not allowed to take vacation to extend their termination date.** It is up to the discretion of the manager/ supervisor to allow employees to take compensatory time during the notice period, prior to their actual termination date. Similarly, after giving notice, a manager/supervisor can end the employment relationship prior to the established

departure date due to lack of work, absenteeism, behavior/attitude problems, or to facilitate the hiring of a replacement employee earlier than anticipated. Additionally, after giving notice, any employee not reporting to work or not calling in for [twenty-four](#) hours will be considered to have abandoned their job. Their final paycheck will be issued with the next regular payroll.

Once an employee provides a written letter of resignation, the City considers it to be “Binding”. It is solely up to the discretion of the manager or supervisor if they choose to allow the employee to rescind the resignation letter.

- 4.3 **Retirement.** Any employee contemplating retirement is asked to discuss his/her decision with their manager/supervisor and the human resources office at least two months ([60 days](#)) prior to the anticipated retirement date. Retirement is defined as making a formal written application with the Arkansas Public Employee Retiree System (APERS) or Local Police & Fire Retirement System (LOPFI), receiving written notice of eligibility and acceptance from APERS/LOPFI [which includes confirmation of first pension payment date from the Pension agency](#). Employees who leave employment with the City before meeting these retirement requirements will be deemed to have “resigned”. Exceptions to this requirement can only be approved by the Mayor. See “Retirement” in the Other Benefits Section for further information.
- 4.4 **Refusal to Work.** A City employee’s commitment is to public service. Any pattern of deliberate avoidance of response to pages, phone calls, emails, texts, or any other forms of communication, or any work stoppage, slowdown, strike or other intentional interruption of the operations of the City can result in termination of their employment.
- 4.5 **Discharge Actions.** As noted in paragraph 4.1 above, all [involuntary terminations](#) must be approved in advance by the Mayor. A copy of the [termination](#) documentation will be filed in the employee’s personnel file. See the paragraph on “Final Paychecks” below for additional information.
- 4.6 **Layoffs.** Circumstances such as lack of work, reorganization, lack of funds, etc., may result in positions being eliminated. If these circumstances occur, employees in some positions will be laid off. The City will lay off the necessary number of employees according to recommendations from the Department manager/supervisor, Department Head, Human Resources, and the Staff Attorney. Primary consideration will be given to the needs and requirements of the City and each department. The City will give equal consideration to an employee's ability and performance of the duties required in the job and consideration to an employee's length of continuous service with the City. Every effort will be made for transfers to other departments when a position is open for which the employee qualifies. All impacted employees will be given at least two weeks’ notice, and may be allowed leave with pay during that notice time for the purpose of job hunting elsewhere. See Section 1, paragraph 1.9 concerning “Former Employees” and information on the return of laid-off employees.
- 4.7.1 **Exit Interviews.** Upon notification of a full-time employee’s resignation, [Human Resources](#) shall schedule an exit interview with human resources prior to the employee’s

last day of employment. The purpose of the exit interview is to allow the employee to provide valuable feedback on their service with the City, including problem areas and to recommend changes that the City can make to improve working conditions. This is not an opportunity to verbally abuse managers or supervisors. [If an employee refuses to participate an exit interview it will be noted on the exit interview document and kept in their personnel file.](#) When meeting with human resources, the employee may choose not to participate in the exit interview and that refusal will be noted on the exit interview form. Feedback from the exit interview will be forwarded to the employee's department head or manager and the Mayor [if the employee is a Department Head.](#)

4.8 Recovery of City Property. On or [prior to the](#) last day of an employee's service with the City, the employee's manager/supervisor should ensure that the employee has turned in all their City Property. This includes, but is not limited to, keys, badges, cell phones, [key fob](#), lap top computers, city-issued equipment, PDAs, vehicles, and uniforms. Employees who are missing items should be afforded an opportunity (before they leave) to locate these missing items and turn them in. If an item cannot be located, the employee should be afforded an opportunity to "voluntarily" reimburse the City for the missing item. If the missing item is a "low value" item, it is up to the discretion of the manager/supervisor to decide whether to pursue "mandatory reimbursement" for the item through legal channels. If the item is a "high value" item, or the manager/supervisor wants to pursue "mandatory reimbursement" for the item through legal channels, the manager/supervisor should consult with the staff attorney. The City does have the authority to deduct the cost/value of any lost or missing items for the departing employee's final pay. As part of the check-out process, the manager/supervisor should complete an "exit checklist" on the departing employee and forward it to human resources.

4.9 Final Paychecks. In all voluntary termination cases, the final paycheck will be issued with the next regular payroll. The final paycheck will also be a "hard" check. It will not be a direct deposit check. Refer to Arkansas Code 11-4-405 concerning information on final paychecks. The City does allow a department head or human resource representative to request that the final paycheck be issued at the time of separation if requested in advance. The department can request the check be sent to the former employees department [to be picked up, or the final pay can be picked up in the Human Resources Department](#) by the terminated employee.

Any unused vacation and compensatory time will be paid out with the final paycheck. Any employee who has accrued compensatory time off shall be paid for the unused compensatory time at the pay rate at the time of separation. Any deductions that are due or will become due in the month of termination (whether voluntary or involuntary) will be deducted in total on the final paycheck. This includes but is not limited to Health, [Dental, Vision, and any other voluntary deductions such as life insurance, short term disability, etc.](#) remitted in monthly increments by the City.

4.10 Employment Verification. All requests for [employment verifications](#) shall be referred to the human resources office, which will respond to the requests after receipt of a consent form signed by the former employee, in accordance with Act 1474 of the 1999

Section 5. VACATION AND HOLIDAYS

- 5.1 **Vacation.** All “Regular” full-time and “Regular” part-time employees accrue, and are eligible for paid vacation benefits. Employees are eligible to start taking paid vacation as soon as they earn it. Temporary and seasonal employees are not eligible for vacation benefits. Employees may only use vacation time that they have actually accrued. Employees may not go “in arrears” with their vacation account. It should be understood that the vacation policy simply sets out a method of computing vacation time. This method in no way alters the City’s at-will employment policy as described in the Employment Section.
- 5.1.1 **Maximum Accumulation.** Vacation time may be accumulated up to a maximum of 30 days or 240 hours at the end of the calendar year, except for 24-hour shift firefighters whose maximum accumulation is 14 days or 336 hours. That amount may be carried over into the new year. Vacation hours in excess of 240/336 at the end of the calendar year will be lost. In rare or unusual circumstances, the Finance Director and/or the Mayor may approve an exception to this policy and allow an employee to carry over additional vacation hours in excess of 240/336.
- 5.1.2 **Termination.** Any unused vacation and compensatory time is paid out upon termination. The maximum pay out for accrued vacation and accrued compensatory time off is the balance of the employee’s vacation and compensatory time banks. Employees may not take “Terminal Vacation” when leaving employment with the City. Terminal vacation is defined as taking accrued vacation in conjunction with a written resignation or retirement.
- 5.1.3 **Approval.** Managers and Supervisors at all levels should encourage and support their employees to use reasonable amounts of vacation annually. No employee is so important or critical to operations that they should be denied vacation or discouraged from taking it. Approval to take accrued vacation must be obtained in advance from the employee’s supervisor. Employees are encouraged to submit their vacation requests at least two weeks in advance, but each department head or manager shall decide whether his/her department’s operation can operate effectively with less notice, and shall determine the amount of advance notice needed in that department. Approval is granted at the discretion of the employee’s manager/supervisor, who has the right to deny a request for a particular date or dates, taking into consideration workload and staffing issues. Department heads, who report directly to the Mayor, must obtain the Mayor’s approval in advance before taking vacation. Requests and approvals shall be [submitted through the automated time keeping system](#). If the employee is on vacation (or sick leave) status when City operations shut down for reasons such as

inclement weather, he/she will be paid out of that leave bank. If an employee is on vacation and becomes sick or injured, and would qualify for sick leave, they can change their status from vacation to sick leave by presenting a doctor's letter or note indicating the sickness or injury to the department manager or supervisor immediately upon return.

5.1.4 Accrual. Vacation is accrued from the date of hire, to be taken as approved by the employee's manager or supervisor. Increases in accrual rates occur on the employees' anniversary date, as set forth in the tables below. The accrued vacation for each pay period is available to be taken after the pay period in which it was accrued. For ease of understanding, "Hourly Firefighter" refers to those hourly firefighters who work an 8-hour shift. "Shift Firefighter" refers to those hourly firefighters who work a 24-hour shift, also known as a "Tour of Duty". Salaried firefighters are considered salaried employees.

As defined under Arkansas Code 14-53-107, the "15 Days" of annual vacation for shift firefighters is based on "8-Hour" days, or a total of 120 hours per year. The City meets or exceeds that requirement. The accrual rate is as follows:

5.1.4.1 HOURLY Includes all hourly employees except Police Officers, Telecommunicators, Hourly Firefighters, and Shift Firefighters.

From date of hire through second anniversary date	3.08 hours per pay period (Total of 80 hrs or 10 days/yr)
From beginning of third year through fifth anniv. Date	3.69 hours per pay period (Total of 96 hrs or 12 days/yr)
From beginning of sixth year through tenth anniv. Date	4.62 hours per pay period (Total of 120 hrs or 15 days/yr)
From beginning of 11th year through 15th anniv. Date	5.54 hours per pay period (Total of 144 hrs or 18 days/yr)
From beginning of 16th year through 20 th anniv. Date	6.15 hours per pay period (Total of 160 hrs or 20 days/yr)
From beginning of 21 st year through 25th anniv. Date	6.77 hours per pay period (Total of 176 hrs or 22 days/yr)
From beginning of 26th year until end of employment	7.38 hours per pay period (Total of 192 hrs or 24 days/yr)

5.1.4.2 FULL-TIME FIREFIGHTERS – "Shift Firefighter" (26 Pay Periods

Per Year) The definition of a “Tour of Duty” is 24 hours.

From date of full-time hire through tenth anniversary date	6.47 hrs per pay period (Total of 168 hrs or 7 tours of duty)
From beginning of 11th year through 15th anniv. Date	8.31 hrs per pay period (Total of 216 hrs or 9 tours of duty)
From beginning of 16th year through 20 th Anniv Date	9.23 hrs per pay period (Total of 240 hrs or 10 tours of duty)
From beginning of 21 st year through 25 th anniv. Date	11.08 hours per pay period (Total of 288 hrs or 12 tours of duty)
From beginning of 26 th year until end of employment	12.92 hours per pay period (Total of 336 hrs or 14 tours of duty)

**5.1.4.3 ALL SALARIED EMPLOYEES, POLICE OFFICERS,
TELECOMMUNICATORS, AND “HOURLY FIREFIGHTERS” 26**

Pay Periods Per Year.

From date of hire through fifth anniversary	4.62 hours per pay period (Total of 120 hrs or 15 days/yr)
From beginning of sixth year through tenth anniversary	5.54 hours per pay period (Total of 144 hrs or 18 days/yr)
From beginning of 11th year through the 15th Anniv. Date	6.15 hours per pay period (Total of 160 hrs or 20 days /yr)
From beginning of 16th year through 20 th Anniv. Date	6.46 hours per pay period (Total of 168 hrs or 21 days/yr)
From beginning of 21 st year through 25 th anniv. Date	6.77 hours per pay period (Total of 176 hrs or 22 days/yr)
From beginning of 26 th year until end of employment	7.38 hours per pay period (Total of 192 hrs or 24 days/yr)

5.1.4.4 PART-TIME - Per Hours Worked in Pay Period

(Note: Seasonal employees are not eligible for vacation.)

From date of hire through tenth anniversary date	.0385 times number of hours worked in pay period
From beginning of 11th year until end of employment	.0577 times number of hours worked in pay period

5.1.4.5 Birthday/Personal Day All regular full-time employees, except Police Officers, Telecommunicators, and Firefighters will be provided eight hours of birthday/personal leave. The employee and their manager/supervisor need to work out an appropriate time to take the birthday/personal leave, taking into consideration department workload and staffing issues. The Birthday/Personal Day can be taken anytime within the calendar year and can be taken in time increments as small as one (1) hour. Any unused Birthday/Personal Leave hours will not carryover to the following year. A Birthday/Personal Day that is unused at the date of termination will not be paid out. Newly hired employees are eligible for this benefit only if their birthday has not passed at their time of hire, or conversion from a part-time or seasonal status.

5.2 Holidays

5.2.1 Schedule. All regular full-time employees, except Police Officers, Telecommunicators, Hourly Firefighters, and Shift Firefighters as referenced below, will be paid for the following holidays, at their regular rate of pay. The Mayor is empowered to proclaim other holidays. If a holiday occurs on Saturday, it will be observed the previous workday. If it occurs on Sunday, it will be observed the next workday. If a holiday falls within an employee's scheduled vacation, the holiday will be recorded as holiday pay, not vacation. The Mayor

can adjust the annual holiday schedule as necessary.

New Year's Day - January 1

Martin Luther King – third Monday in January 5)

President's Day - third Monday in February

Memorial Day - last Monday in May

Independence Day - July 4

Labor Day - first Monday in September

Veterans Day - November 11

Thanksgiving Day - fourth Thursday in November

Friday following Thanksgiving Day

Christmas Eve - December 24

Christmas Day - December 25

5.2.2 Holiday Pay

5.2.2.1 Police Officers, Telecommunicators, Salaried Firefighters, and Hourly Firefighters. With a total of 12 paid holidays, equaling 96 holiday hours paid each year, all the above listed employees will be paid their holidays hours divided equally over the 26 pay periods for the year, instead of taking the actual holiday off. To be off work on the actual holiday, they must take a vacation day.

5.2.2.2 Shift Firefighter. For hourly shift firefighters, the definition of their “day” (as applied to holiday compensation) will be eleven hours. With a total of twelve holidays, equaling 132 holiday hours paid each year, Firefighters will be paid for their holiday hours divided equally over the 26 pay periods for the year, instead of taking the actual holiday off. To be off work on the holiday, they must take a vacation day.

As defined under Arkansas Code 14-53-107, “Holiday Pay” for shift firefighters is based on “8-Hour” days, or a total of 96 hours per year. The City meets or exceeds that requirement.

5.2.2.3 All Other Departments. If any other regular full-time hourly employee is required to work on the holiday, he/she will receive pay for hours worked, plus the eight hours of holiday pay. If the employee's hours (including the eight hours of holiday pay) exceed 40 hours that week, he/she will receive time and a half, or overtime pay, for any hours worked over the 40.

5.2.2.4 General Information. If an employee is on any bonafide leave of absence (i.e. FMLA, annual military leave, sick leave, workers compensation leave, bereavement leave, jury duty), he/she will be paid holiday pay if the approved holiday falls during this bonafide leave period. If the employee is NOT on a bonafide leave of absence, they WILL NOT be paid for the approved holiday. Employees who are on

extended active military duty are not eligible for paid holidays.

If an employee is absent due to illness the work day (shift) before or the work day after a holiday (or the designated holiday for employees who's work requires them to work on the actual holiday), the department manager will require the employee to provide a doctor's note in order for the employee to receive the holiday pay.

Section 6. SICK LEAVE

6.1 Sick Leave

6.1.1 **Accumulation for Firefighters, Police Officers, and Telecommunicators.**

Full-time firefighters accumulate sick leave at the rate of 18.47 hours per pay period, for 26 pay periods/year, which totals 20 workdays or 480 work hours (20 days x 24 hours) per year (reference ACA 14-53-108). At the end of the calendar year, firefighters can maintain a maximum sick bank balance of 90 workdays or 2160 work hours (90 days x 24 hours) according to state law.

Police officers and telecommunicators accumulate sick leave at the rate of 6.15 hours per pay period, for 26 pay periods/year, which totals 20 workdays or 160 work hours (20 days x 8 hours) per year (ACA 14-52-107). At the end of the calendar year, police officers and telecommunicators can maintain a maximum sick bank balance of 90 workdays or 720 work hours (90 days x 8 hours).

Any excess accrued hours above the maximum are subtracted from the employees' Sick Leave Bank at the end of each calendar year. Upon termination of employment by actual retirement (must be eligible for, and apply for, and actually receive retirement benefits at the time of separation) or death, employees are paid for accumulated sick leave at the rate of pay they are earning at retirement or death, not to exceed 520 hours (720 hours for shift firefighters) of salary. No sick leave will be accrued while the employee is in an unpaid leave status.

6.1.2 **Accumulation For All Other Regular Employees.** Sick leave for all other regular full-time employees is also accumulated at the rate of 6.15 hours per pay period, which totals 20 workdays or 160 work hours per year (20 days x 8 hours). At the end of each calendar year, they can carry over a maximum of 90 workdays

or 720 work hours (90 days x 8 hours).

Any excess accrued hours above the maximum are subtracted from the employee's Sick Leave Bank at the end of each calendar year. Upon termination of employment by actual retirement (must be eligible and apply for and receive retirement benefits at the time of separation) or death, employees are paid for accumulated sick leave at the rate of pay they are earning at termination or death, not to exceed 520 hours of salary. This benefit may only be paid to an employee One (1) time. Employees who are former retirees and have returned to work are not eligible for this benefit

As of 12/31/2004, Employees who had more than 720 hours in their sick leave bank (based on past policy) are "grandfathered" to keep those hours. Effective 1/1/2005, employees with accrued sick hours in excess of 720 will have those excess hours placed in a separate account. In the case of illness or injury, those hours will be used first and once they are exhausted and their balance is reduced to below 720 hours, this separate account will be closed.

6.1.3 **Eligibility.** A regular full-time employee is eligible to use accrued sick leave once it is earned. Accrued sick leave for each pay period is available to be taken during or after the pay period in which it was accrued.

6.1.4 **Purpose.** Sick leave is intended solely to provide income protection for the employee due to reasons such as illness, injuries away from the job, pregnancy, childbirth, and doctor appointments. Sick leave may be used to care for the employee themselves, their legal spouse, their parent, grandparent, and child (adopted, foster, or legal step-child) regardless of age. Approval of requests for exception to the policy must come from the Mayor in writing. In the case of doctor's appointments, the employee must notify his/her supervisor in advance, except in the case of emergencies. Sick leave may be used for the time spent traveling to and from the doctor's office in addition to the duration of the appointment. Unless the doctor refuses to release the employee to return to work, the employee is expected to return to work after the appointment, unless his/her shift would be ended at that time. If an employee appears to be too sick to work, the supervisor has the authority to require the employee to go home. If this situation occurs, accrued vacation pay or compensatory time may be substituted for sick pay at the employee's discretion, unless they are on restricted sick leave. If the employee is on vacation or sick leave when City operations shut down for reasons such as inclement weather, he/she will be paid out of the leave category that they are in at the time operations are shut down. If an employee is on vacation and becomes sick or injured, and would qualify for sick leave, they can change their status from vacation to sick leave by presenting a doctor's letter or note indicating the sickness or injury to the department manager or supervisor immediately upon return.

6.1.5 **Management of Sick Leave/Pay.** Sick pay is provided by the City as a benefit to avoid loss of pay on those occasions where employees must miss work due to

illness or doctors' appointments. Employees need to understand that sick pay is not an entitlement, like vacation, where employees are expected to use all the hours in their accounts. It is provided as a "financial safety net". An employee does not have the "right" to take off a certain number of hours every month and is not automatically entitled to all the sick pay hours in their account if they are not sick or do not have doctor appointments. **Probationary employees who use more than 16 hours of sick time during their probationary period are subject to termination, unless extenuating circumstances exist.**

The City has established a "Standard" for the use of sick leave/pay for all departments, that apply equally to all employees in all situations. Once an employee has used 40 hours of "undocumented" sick leave (120 hours for shift firefighters), whether paid or unpaid, that employee will be placed on "Restricted Sick Leave". Beginning each calendar year, the HR department will review the sick leave usage for all employees in the City. Employees' attendance records will be evaluated for the previous 12-month period to determine if they should be assigned to the restricted sick leave program. Additionally, at any time during the year department heads/managers may request the HR department to evaluate an employee's attendance record for the past 12 months to see if they should be assigned to the program. The HR Department will be responsible for managing the restricted sick leave program. Undocumented sick leave is defined as time off taken for sickness or illness, as defined in Section 6.1.4 above, where the employee does not provide a written note/letter from the treating physician, doctor's office, clinic, school or hospital concerning the absence, referred herein as a "Doctors Note". Employees will be given written notice of their placement on restricted sick leave using the standard restricted sick leave form. Once on restricted sick leave, the employee must furnish a doctor's note for each sick leave absence taken. Failure to do so will result in the sick leave being taken without pay. Continued abuse of sick leave can result in disciplinary action. The length of the restricted sick leave will last **twelve months**. While on restricted sick leave, employees are not eligible for promotions, transfers, or pay increases **during the following calendar year**, for related information, see Chapter 2 of this manual. If an employee is out for an approved FMLA event, he/she cannot be disciplined, terminated, or placed on restricted sick leave for excessive absenteeism related to a health condition that placed them in the FMLA status.

- 6.1.6 **Reward.** As an incentive for employees not to abuse their accrued sick time, extra (bonus) vacation hours are given to regular full-time employees as a reward for using three sick days or less throughout pay periods 1-26 of the previous calendar year. These bonus vacation hours are earned annually and are awarded during the second pay period in January. Employees who use 24 hours or less (72 Hours in the case of full-time shift firefighters) sick time throughout pay periods 1-26 of the previous calendar year will receive 24 hours of vacation time (72 hours in the case of full-time firefighters) added to their bonus vacation accrual account. The employee must be in a "work status" the entire 12-month period prior to the award date in order to receive the bonus vacation hours. A "Work Status" is defined as actually working, paid vacation, bereavement leave, or jury

duty. Newly hired employees who have not worked for the entire 12-month period, employees on military leaves of absence, or other leaves of absence (except FMLA) are not eligible for this reward. Employees must be actually employed with the City at the time the bonus vacation time is awarded in order to receive it. Any unused Bonus Vacation hours will not be carried over to the following year. Unused Bonus Vacation hours will be paid out at the time of termination.

6.2 **Family and Medical Leave Act (FMLA)**

- 6.2.1 **Family Medical Leaves.** The Family Medical Leave Act (FMLA) is a federal law that provides up to 12 weeks (480 work hours) of “job protected” leave for qualifying certain absences taken by an employee. Only eligible employees can be granted FMLA leave. FMLA can be used for the treatment of serious medical conditions (i.e. disease treatment, surgery, broken bones, etc.) or psychological conditions (i.e. mental health treatment, etc.) Additionally, FMLA can be used for the care for a child after birth, adoption, or foster placement, including time taken by an employee to help his/her spouse recover from childbirth. These serious health or medical conditions can be those of the employee, their legal spouse, their parent, their biological, foster, or legal stepchild (the City has chosen to include children or stepchildren regardless of age). Approval of requests for exception to this policy can only be granted with written approval by the Mayor.

The City educates and informs all employees on the provisions of FMLA. Newly hired employees receive information during their on-boarding process. Managers and supervisors receive refresher training on FMLA during annual manager /supervisor training. Additionally, the City posts “Federally-Required” posters in every department, in locations that all employees have access to. City FMLA training and the federally required posters are updated periodically, whenever significant changes are made to the FMLA.

Not all health and medical conditions are covered by FMLA. If eligible and qualified, employees may be placed on FMLA (job protected leave) and can use their accrued sick pay, accrued compensatory time, or accrued vacation time to have income while they are off on FMLA leave. Once they have exhausted their “paid” options, they will be placed on “unpaid” leave for the duration of their FMLA.

- 6.2.2 **Sick Leave – Non FMLA.** If the employee’s health condition is not “serious” and does not qualify for an FMLA leave, they will NOT be placed on FMLA leave, however, they can be placed on “sick leave” and can use their accrued sick pay, accrued compensatory time off, and their accrued vacation to have income while they are off on sick leave. Once they have exhausted their “paid” options, it is up to the discretion of the Mayor or Department Head whether to allow them to take an unpaid leave of absence. However, if unpaid

leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor's note will be required upon the employee's return to work.

- 6.2.3 **Eligibility.** To be eligible for FMLA, the employee must be a full-time or part-time employee (No seasonal or temporary employees are eligible). They must have been employed by the city for at least 12 months, and during the preceding 12 months prior to their request, they must have worked at least 1250 hours. For employees with "broken service" (prior periods of employment with the City), their eligibility starts when they were last rehired by the City.
- 6.2.4 **Entitlement.** For eligible employees, FMLA time covers both paid sick leave and leave without pay for a maximum of 12 work weeks of five workdays each consisting of eight-hour work days (12 work weeks x 40 work hours) in a rolling twelve month period looking backward from the date of the request. This calculates to 1440 work hours for shift firefighters and 480 work hours for all other employees. For employees who are out on FMLA for maternity reasons and using their accrued sick time, the City grants the employee up to Six (6) weeks of paid time off. After the 6 paid weeks have elapsed, the employee will have to provide a doctor's note from their or their spouse's doctor indicating that they or their spouse are still under a doctor's care and have not been released back to work, in order to continue using their accrued sick pay while on their remaining 6 weeks of FMLA entitled leave. Bonding time for birth of a newborn is paid for as FMLA vacation.
- 6.2.5 **FMLA Provisions When Both Spouses Work for the City.** Title 29, Sub Section 825.202(a) outlines FMLA leave provisions when both employees work for the City. When two employees are legal spouses or partners, both are eligible for FMLA leave, both taking FMLA leave for the birth of their son or daughter, and both work for the City, they are limited to the SHARING of the 12 weeks of FMLA leave in any time division they choose. In the event of a different FMLA leave qualification, each employee can use their remaining unused FMLA weeks for that FMLA event.
- 6.2.6 **Compliance with the Act.** The Federal FMLA is Federal law governing the administration of the FMLA for any and all qualified employees. All qualified employees who are using FMLA leave are subject to ALL the provisions of the Act, as specified in 29 Code of Federal Regulations (CFR) Part 825. The employees using the FMLA are solely responsible for knowing, understanding, and complying with ALL the provisions of the Act at the time the employee(s) is/are using the FMLA, and subject to any changes in the act or to the employee's leave qualification status.
- 6.2.7 **Leave Designations.** Employees can be placed on FMLA via two routes; (1) the eligible employee requests to be placed on FMLA leave or (2) the City designates the employee's leave to be FMLA. Employees wishing to request

FMLA need to provide “documentation” of their qualifying condition. The City can accept a variety of documents. In the case of a medical condition, a “doctors note” outlining the condition can be used, or documentation of a scheduled medical procedure.

Additionally, the City will accept the completed US Department of Labor Form (WH-380-E). For adoption or foster care placement the employee can provide whatever court or agency documentation is provided showing the employee being involved in adoption or foster care proceedings. Upon receipt of an employee’s request for FMLA, the City will notify the employee (in writing) whether their Leave is approved or denied. If the City designates the leave to be FMLA, they will also notify the employee (in writing) that their leave has been designated as FMLA leave. Whether or not FMLA notice was given by the employee or the City, it will always be assumed that an absence due to a serious medical condition or birth/adoption/foster care as defined above will be treated as an FMLA leave.

- 6.2.8 **Insurance.** If an employee is covered under the City’s health insurance plan, and is on an approved FMLA Leave, and is in an unpaid status, he/she will remain in an “active” status, which means that the City will pay the employer’s portion of the health insurance premium. The employee will be responsible for his/her portion of the premium. No sick leave will be accrued while the employee is in an unpaid leave status.
- 6.2.9 **Job Protection.** When an eligible employee is on FMLA leave, the City is required to hold open the employee’s original position, or an equivalent position with equivalent pay and benefits, for 12 weeks. Once that 12-week period has expired, if the employee has not returned, FMLA Leave will be considered ended. After FMLA Leave has expired, if the employee is still medically restricted from returning to work, but still has accrued sick leave, accrued compensatory time off, or accrued vacation, they may be allowed to remain on leave in one of these categories until they have exhausted all their paid leave entitlements. For non-medical FMLA, employees with accrued compensatory time off or accrued vacation will be allowed to remain on leave (with full job protection) in one of these categories until they have exhausted all their paid leave entitlements. After the employee exhausts all these paid leave entitlements, it is up to the discretion of the Mayor and Department Head whether to allow the employee to remain on unpaid leave of absence. However, if unpaid leave of absence is approved, it will not exceed 60 calendar days. In all cases, a doctor’s note will be required upon the employee’s return to work.
- 6.2.10 **Reasonable Accommodation.** At the end of the FMLA leave, the city will determine whether it can continue to hold the position open as a “Reasonable Accommodation” under the Americans with Disabilities

Act (ADA). For this to be an option, the employee would have to be eligible under the ADA for consideration for reasonable accommodation. Additional unpaid leave in accordance with the ADA will be considered if the leave would constitute a “reasonable accommodation” AND if the employee is otherwise qualified and requests the additional unpaid leave in writing. At the end of the FMLA leave, if the employee is (a) otherwise qualified, (b) requests the unpaid leave in writing, (c) the leave is deemed a reasonable accommodation, and (d) the leave is approved by the City, the City will continue to pay the employer’s portion of the health insurance premium, if covered by the city’s insurance. The employee will be responsible for his/her portion of the premium. If an employee returns to work during the second pay period of the payroll month, the City will pay the City’s portion of the health insurance premium for both pay periods of that month.

6.2.11 Outside Employment. Employees who are out on FMLA leave or Workers Compensations Leave, whether paid or unpaid, are prohibited from taking employment with any other employer or engaging in self-employment unless they obtain the written approval of their department head or manager. Normally, these requests will only be approved where the employee had requested and is eligible (as defined by their physician) for “light duty” work and the City does not have any light duty work to offer. In this case, the employee may accept outside employment or self-employment, with the written approval of their department head or manager, as long as the duties and responsibilities of the light-duty work performed do not exceed the employee’s work restrictions as defined by their physician. Employees who are found working outside the scope of this policy are subject to termination of their employment with the City.

- 6.3 Doctor’s Certificate and Return to Work.** Both hourly and salaried employees are required to provide a doctor’s certificate or “note” in the form of a release for return to work, if they are off for medical reasons more than 24 consecutive work hours (except firefighters for whom it would be 72 consecutive work hours), including long term FMLA leaves. If the absence of more than three workdays is for family illness, a doctor’s certificate from the family member’s doctor is required. These requirements for doctors’ notes apply regardless of the medical reason for the absence, including injuries and pregnancy. Failure to provide a doctor’s note may result in a loss of pay for the time off. Employees are required to return to work on the day stated in the doctor’s release unless they request and receive advance approval for vacation time or compensatory time off. Failure to return as stated will be interpreted as a resignation by the employee, based on the three-day/no call resignation policy stated in section 4.2.
- 6.4 Light Duty.** There may be an opportunity for an employee to come back to work in a “Light Duty” or “Limited Duty” status. This **IS NOT** a guaranteed option for employees. Light or limited duty will only be considered if (a) there is light or

limited duty work available, (b) if the department manager approves the light or limited duty, and (c) if the employee's physician will allow the employee to work on a light or limited basis. Light or limited duty can consist of a change in duties or limited work hours. In order for the employee to work in a light or limited capacity, the **EXACT** light or limited duties and/or hours must be provided to the employee's physician (in writing) and their approval must be based on this data. Once started, a light or limited duty situation can be ended at any time by the employee, the department manager, or the employee's physician.

- 6.5 **Maximum Medical Improvement.** There may come an instance when an employee on medical leave of absence, with either a work-related injury or a non work-related injury, reaches Maximum Medical Improvement (MMI) and is no longer able to return to their former employment. Reaching MMI would need to be established by a physician and would also need to be presented to the City in writing. Upon receipt of a written notice indicating that the employee has reached MMI, the City would take the following steps.

6.5.1 **Work Related Injury** Upon receipt of notification of reaching MMI, the City will convene an Americans with Disabilities Act (ADA) board. This board will be comprised of the department managers of those departments who have open positions in the City and the HR Manager. If no open positions exist, the Mayor will appoint a five-member board, one of whom will be the HR Manager. This ADA board will consider the employee for any open positions which exist in the City and for which the employee is physically and mentally qualified. This determination will be made using the job description for the open position, the employee's personnel file, and the employee's medical profile. If a position is found, and the hiring manager extends an offer of employment, the employee would be expected to start as soon as possible after being released by their physician and workers compensation. If no position is found, a written report will be prepared indicating such. If the employee is still drawing workers compensation benefits, they can remain on the City rolls until they reach final settlement with the Arkansas Workers Compensation Commission. They will continue to draw their sick leave entitlement until their sick leave is exhausted. At that point they are entitled to keep their workers' compensation payments until they receive their final settlement. Employees who have reached MMI are not eligible to use the City's catastrophic sick leave bank. Once they are released from workers compensation, a termination date will be set. During this process, if the employee is eligible for retirement under APERS or LOPFI, the employee will be afforded the opportunity to request retirement. Regardless of circumstances, the employee will be entitled to their maximum benefit under the FMLA.

6.5.2 **Non Work-Related Injury.** The process for employees with non-work-related injuries are similar, however, there are a few special considerations. Employees who have a non-work-related injury/illness can be required by the City, at the expense of the City, to seek a second medical opinion

concerning their illness/injury, for the purpose of determining whether they have reached MMI. Upon receipt of notification of reaching MMI, the City will convene an Americans with Disabilities Act (ADA) board. This board will be comprised of the Department Managers of those departments who have open positions in the City and the HR Manager. If no open positions exist, the Mayor will appoint a five-member board, one of whom will be the HR Manager. This ADA board will consider the employee for any open positions which exist in the City and for which the employee is physically and mentally qualified. This determination will be made using the job description for the open position, the employee's personnel file, and the employee's medical profile. If a position is found, and the hiring manager extends an offer of employment, the employee would be expected to start as soon as possible after being released by their physician. If no position is

found, a

written report will be prepared indicating such and a termination date will be set. The employee will continue to draw their sick leave entitlement until it is exhausted. At that time, they may substitute accrued vacation or accrued compensatory time in order to receive pay. Once those banks are exhausted, they will be in a "leave without pay" status. Employees who have reached MMI are not eligible to use the City's catastrophic sick leave bank. During this process, if the employee is eligible for retirement under APERS or LOPFI, the employee will be afforded the opportunity to request retirement. Regardless of circumstances, the employee will be entitled to their maximum benefit under the FMLA.

- 6.6 **Sick Leave Bank.** The City has created a "Catastrophic Sick Leave Bank" that is designed to provide additional sick pay to employees with a catastrophic illness situation who do not have enough paid sick leave to cover their absence. The sole purpose of the catastrophic sick leave bank is to provide additional paid sick time to allow employees to be able to return to work at full duty in their present position. The Catastrophic sick leave bank is capped at 2500 hours. This cap is reviewed each year in November to determine whether it should be raised, based on the usage during the year just ended. During the year, if all hours in the sick leave bank are used, the bank will be inactive until the end of that year. The City does not solicit or accept "Sick Leave Hour Donations" from individual employees to replace or augment the employee's personal sick leave bank or the catastrophic sick leave bank.

- 6.6.1 **Eligibility.** Employees are eligible to receive sick pay from the catastrophic sick leave bank only if they: 1) have a minimum of one (1) year employment with the City; (2) first exhaust all accrued sick leave and accrued compensatory time; (3) have a catastrophic illness (or their legal spouse or dependent child (adopted, foster, or legal guardianship) has a catastrophic illness; and (4) are not receiving Long Term Disability, Social Security Disability income, or Worker's Compensation payments. Employees whose medical conditions are so severe that they will not be able to return to work in their present positions on full duty are ineligible for the catastrophic sick leave bank.
- 6.6.2 **Procedure.** Upon receiving a request from the employee to receive additional sick pay from the catastrophic sick leave bank, the employee's department head or manager will make a written recommendation to the human resources department, accompanied by the employee's request and documentation from the employee's physician that a catastrophic illness exists. Examples of catastrophic illness include, but are not limited to, cancer, advanced Alzheimer's disease, leukemia, major organ removal, transplant surgery, etc. That package will be submitted for review by a committee appointed by the Mayor. If the request is approved by the Mayor's committee, the employee may begin receiving hours from the bank. The employee must remain in an "active" pay status in order to receive such pay and will therefore continue to accrue and be paid for sick pay and vacation at his/her designated accrual rate. Police Officers and Firefighters will continue to be paid holiday pay each pay period. Employees who are on approved catastrophic sick leave will no longer accrue sick time until they are removed from the program.

The number of hours given to one employee from the catastrophic sick leave bank may not exceed 480 hours in a calendar year. Requests for exceptions to this maximum need to be submitted in writing to the human resources department for consideration by the Mayor's committee. The record of the employee to whom the hours are given will be reviewed at the end of each pay period, and a determination made of how many hours from the bank he/she would need for that pay period. Available hours will then be moved to the recipient for that pay period. Administration and record keeping will be handled by human resources, working with payroll.

Section 7. OTHER LEAVES OF ABSENCE

- 7.1 **Workers' Compensation.** See "Workers' Compensation" in Section 8, "Other Benefits".
- 7.2 **Jury Duty.** If a regular, full-time employee receives written notice to report for jury duty, he/she is entitled to be off work for the length of time so ordered at full pay. The employee shall submit a copy of the summons or other relevant court documents to his/her supervisor as soon as possible after receipt. Proof of service must also be submitted when the jury duty is completed.
- 7.3 **Witness Pay.** If an employee (regardless of status) receives a subpoena to appear as a witness for a "third party" (meaning that the employee is neither plaintiff nor defendant) he/she is entitled to be off work for the length of time necessary to appear. During that time the employee will continue to be paid their full salary. Proof of service must also be submitted when the witness duty is completed. Other than minor compensation provided for mileage, parking, meals, etc., the City will be reimbursed by the employee for any salary the employee receives from the attorney's office who subpoenaed them. If the employee does receive salary compensation, it shall be endorsed over to the City and submitted to the human resources office. If the employee is testifying in an "Official Capacity" for the City, this will be considered part of their normal job duties and they will continue to be paid their full salary, including any overtime and travel expenses incurred. If they receive any compensation from either the court or an attorney's office, they will turn that money over to the City.
- 7.4 **Military Leave.** It is the City's policy to fully comply with the Uniformed Services Employment and Re-Employment Rights Act (USERRA) of 1994 and applicable Arkansas State Law. The City provides varying degrees of benefits to employees based on the type and duration of their military leave. To clarify these degrees of benefits, the city has classified these military leaves into five (5) categories:
- 7.4.1 **Annual Military Training.** All employees who are members of a U.S. military Reserve or National Guard unit will be entitled to a maximum of fifteen (15) workdays per year with pay. Uniformed Police Officers and full-time Firefighters are entitled to 168 hours per calendar year. Employees who request such military leave shall furnish a copy of their orders to their supervisor. These employees shall be entitled to their regular salary from the City in addition to any military pay. Additionally, all benefits, allowances, and accruals that the employee is

entitled to will remain in effect for the duration of their military training.

7.4.1(a) Unused leave for Police and Fire personnel will carry over for use in the succeeding calendar year, for a maximum of 336 hours available in any one calendar year.

7.4.2 **Voluntary Military Service.** Any employee who enters active military service voluntarily (enlists) for full-time active duty service will be eligible to maintain the City's health benefits plan through COBRA coverage, for themselves or their families, for up to 18 months. To be eligible for this benefit, the employee must meet and follow the requirements established by COBRA. Employees who request such military leave shall furnish a copy of their orders to their supervisor. Once they terminate employment with the City, all City pay, allowances benefits, and accruals will terminate. These employees also are entitled to all the reemployment rights and privileges extended to them by the USERRA.

7.4.3 Active Duty Recall. ACA 21-4-212 provides guidance for any employee who is called to active duty, whether voluntarily or involuntarily, to serve in support of a war or armed conflict (as defined by the US Military) or for service in support of any "Emergency Situation" (defined as an invasion, disaster, insurrection, riot, breach of peace or imminent danger thereof, threats to the public health or security, or threats to the maintenance of law and order) will receive an additional thirty (30) days of City pay, in addition to their annual 15 days active-duty service pay. This provision DOES NOT apply to employees who are serving on humanitarian relief assignments. Upon completion of this paid time, all pay, allowances, benefits (except for access to the city health insurance), and accruals will terminate. In addition, they will retain their right to reinstatement to their former position or an equivalent position upon completion of the active duty as set forth by the USERRA. Employees who request such military leave shall furnish a copy of their orders to their supervisor. The City's health insurance coverage will remain in effect as long as the employee (or their family) continues to pay the employee's cost share of the insurance. If the employee opts to drop their health insurance coverage during their period of active duty, they must do so in writing to the human resources department and they will be eligible to re-start their health insurance upon their release from active duty. The employee must request reinstatement to their job within 90 days after the official date of discharge. The discharge must be honorable, and the employee must be able to perform the essential duties of the job, with reasonable accommodation, if necessary.

7.4.3 **Initial Active Duty for Training** Employees who wish to join the U.S. Military Reserves or National Guard may be required to attend a period of initial active duty for training (Boot Camp and Training School/s). . Employees who request such military leave shall furnish a copy of their orders to their supervisor. These employees are eligible to receive their 15 annual training days (or their remaining

leave balance) and the option to continue their city health insurance. The City's health insurance coverage will remain in effect as long as the employee (or their family) continues to pay the employee's cost share of the insurance. All other pay, allowances, benefits, and accruals will terminate. If the employee opts to drop their health insurance coverage during their period of active duty, they must do so in writing to the human resources department and they will be eligible to re-start their health insurance upon their release from active duty. The employee must request reinstatement to their job within 90 days after the official date of discharge. The discharge must be honorable, and the employee must be able to perform the essential duties of the job, with reasonable accommodation, if necessary.

7.4.4 Active Duty for Training (Non-Combat) Employees who are called to active duty, whether voluntarily or non-voluntary, for "Non-Combat" assignments (i.e. advanced schooling, training, etc.) must request such military leave and furnish a copy of their orders to their supervisor. These employees are eligible to receive their 15 annual training days (or their remaining leave balance) and the option to continue their city health insurance. The City's health insurance coverage will remain in effect as long as the employee (or their family) continues to pay the employee's cost share of the insurance. All other pay, allowances, benefits, and accruals will terminate. If the employee opts to drop their health insurance coverage during their period of active duty, they must do so in writing to the human resources department and they will be eligible to re-start their health insurance upon their release from active duty. The employee must request reinstatement to their job within 90 days after the official date of discharge. The discharge must be honorable, and the employee must be able to perform the essential duties of the job, with reasonable accommodation, if necessary.

7.5 Education Leave. The City does not have a formal education leave of absence. On a case-by-case basis, qualified employees may request an educational leave of absence, not to exceed a total of 30 calendar days, in order to complete a degree program that is job-necessary and job-related. This time off will be without pay, and employees will be able to use any accrued vacation time or compensation time. Regular, full-time employees who have at least one year of full-time employment with the City are eligible to request this leave of absence. Employees will need the written approval of their Department Head or Manager, the Human Resources Manager, the Finance Director, and the Mayor. "Job-related and/or job-necessary" means the course work/degree is required for their current position and will help the employee prepare for advancement to a realistic future position. Longer leaves may be granted if required by "State Statutes" to meet certification requirements, or with approval by the City Council. Although this leave of absence is without pay, the City may cover tuition expenses, lab fees, books, and other direct education-related expenses. If this educational leave is approved the employees will sign a written agreement (provided by the human resource department) between the City and the employee outlining the terms of the agreement and any repayment

requirements.

During an education leave of absence, the employee will remain in an “active” status, meaning that he/she will continue to accrue sick leave and vacation, and the City will pay the employer’s portion of the health insurance premium, if covered by the City’s insurance. The employee will be responsible for his/her portion of the premium. Any course not completed for any reason, or completed but without a passing grade, shall be repaid by the employee to the City not later than 180 days from the end of the course through payroll deduction or by direct payment from the employee. It is the employee’s responsibility to provide his/her grades to the human resources office within thirty days after the end of the course. Failure to do so will be deemed cause for repayment under the above schedule.

In the event of the employee’s termination, the City is authorized to deduct any remaining monies owed from the employee’s final check. If the amount due to the City is in excess of the employee’s final check, the employee shall be required to pay the excess amount directly to the City not later than the effective date of termination. Also see “Job Related Training” in the “Other Benefits” section for additional information.

- 7.6 **Bereavement Leave.** Regular full-time employees are eligible for paid bereavement (funeral) leave in the following circumstances.
- 7.6.1 **Relatives.** Paid bereavement leave may be granted not to exceed 24 work hours for all full-time employees in the case of death of one of the employee’s family members. For “direct” family members (employee’s spouse, parent, child, stepchild, grandchild, brother, stepbrother, sister, stepsister) employees may receive up to 24 work hours. For “secondary family members (employee’s grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, spouse’s parent, or spouse’s grandparent) employees may receive up to 16 work hours. To receive these benefits the employee must participate in or attend the funeral services, whether in person or on-line, if available. The City recognizes that employees may have non-traditional family relationships to include foster, adopted, and blended families and exceptions to these bereavement policies can be made in writing by the employee’s Department Head or the Mayor. Employees may use accrued compensatory time or accrued vacation in conjunction with bereavement leave upon approval by the department head or manager. Additionally, if they exhaust all their accrued compensatory time and accrued vacation, they may request leave without pay from their department head or supervisor. See Section 7.7 below
- 7.6.2 **Friends.** Funeral leave, not to exceed four hours, may be granted to attend the funeral or memorial services of a friend or of a relative not listed in the above paragraph. The request must be made no later than the day before the funeral. Such time off will be unpaid leave.
- 7.7 **Leave Without Pay.** Leave without pay **IS NOT** an entitlement, and is only granted at the sole discretion of the City, by the Department Head or the Mayor. A leave without pay may be granted upon written request by the employee and will be handled on a case-

by-case basis. All paid compensatory and vacation time must be used prior to granting leave without pay. Both full-time and part-time employees may be eligible for leave without pay, based solely on the department's ability to accommodate the employee's request.

If the leave without pay is because the employee is out to deal with a serious medical condition defined under Section 6.1.4, all paid sick time must also be used prior to granting leave without pay. Additionally, if the leave without pay is because the employee is out to deal with a serious health condition defined under Section 6.2 Family Medical Leave Act (FMLA), all paid sick time must also be used prior to granting leave without pay. Police officers and Firefighters continue to receive their holiday hours per pay period during an unpaid leave of absence.

Employees on unpaid leaves of absence will no longer accrue sick pay and vacation. If the employee is on FMLA leave and is on the City's health benefits plan, the City will continue to pay the employer's portion of the health insurance premium and the employee will be required to pay their portion of the health insurance premium in order to maintain their coverage.

- 7.8 **Personal Leave.** The City does not have a "Personal Leave" policy. Employees needing time off to handle personal matters should first use all compensatory time off and accrued vacation hours. Once those leave banks are exhausted, the employee may request leave without pay as specified in paragraph 7.7 above.

Department heads or department managers may allow employees to "Flex" their work schedule on occasion to handle unforeseen personal matters. However, hourly employees shall be required to make up that "Flex Time" within the same work week. Salaried employees shall arrange with their supervisor an alternate schedule to compensate for the time off. The supervisor has a right to reject the request if the employee's absence would create a problem due to the department's current workload.

Section 8. OTHER BENEFITS

8.1 Insurance

- 8.1.1 **Medical, Dental, and Vision Insurance.** The City contracts with a health care provider to provide medical, dental, vision, prescription drug, and life insurance for eligible full-time employees, subject to deductibles and co-payments. Employees may choose to enroll for coverage or waive enrollment at the time of employment and annually during open enrollment. If employees choose to sign up for the coverage, the City and the employee share the cost of the monthly premium. The City pays a [fixed premium amount for coverage, the amounts paid or contributed by the City are provided during open enrollment and upon hire](#). The premium covers the medical, dental, and [vision](#). 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) may continue the medical, dental, and [vision](#) coverage by payment of 100% of the monthly premium. Other employees may continue the same coverage for a limited period of time by paying 100% of the monthly premium for Comprehensive Budget Reconciliation Act (COBRA). Only regular, full-time employees working an average of 30 hours per week are eligible for these City benefits, unless otherwise specified.

- 8.1.2 **Prescription Coverage** certain medical prescriptions are covered, please refer to your medical plan summary for specific details.
- 8.1.3 **Life Insurance.** Employees who elect life insurance are provided with \$25,000 in term life insurance on the employee only at no cost to the employee. This Coverage terminates upon retirement or enrollment in COBRA.
- 8.1.4 **Long Term Disability Insurance.** The City pays 100% of the premium for Long Term Disability insurance for all regular full time employees, who are temporarily or permanently disabled at work or away from work. The plan provides for 60% of the employee's base monthly salary starting at six months after the date of the disability and lasting until the physician declares the employee no longer disabled or until the employee is eligible for Medicare, whichever comes first.
- 8.1.5 **Other Optional Insurance.** The City makes available several voluntary healthcare and insurance products which regular full time employees may review and decide whether to purchase through payroll deduction. Products include short-term disability coverage, voluntary life insurance, critical illness insurance, pet insurance, etc.
- 8.1.6 **Workers' Compensation Insurance.** The City pays 100% of the premium for Workers' Compensation insurance for all employees under the Arkansas State Workers' Compensation Law. Any employee incurring an injury on the job should immediately notify his supervisor who will arrange for appropriate medical treatment. Firefighters have additional Workers' Compensation coverage when responding to calls in Benton County through the Benton County Fire Protection Association.
 - 8.1.6.1 **Documentation.** In the event of a work-related injury, the employee MUST report the injury IMMEDIATELY upon it happening. The supervisor and/or the department safety team representative will help the employee prepare the necessary documentation to be submitted to the human resources office. The documentation must be submitted by HR to the City's workers' compensation carrier, who in turn must submit it to the state Workers Compensation Commission within the deadline of ten days from the date of the accident. Therefore, it is critical that the

documentation be completed as soon as the employee is capable of doing so. Except in an emergency, ALL workers compensation cases are required to initially be treated by the City's workers compensation physicians. Employees may not go to their own physicians at City expense to obtain treatment for any workers compensation injury or illness unless referred by the City's workers compensation physician or approved by the Arkansas Workers Compensation Commission. Employees who violate this provision may bear the full cost of treatment.

- 8.1.6.2 **Benefits.** The law provides for three kinds of benefits: (1) medical care to treat the injury; (2) rehabilitation services; and (3) cash payments in the form of temporary total disability payments. Depending on the severity of the injury or illness, the employee may be restricted from working by the attending physician, and must provide a release from the physician upon returning to work. Employees who are eligible for cash payments in the form of temporary total disability payments will receive those payments directly from the workers compensation provider (appx 60% of the employee's weekly pay). Additionally, if requested by the employee, the City will pay the employee the other 40% of their weekly pay, less any authorized deductions. This pay will be sourced from (1) the employee's sick leave bank; or (2) the employee's compensatory time bank; or (3) the employee's vacation bank – in this order.

No salary is paid by the workers' compensation carrier for the first seven calendar days of disability, counting from the day after the injury, if the disability does not last fourteen days. If the disability does last fourteen days, salary payments are made by the workers' compensation carrier retroactive to the day following the injury. In either case the payments are for a period not to exceed 26 weeks.

- 8.1.6.3 **Modified (Light) Duty.** The workers compensation physician may recommend that the employees to return to work with modified or light duties following an accident on the job. These tasks may mean a change in assignments for the employee or just a modification of the tasks of the employee's regular assignment. If the workers compensation physician recommends a return to work in a light or modified duty status, the supervisor or manager will make every effort to accommodate the light/modified duty request if possible while adhering to the specific instructions provided by the physician.

The employee shall be responsible for submitting the appropriate medical status slip from his/her doctor following each medical appointment, and shall cooperate to the fullest extent possible in performing the tasks and duties within the modified assignment to the best of his/her ability.

Overtime while on modified duty should be avoided if at all possible to reduce the risk of delaying the employee's recovery.

- 8.1.7 **Unemployment Insurance.** The City pays 100% of the premium for Unemployment Insurance for all employees covered under the Employment Security Law and State Regulations.

8.2 **Retirement.**

- 8.2.1 **Firefighters.** All Fire Department firefighter employees are currently enrolled in Arkansas Local Police and Fire Retirement System (LOPFI). All employees hired after January 1, 1983, participate in the LOPFI-I program), which was created by Arkansas Act 364 in 1981. Full-time members of LOPFI contribute a percentage of their total earnings, as defined by law. Part-time members are non-contributory. The City of Bentonville contributes an amount established by LOPFI.
- 8.2.2 **Selected Police Officers.** Starting January, 2009, all police officers are automatically enrolled in Arkansas Local Police and Fire Retirement System (LOPFI). Full-time members of LOPFI contribute a percentage of their total earnings, as defined by law. Part-time members are non-contributory. The City of Bentonville contributes an amount established by LOPFI.
- 8.2.3 **All Other Employees.** The City participates in the Arkansas Public Employees Retirement System (APERS) for all eligible employees, other than selected police officers and firefighters. All full-time employees and part-time employees who work at least eighty hours per month for three consecutive months are eligible and required to participate. New hires who are anticipated to work these work schedules are enrolled effective their date of hire in APERS. A percentage, as determined by APERS, of each employee's annual earnings, is contributed by the City to APERS. City of Bentonville employees hired after July 1, 2005 contribute a percentage of their gross salary as determined by APERS. Additionally, employees who have transferred their membership from another government entity where they were a contributory member will continue to be contributory members. The employee must be a member of APERS for five years to become vested in the retirement plan, and may then draw a retirement benefit upon reaching retirement age.
- 8.2.4 **Deferred Compensation.** Under Section 457 of the IRS regulations for public employees, the City is able to offer through payroll deduction a supplemental

retirement savings program, commonly referred to as Deferred Compensation. Regular full time employees may sign up for these plans at any time of the year.

- 8.3 **Social Security.** All employees (except firefighters) are automatically included as participants in the Federal Insurance Contributions Act (FICA), also known as Social Security/Medicare. Financing of the program is accomplished by employee payroll deductions and through a match paid by the City. The amount contributed is determined by federal law.
- 8.4 **Cafeteria Plan.** Section 125 of the Internal Revenue Service regulations allows the City to offer a payroll deduction plan for qualified employees that they use to pay for the costs of certain medical insurance premiums, certain life insurance premiums, unreimbursed medical expenses, and dependent day care. Full-time new hires are eligible to in the plan effective the first day of the month following 30 days of employment.
- 8.5 **Credit Union Membership.** City employees are offered the opportunity to join a local Credit Union with direct deposit available. A variety of financial services are available with membership.
- 8.6 **Job-Related Training.** The City is committed to continuing on-going training for all employees. Both the employee and the City share the responsibility for making sure that employees are receiving sufficient training to do their job to the best of their ability. Employees should inform their supervisor of areas where they believe they need additional training. That training may be provided through City-paid seminars during or after work hours, on a mandatory, management-directed, or voluntary basis (also see “Classes Outside Working Hours” in Section 2, Hours of Work Section, regarding overtime pay). If an employee is in a position with the City in which he/she is required to be certified, the City shall allow the employee time off work to attend the classes and will pay for any related costs of the classes. Employees also may choose to participate in the City’s tuition assistance plan described below. Also see “Education Leaves” in Section 7, the Other Leaves Section of this manual for information on educational leaves of absence.
- 8.6.1 **Tuition Assistance.** The City does provide “Tuition Assistance” to qualified employees to ASSIST with the cost of attaining a “job related” Bachelors or Masters degree or technical certification. This program will assist in paying tuition expenses, lab fees, and books for college level JOB RELATED courses taken by regular full time employees who have completed at least one year of full time employment with the City. Additionally, employees may only receive tuition assistance for degree programs from educational institutions which are nationally accredited and provide transferrable college credits. Additionally, all requests for tuition assistance **MUST** be approved in-advance of taking classes by the Department Head, Human Resources, the Finance Director, and the Mayor.

Exceptions to these requirements and this policy can only be granted by the Mayor.

Tuition assistance only applies to those programs that are voluntary on the part of the employee and are taken/attended by the employee on their own time. Such expenses must be approved (in writing) in advance of the course by the Department head or manager, and all costs must be available within the confines of the department budget at the time the course is taken. Additionally, employees wishing to participate in this program will be required to sign a tuition assistance agreement.

The **MAXIMUM** that any employee may receive during any calendar year is \$1,500.00 and money that is budgeted by the department for tuition assistance may be removed from the budget at any time by the department manager, finance manager, Mayor, or City Council without notice.

The course must be completed with a passing grade of a “B” or better, or, if the institution instead gives numerical grades, the grade must be “80” or better. If a course is not completed for any reason, or completed but without a passing grade, the total costs previously paid out by the City for that course shall be repaid by the employee to the City not later than 180 days from the end of the course, through payroll deduction or by direct payment from the employee. It is the employee’s responsibility of the employee to provide his/her grades to the human resources office within thirty days after the end of the course. Failure to do so will be deemed cause for repayment under the above schedule.

All employees participating in the tuition assistance program will be required to sign a written agreement between the City and the employee concerning completion of the course. The term “job-related” refers to courses that will help the employee in their current position or help prepare them for advancement to a realistic future position. Non-Job-Related electives that are required for a job-related degree or technical certification will be reviewed on a case-by-case basis by the department head to determine whether they will be covered.

The courses covered by tuition assistance shall be taken outside of the employee’s working hours and will not conflict with normal City operations. (Examination fees may be eligible for reimbursement, if an employee petitions the college for credit by examination, and successfully passes the examination rather than taking the course). A maximum of two (2) courses per term/semester can be approved, including courses for which credit by examination is received.

- 8.6.2 **Repayment of Tuition Assistance Monies.** Tuition assistance is a financial investment that the City is making in the future of a City employee. In the event that a City employee who has participated in, or is participating in the City's tuition assistance program "voluntarily" ends their employment with the City for any reason, they will be subject to repayment of tuition assistance monies based on the following schedule:

0 – 6 Months From Completion of Course:	100% Repayment
7 – 12 Months From Completion of Course:	75% Repayment
13 – 18 Months From Completion of Course:	50% Repayment
19 – 24 Months From Completion of Course:	25% Repayment
25+Months from Completion of Course:	0% Repayment

The repayment formula is applied to each course individually. At the request of the employee, repayment may be made from the employee's final paycheck. In the event that the amount due to the City is in excess of the employee's final check, the employee shall be required to pay the excess amount directly to the City not later than the effective date of termination.

- 8.7 **Service Anniversary Recognition.** At the City's annual holiday luncheon, full-time and part-time employees who reach a significant milestone anniversary that year (5th, 10th, 15th, 20th, 25th, & 30th) years of consecutive service to the City, based on their date of hire, are recognized with a certificate and a service award. After 30 years of consecutive service to the City, employees are eligible for an additional service award for every five years of service, with an additional \$100.00 added for each service award milestone. The service award normally takes the form of a bank check and is structured as outlined below. These awards reflect gross amounts.

Five Year Anniversary - \$100.00
Ten Year Anniversary - \$200.00
Fifteen Year Anniversary - \$300.00
Twenty Year Anniversary - \$400.00
Twenty Five Year Anniversary - \$500.00
Thirty Year Anniversary - \$600.00

8.8 **Community Service.**

8.8.1 **United Way Campaign & Special Olympics.** The City encourages its employees to participate in the annual United Way Campaign and/or Special Olympics to benefit citizens in Bentonville, Northwest Arkansas, and Southern Missouri. Contributions may be made through payroll deduction or as an annual lump sum donation.

- 8.9 **College Degree Additional Pay.** The City compensates employees who have college degree from an accredited college or university. Employees who possess

an Associates degree receive an additional \$35.00 per pay period. Employees who possess a Bachelors degree receive an additional \$100.00 per pay period. Employees who possess a Master degree, Professional Engineer (PE) certification, or a Juris Doctorate receive an additional \$150.00 per pay period. Employees are required to provide “Proof” of graduation .

- 8.10 **Bilingual Additional Pay.** The City compensates employees who are “Bi-Lingual” an additional \$100.00 per pay period. The City determines which languages are eligible for the bi-lingual additional pay based on northwest Arkansas population density of 5% or more as determined by the Arkansas Northwest Council’s ethnicity data.
- 8.11 **Employee Assistance Program.** The City of Bentonville contracts with the Ozark Guidance Center for an Employee Assistance Program (EAP) to provide professional counseling services, paid for by the City, to help our full-time employees, and their covered dependents, resolve a wide range of personal problems that can have a negative effect on their job performance. Many such problems are best dealt with individually by the affected employees and their families, or with assistance from supervisors and management representatives. Sometimes, however, additional help is needed. We believe that it is in the best interests of employees, their families, and our organization to provide EAP services that may lead the employee back to a fully productive personal and work life.
- 8.11.1 **EAP Recognition.**
- A. Most problems can be successfully resolved provided that the problem is identified early and proper assistance is obtained. This is true regardless of the type of problem; e.g., financial, alcohol, drug, marital, family, depression, etc.
 - B. Employees or their dependent family members can access the EAP directly without discussion with any City personnel by calling Ozark Guidance Center.
 - C. This policy applies to all full-time employees, regardless of their job level, title, or responsibilities.

8.11.2 **EAP Provisions.**

- A. Individual rights to confidentiality will be assured in the same manner as any other health records. EAP records will not be part of the employee’s personnel file and will not be seen by anyone outside of the EAP without written permission from the employee. No information will be released without written permission of the employee, unless required by law.
- B. The decision to request help, to follow-through with a referral, and to seek treatment is voluntary and the personal responsibility of the employee. No

employee will have either job security or promotional opportunities jeopardized by a request for help. Neither does choosing to use EAP services remove the employee's responsibility to meet existing job performance standards. This policy does not replace existing City policy or disciplinary procedure.

- C. The employee's time off for EAP appointments during work hours may be charged to sick leave if available, or he/she may take vacation time or time off without pay. Another alternative is for the employee to go on his/her own time outside of normal work hours (evening appointments are also available).
- D. The first six visits of the EAP are offered free of charge to the employee. The EAP may recommend additional assistance, which may be covered by medical insurance or available through a community-funded or self-help organization. Any costs not covered are the responsibility of the employee.
- E. When employee job performance, attendance, punctuality, or dependability is unsatisfactory, and the employee appears to be unable to correct such behavior, either alone or with supervisory assistance, the employee should be referred to the EAP. All supervisors and managers have the responsibility to suggest using the EAP and to refer employees whose job performance is impaired.

8.12 **Supervisory Referral to the EAP.** The sole purpose of a referral to the EAP is to enable City employees and their families to obtain assistance for personal problems that can affect their job performance. The City recognizes that the sole purpose of a referral to the EAP is to enable City employees and their families to obtain assistance for personal problems that can affect their job performance. The City recognizes that:

- A. Referrals may be made by supervisors or management representatives.
- B. Employees are referred on the basis of job performance problems, not suspected diagnosis. Job performance will be reviewed with the employee prior to referral.
- C. The supervisor or management representative may call the EAP to set up an appointment for the employee to be referred.
- D. The employee may choose to accept or reject the referral. No employee can be forced to use the EAP. No disciplinary action can result

from refusal to accept a referral. All disciplinary action is based on job performance related issues only.

E. Working with the EAP does not exempt the employee from appropriate disciplinary action for continuing job performance problems.

8.13 EAP Procedure. In some instances of job performance problems, neither the efforts of the employee and his/her supervisor nor of management achieves the desired effect of addressing the problem and restoring the employee to full performance levels. A referral to the EAP may then be appropriate. To make a referral to the EAP, the following procedure should be used.

- A. The supervisor discusses the job performance problem with the employee. The employee is informed of the confidential counseling services available through the EAP and encouraged to use the resource.
- B. The supervisor offers to set up an appointment or supplies the employee with information needed to set up an appointment.
- C. The employee agrees to allow the supervisor to set up the appointment, or makes the appointment directly, or declines the referral.
- D. The superior contacts the EAP to inform them of the referral (if the employee has accepted the referral), and to review the problem. The referral form is completed.
- E. The supervisor contacts the EAP to inform them of the referral (if the employee has accepted the referral), and to review the problem. The referral form is completed.
- F. The supervisor contacts the EAP to inform them of the referral (if the employee has accepted the referral), and to review the problem. The referral form is completed
- G. The supervisor contacts the EAP to inform them of the referral (if the employee has accepted the referral), and to review the problem. The referral form is completed.
- H. The supervisor cannot force the employee to use the EAP or penalize him/her for refusing. However, the consequences of continued work performance problems (i.e., disciplinary action) should be clearly outlined. The referral to the EAP should be documented.
- I. The EAP counselor clearly explains the limits of confidentiality to the employee, if the referral is accepted by the employee (which means that the

supervisor will be told ONLY whether the employee has kept the appointment and whether the employee will be working with the EAP). The counselor will discuss with the employee the nature of follow-up reports to the supervisor. A signed release of confidentiality will be obtained. The nature of the problem is confidential and will be not discussed with the supervisor.

- J. The supervisor will be required to take further action if the job performance problem persists past the first referral. The supervisor should notify the EAP of the continuing problem. Working with the EAP does not protect the employee from appropriate disciplinary action for performance problems that continue. In that situation, if the employee had refused the earlier referral, the supervisor should strongly encourage the employee to work with the EAP to show his/her willingness to correct the problem. The supervisor should also remind the employee again of the confidential assistance available to help with the problem that had been previously discussed but not remedied.
- K. The supervisor should include information about the EAP services and referral in every applicable formal written disciplinary action.

8.14 Uniform Policy. The City provides “work uniforms” to non-management employees who work in designated departments or specified positions. Uniforms are defined as shirts, pants, and safety boots. Additionally, designated departments may also provide “seasonal” clothing items such as tee-shirts, hats, coveralls, raingear, and protective clothing. Undergarments are not considered uniform items and are the responsibility of the employee. This policy does not apply to uniformed police, uniformed fire, or aquatic center staff. They have their own separate departmental uniform policies. This policy does apply to the following departments:

Building/Code Enforcement Inspectors
Custodial Staff
Electric Department
Engineering Department
Meter Department
Parks Maintenance Department
Public Works Maintenance Department
Street Department
Transportation Department
Wastewater Treatment Plant
Water Department

Uniforms are provided to employees whose jobs require them to encounter dirt, oil, grease, solvents, chemicals, wastewater, and other materials on a daily basis. Employees may not wear any City uniforms or equipment items unless actively engaged in performing work for the City, and cannot be worn or used for any personal work or activity. Uniforms will not be provided solely for “identification” purposes. Name badges and/or nametags will be

provided instead. The City will comply with all uniform safety requirements of the Occupational Health and Safety Administration (OSHA) or any other federal or state regulation which may apply.

- 8.14.1 **Uniform Services.** The City will contract with a “Uniform Services” provider who will provide the pants, shirts, and jackets in appropriate quantities for employees. Typically, employees will receive approximately three (3) weeks worth of uniforms. The uniform service will also provide uniform cleaning and uniform maintenance/replacement services. Employees have the option of using the uniform service’s cleaning and maintenance/replacement services or doing this themselves. Employees who choose to clean and maintain their own uniforms will not be compensated for doing this.
- 8.14.2 **Alternative Uniforms.** In rare and unusual circumstances, the uniform service may not be able to provide a uniform item that properly fits an employee. In these circumstances, the uniform service will need to provide a written declination of services. If this occurs, the employee will be allowed to purchase that (those) uniform items unavailable through the uniform service. This will be done **ONLY** on a reimbursement basis and funded by the employee’s department. Alternative uniforms items may never be approved or reimbursed for “fashion” reasons.
- 8.14.3 **Safety Boots.** Each employee eligible for uniform services is also eligible for an annual allowance for steel-toed safety boots, if these are required for the job they perform. Eligible employees will **receive a \$200.00 allowance annually through payroll** for the purchase of safety boots.
- 8.14.4 **Winter and Inclement Weather Clothing.** Employees regularly engaged in outdoor work during winter months and inclement weather will also be provided appropriate work clothing. These items would include winter coats, winter coveralls, winter gloves, and rain gear. Before purchasing these items directly for employees, the department should contact the uniform service to determine if these items are available through the uniform service. If available through the uniform service, these items should be sourced through them.
- 8.14.5 **Seasonal Clothing Items.** Departments may also provide seasonal clothing items, including hats, tee-shirts, and shorts. Hats and tee-shirts are considered non-recoverable items and are typically purchased directly by the departments for employees. Both ball caps and fully brimmed hats can be provided. If allowed by the department, employees can wear their own ball caps providing they are serviceable and any logo or graphics are not objectionable or controversial. Work shorts are considered a uniform item and, if available, should first be sourced through the uniform service.

- 8.14.6 **Special Equipment.** Chemical coveralls, lab coats, special gloves, rubber and leather aprons/bibs, rubber boots, safety goggles, face shields, etc. are not considered part of the uniform policy. These items will be provided by the departments as deemed appropriate.
- 8.14.7 **Recovery and Accountability.** With the exception of tee-shirts, hats, and safety boots, all other uniforms, inclement weather gear, and special equipment items are the property of the uniform service and/or the City. Employees issued these items are responsible for their care, cleaning, serviceability, and accountability. During their employment, employees can turn in unserviceable items to the City/uniform service for replacement, at no cost to them. Employees who lose or maliciously damage these items are responsible for their reimbursement or replacement. When employees leave employment with the City it's the responsibility of the employee's department to account for and recover all City/uniform service property. Employees will be given the opportunity to pay for any lost or maliciously damaged items. Departing employees can opt to have the cost of these items deducted from their final paycheck or make a direct payment.
- 8.14.8 **City Logo Dress Shirts.** Department Heads/Managers may allow or direct their employees to wear "City Logo Dress Shirts" on a regular basis or for special City events. To facilitate this, Department Heads/Managers can authorize affected employees to purchase up to \$100.00 of City logo dress shirts annually. City logo dress shirts can be short or long sleeve, and polo, button up, or pull-over. The purchasing of these shirts can be done as a department group purchase or individually. Only the "official" City logo can be applied to these shirts. Department names and individual names can also be applied. When shirts become unserviceable, employees should be directed to dispose of these shirts.
- 8.14.9 **Exceptions.** Any requests for exceptions to the uniform policy must be addressed to the Mayor.

Section 9. JOB SAFETY

- 9.1 **Policy Statement.** It is the policy of the City of Bentonville to work continually toward improving workplace safety, as well as facility and equipment safety. It is the City's goal to provide a safe working environment in all areas, for all employees. Accidents and injuries are prevented by controlling the work environment and the actions of employees. Therefore, safety will take precedence over expediency or shortcuts, and every attempt will be made to reduce the possibility of accident occurrence. Additionally, the City is

committed to building and maintaining safe work spaces, vehicles, and employee's tools and equipment. Management considers no phase of the City's operations to be more important than the health and safety of our employees.

Employee safety is to be the first consideration in our daily activities. Safe practices on the part of all employees must be a part of all operations. Employees must understand their personal responsibility for the prevention of injuries, on and off the job. Accident prevention and efficiency go hand-in-hand. All injuries can and should be prevented!

Management will continue to be guided and motivated by this policy. With the cooperation of all employees, we will actively pursue a safe working environment throughout the City.

9.2 **Program Responsibility.** The HR Assistant Manager will be the primary person responsible for the implementation, administration, and enforcement of the City's Safety Policy. In addition, the HR Assistant Manager will be responsible for administration of the safety plan and documenting and recording safety training, meetings, accident investigations and hazard reports required by this plan. Additionally, the City Safety Manager will get assistance from the City Fire Marshall and Fire Inspectors with facility safety inspections. The City also uses a commercial fire safety inspection company for facility fire inspections and the testing of smoke detectors, fire alarms, and fire extinguishers.

9.3 **Safety Team.** Every major department in the City will be represented on the "Safety Team" by a representative, with the City Assistant HR Manager serving as the chairperson of the team. The safety team representatives' duties include:

- attending and participating in all scheduled safety team meetings,
- conducting and documenting required safety inspections of their assigned areas,
- ensuring that any hazards noticed or reported to them are documented and corrected in a timely manner,
- escorting safety inspectors on inspections,
- being responsible for the timely correction of any deficiencies found during inspections,
- conducting required tornado and fire drills, and documenting employee participation in such drills,
- maintaining current emergency action or evacuation plans,
- documenting all department safety meetings,
- ensuring that all employees including, new hires, receive adequate safety training and that such training is documented,
- serving as consultant in his/her department's purchase of any safety equipment,
- ensuring that supervisors accident investigations are conducted when there is an accident or injury, and that such reports are submitted in a timely manner,
- participating in quarterly accident/injury analyses to determine trends, make

- recommendations and take corrective actions, and
- participating in annual reviews of the overall safety and health program to determine if all areas of exposure have been addressed, and all necessary training is being conducted.

9.4 **Employee Responsibility.** Safety is largely the use of good judgment and the practice of good work habits. It requires good judgment to know the safe way and it requires good work habits to continue the safe way of doing any task. If employees are not sure what is the safe way, they should ask their supervisor for help. Employees are responsible for inspecting their work areas on a daily basis, and any hand or power tools and vehicles to be operated, prior to their use. They must report any possible hazards they find to their supervisor or Safety Team Representative.

9.4.1 **Unsafe Conduct.** Unsafe conduct will not be tolerated. Failure to follow safety rules will result in disciplinary action.

9.4.2 **Safety Rules.** The following safety practices should always be followed:

- Follow all City and departmental safety rules.
- Use all mechanical safeguards on all equipment.
- Immediately cease using faulty equipment and report any faulty (or potentially faulty equipment) to the supervisor or the department's Safety Team Representative.
- Immediately report any unsafe or potentially unsafe working condition or equipment to the supervisor or the department's Safety Team Representative.
- Immediately report any and every accident or "near-miss" situation to the supervisor or the department's Safety Team Representative.

9.5 **Vehicle Accident Reports.** Any accident involving a City vehicle that causes damage to the vehicle itself or any other vehicle, property, person, or equipment must be reported IMMEDIATELY to the Department Manager upon happening. Additionally, the vehicle operator must report it to their immediate supervisor and to the Bentonville Police Department. The department head or supervisor must then notify the Accounting Department to determine if the accident needs to be reported to the City insurance carrier. A "City of Bentonville Vehicle Accident Form" (located on the City's "Intranet" page) must be completed, signed by the operator and the Department Head, and sent to the Purchasing Agent. If the accident involves another vehicle, the "Information Exchange Form" issued by the Bentonville Police Department must be submitted with the Vehicle Accident Form. The Department Head or Supervisor is responsible for notifying the Mayor of the accident, notifying the Purchasing Agent of any injuries, and notifying the HR Manager of any injuries sustained by employees.

Any accident involving (1) personal injury of either an employee, another vehicle operator, or a citizen and (2) any property damage to other vehicles, citizen property, or public property MUST be reported IMMEDIATELY to the Bentonville Police Department, who will conduct an accident investigation and report the findings of the investigation to the Mayor within 24 hours, or by the end of the workday of the accident. See “Drug & Alcohol Testing” in Chapter 1, the “Employment” section, and “Drugs and Alcohol” in Chapter 3, the “Standards of Conduct” section, for information on required drug and alcohol testing.

If an employee is injured in the accident, the vehicle accident form and a copy of the police investigation must be submitted to Human Resources, along with all the proper workers’ compensation forms, within ten calendar days of the accident.

- 9.6 **Equipment Safety.** To meet the objectives of keeping our vehicular equipment safe to use and having employees use it in a safe manner, supervisors and employees in each department share the responsibility to ensure that equipment checklists and equipment maintenance logs are kept up to date for that department. Employees are not to use the equipment until they have inspected it, using the applicable checklist for that equipment. Supervisors are responsible for ensuring that employees understand and use the applicable procedures for that department.

Employees shall not use equipment for which they have not received proper training. Supervisors are responsible for ensuring that employees receive the proper training.

Section 10 SALARY ADMINISTRATION

- 10.1 **Definition.** The Salary Administration program is the formal system for classifying positions in a structured manner, and compensating employees fairly and equitably. It is divided into two distinct programs, the Compensation Program, which deals with raises, promotions, and performance reviews, and the Classification System, which deals with pay grades, job descriptions, and classification of positions.
- 10.2 **Compensation Program.** The foundation of the compensation program is the “Salary Plan”, which lists all jobs in their assigned pay grade and salary range. On a regular basis the salary plan will be reviewed by department heads and managers, human resources, and the finance director. Any proposed changes to the plan will be forwarded to the Mayor for consideration, and, if recommended by the Mayor, submitted to the City Council for approval. If approved by the Council, the salary plan will apply to all jobs in the City for the following calendar year, or until changes are approved/made or a new

plan is adopted by the City Council. The salary plan will be accessible to all employees on the City's Intranet and Public drive. Any changes requested during the year will follow the same approval process.

10.2.1 Distribution of Pay. All city employees are paid bi-weekly with the pay period ending on alternate Sundays. Employees who have requested that their paychecks be directly deposited in the bank of their choice will receive a pay stub on or before the scheduled pay date. All employees will receive pay stubs reflecting their earnings and deductions, these will be automatically sent to employees Employee Self Service Accounts (ESS). Any deviation to the distribution of pay policy must go through the department manager, department head, and the finance director.

10.2.2 Pay Rates for New Employees. It is the intent of the salary plan that the starting salary for a new employee shall be the minimum rate of pay for the position. Offers up to 10% above the minimum may be made with the approval of the department head or manager. Requests to extend offers by more than 10%, up to the midpoint of the range, must be submitted to the Human Resources Director. If sufficient justification exists, the HR Director will request a written approval by the Mayor PRIOR to the offer being extended. The approval will be stored in the personnel file along with the offer of employment. Requests to extend offers above the midpoint of the range must be approved by the City Council. Offers above the minimum of the range should only be made if a selected candidate exceeds the minimum qualifications stated in the job description, and if it has been determined that the candidate is the best one for the position. Otherwise, every effort must be made to recruit a qualified employee who will accept the position at or closer to the minimum range.

It is **CRITICAL** that managers take into consideration the salaries of other employees already in the department if they extend offers above the minimum of the range to new employees, to guard against "compression" problems that may be created with the salaries of other employees. Managers must also be certain that their salary budget will cover the funding of a position above the minimum of the range. If it is found to be impossible to recruit an employee without going above the midpoint of the range, it may be necessary to re-evaluate the job to determine if a higher pay grade is appropriate.

10.2.3 Pay Rates for Rehired Employees. If a former employee is rehired, the department head or department manager of the hiring department will determine the rehire rate of pay, not to exceed the midpoint of the salary range. Depending on the length of absence, the employee will receive the benefit eligibility as outlined in Section 1, Paragraph 1.9. Only those employees who were deemed eligible for rehire may be considered for rehire. (See "Job Family Promotions" below, for information on the rehiring of employees into positions that are part of a Job Family.)

10.2.3.1 Part-Time to Full-Time or Full-Time to Part-Time. If an employee changes their employment status from full-time to part-time or from part-time to

full-time, the City will pay out all their accrued vacation time and compensatory time and they will begin accruing (if eligible to accrue) at the new rates established for their new employment status. Additionally, if an employee changes their employment status from full-time to part-time, they will lose all their accrued sick time in their sick leave bank and they will begin accruing (if eligible to accrue) at the new rates established for their new employment status.

10.2.4 Ninety Day Raises and Reviews. 90-day reviews are not required. At the discretion of the employee's department head or manager, and upon completion of the employee's first 90 days as a new full-time employee, or in a new position following a transfer or a promotion (other than a Job Family promotion), an employee may be given a pay increase if he/she was brought into the job between the minimum of the salary range and 10% into the salary range. A request for a pay increase shall be accompanied by a written performance review and sent to HR. The pay increase must be approved by the department head/manager and the Mayor. Compression of other employees in the same position must be taken into consideration prior to submittal to HR. The effective date of the raise, if given, shall be at the beginning of the pay period in which the 90 days ends, and cannot exceed half of the current years budgeted pay increase amount approved by City Council. The funds must also be included in the department's budget. Part-time and seasonal employees are not eligible for a 90 day increase. Recognition of successful completion of 90 days of employment does not alter the City's at-will employment policy nor does it create an employment contract for any period of time.

10.2.5 Annual Pay Raises and Reviews. To ensure that employees perform their jobs to the best of their ability, it is important that they be recognized for good performance, and that they receive suggestions for improvement when necessary. Consistent with this goal, an employee's performance should be evaluated by their supervisor at least annually, documenting the prior twelve months performance. Performance evaluations and annual pay raises, although closely related, are done at different times and on different schedules. The dates for the conducting performance evaluations and the dates for the administration of annual pay raises will be established annually, as specified by the Mayor and Human Resources. Anyone hired after October first will be eligible for COLA increases when given, however they will not be eligible for January merit increases based on their short tenure.

All written performance reviews shall be based on the employee's overall job performance in relation to the employee's established goals and job responsibilities. Goals should be set by both the employee and their supervisor, and should include training, education, skill acquisition, workplace safety, professional development, conduct, demeanor, attitude, attendance and tardiness. Goals should follow the acronym SMART, and be Specific, Measurable, Achievable, Relevant, and Timely.

Specific: State exactly what you want the employee to accomplish (Who,

What, Where Why)

Measurable: How will you demonstrate and evaluate the extent to which the goal has been met?

Achievable: Stretch and challenging goals within ability to achieve outcomes

Relevant: How does the goal tie into your key responsibility? How is it aligned to the objectives?

Timely: Set one (1) or more “Target Dates”, the “Complete By When” dates to guide your goal for successful and timely completion. Include deadlines, dates, and frequencies.

Prior to writing their performance reviews, managers/supervisors may choose to request input from their employees’ co-workers or other employees or managers in their department or other departments. If the supervisor believes that the input received is not objective or fair, he/she has the right to reject it.

The supervisor who completes the written review must discuss it “in person” with the employee prior to asking that employee for his/her signature. The employee’s signature does not necessarily indicate agreement with the review but confirms that the contents of it have been reviewed and discussed with the employee. [The employee has access to their performance review in the HR Portal](#). The employee shall be given an opportunity to write comments on the review at the time of signature or within a reasonable period. See paragraph 10.2.5.2 below on discussions with employees about their pay raise.

In addition to the annual performance reviews, a special written performance evaluation may be conducted by the employee’s Department Head or Manager at any time to advise the employee of his/her current level of performance, and, where appropriate, to address the existence of performance or disciplinary problems and solutions.

10.2.5.1 Performance Ratings. With the establishment of clearly identified and specified goals, employees are evaluated on their achievement of those goals and their overall work performance. Employees who meet their established goals are considered to have met the minimum acceptable standards of performance. Employees who are given “Stretch” goals and meet those are considered to have “exceeded” the minimum acceptable standards of performance. Employees who fail to meet their established goals are considered to NOT meet the minimum acceptable standards of performance. Regardless of the employee’s achievement of established goals, employees who are on restricted sick leave at the time of

their evaluation or on a performance improvement plan WILL NOT be eligible to receive an annual merit increase.

It is highly encouraged that the “next level manager” review all performance reviews written by their subordinate managers prior to the evaluation being given to the employee and/or forwarded to the Human Resource department. It is recommended that any reviews with an above average or below average rating be [approved](#) by the next level manager before being discussed with the employee.

- 10.2.5.2 **Merit Increases.** Once the performance evaluation is complete, the manager can now consider a “merit increase”. Each year the Mayor and Finance Director, with the approval of the City Council, determine an “Average” salary increase percentage that is used in the preparation of the annual budget. That percentage amount is distributed to each department. Employees whose goal achievement and performance is consistently below average [will not receive a merit increase](#). Consequently, employees whose goal achievement and performance is evaluated as above average may receive an above average increase.

Each department is given a budget for salary increases as part of the annual budget process approved by the City Council. That budget percentage is the guideline to use to determine an “average” raise, but department heads or managers may give above average and below average raises, keeping their total department salaries within the budgeted amount for that payroll year. Employees who are at the maximum of their salary range are not eligible for a pay increase using this process. Once necessary levels of approval have been obtained, the employee shall be told the amount of the raise and will receive that amount at the beginning of the year.

- 10.2.5.3 **Leaves of Absence.** [If an employee’s performance review falls while he/she is on a paid leave of absence, the performance review will be completed and reviewed with the employee upon return from leave.](#)

- 10.2.6 **Special Adjustments.** The Mayor has the authority to approve up to 10% on special pay adjustments outside of the employee’s anniversary date, when deemed appropriate for reasons such as demonstrated outstanding performance, competitive market factors, etc. Such adjustments must be approved by the appropriate department head and/or manager reporting to the Mayor. A detailed written recommendation must be forwarded to the [Human Resources Director](#) outlining the outstanding performance prior to being submitted to the Mayor. Special pay adjustments are not designed for routine or standard practices or events. Graduations from schools, completion of training programs, or meeting expectations are not grounds for special adjustments. The performance must be considered truly “Outstanding”, and above and beyond the expectations for the job. Additionally, the department must have available funds in their payroll budgets to

support a special adjustment. Employees at the maximum of their salary range are not eligible for special adjustments.

10.2.6.1 License and Certification Incentive Programs. Many city departments have established License and Certification Incentive programs within their departments, to encourage employees to obtain and maintain various licenses and certifications needed to perform a wide variety of required tasks and services. Employees who achieve these licenses and certifications are eligible to receive [an additional pay \(Add Pay\) or an hourly wage percentage increase](#). These incentive programs are established by the departments formalized in writing and approved by the Department Head/Manager and Human Resources, and then made part of the annual city pay plan. Once established, employees wanting to participate must meet the following guidelines:

- A. The license and/or certifications must be required as part of the employee's job duties.
- B. The license and/or certification must be outlined in writing and certified or accredited by an outside agency. A completion certificate or proof of completion is required in order to enact the additional pay;
- C. Employees are only eligible for additional pay for the license and/or certification while they are performing the associated job duties and as long as their certification and/or license is still valid.

In the event that the employee is no longer performing the job duties associated with the license and/or certification, or in the event the license and/or certification becomes expired or invalid, the Department Head/Manager will notify the HR department to have the additional pay stopped.

Additionally, the city will assist employees in gaining and achieving required licenses and/or certifications by providing registration and enrollment fees, study and testing materials, paying associated licensing fees, and providing appropriate study and practice time to enable the employee to achieve the required license and/or certification.

Once the employee achieves the associated license and/or certification, and is actually performing the associated job duties, the department Head/Manager will contact the HR department to start the additional pay.

10.2.7.1 Top Out Pay The City values the service commitments of our long-term employees and recognizes that some employees may "Top Out" in their pay ranges before they retire or leave the City. Once an employee tops out in their pay range, they are no longer eligible for annual [merit increases](#), promotional increases or Cost of Living Allowances. To address this, the City has established a "Top Out Pay" for those employees who meet the conditions below. The provisions of this section are effective with the start of budget year 2023 and reviewed annually for adjustments. Employees who are nearing top out or who are already at top out have options to receive a portion of the annual merit increase amount as

indicated below:

- (1) If an eligible employee is close to the top of their pay range, but still has some increase opportunity, they will be able to receive some of the annual increase amount up to the top of their pay range. Additionally, based on the amount they are eligible to receive they may also be eligible for an additional lump sum amount.
- (2) For employees who are already at top out in their pay range, they will be eligible for an annual top out pay equal to One Half (1/2) of the annual increase amount approved by City Council through the annual budget process.

Any top out pay amounts in excess of the employee's pay range will be paid out in a lump sum and will be subject to appropriate deductions (state & federal taxes, pension costs, etc.)

To be eligible for top out pay, the employee must meet the following criteria:

- (1) The employee is currently topped out in their pay grade and the employee's position is not associated with a job family/apprenticeship program with opportunities in higher grades.
- (2) The employee is currently working as a regular, full-time employee, at least 32 hours per week.
- (3) The employee has received an overall assessment of "Meeting or Exceeding Goals" on their most recent performance appraisal.
- (4) The employee is not the subject of a Performance Improvement Plan (PIP) or any other disciplinary action within the past 12 months; and
- (5) The employee is not currently on Restricted Sick leave (RSL).

At the end of each calendar year, employees who meet the above requirements will be eligible for an annual Top Out Pay as specified above. Even though employees may qualify for the Top Out Pay, the City will continue to offer and encourage employees to seek out educational opportunities, skill enhancements, certifications, and career changes to enable them to seek out and qualify for positions that offer higher pay ranges and greater earning opportunities.

10.2.8 Promotions. Promotions are defined as "advancements to a position of a higher pay grade, excluding job families, where the duties and responsibilities are significantly different and greater. An advancement from Police Officer to Police Corporal **WOULD** be considered a promotion – an advancement from Administrative Assistant I to Administrative Assistant II **WOULD NOT** be considered a promotion. It is vitally important for managers to take into consideration the salaries of other employees already in the job grade when considering an employee for promotion. This applies to promotions of internal

department employees and to transfers from other departments. This will ensure that there are no compression problems created by the promotion. If there is a potential compression problem, managers should also take into consideration that the candidate for promotion has earned his/her present higher rate of pay because of the value of the job to the City that he/she held prior to the promotion. However, if the candidate will be a trainee in a new field, there may be justification for not giving a promotional increase.

See the “Employment” Section of this manual for additional information on promotions, in the paragraphs on “Internal Applicants” and “Effective Dates”.

10.2.8.1 Promotions One Grade Higher. If an employee is promoted to a position one grade higher, the increase shall normally be the greater of (a) the minimum salary of the new grade, (b) the annual budget percentage for that year’s average merit increase, or (c) a percentage amount not to exceed 5%. Any increase authorized may not exceed the maximum for the new position. At no time may an employee be hired or promoted and paid below the minimum of the grade for the job they are filling. The Mayor has the authority to approve exceptions to this policy if extenuating circumstances are present.

10.2.8.2 Promotions Two or More Grades Higher. If an employee is promoted to a position two or more grades higher, the increase shall normally be greater of (a) the minimum salary of the new grade, (b) double the annual budget percentage for that year’s average merit increase, or (c) a percentage not to exceed 10%. Any increase authorized may not exceed the maximum for the new position. Again, at no time may an employee be hired or promoted and paid below the minimum of the grade for the job they are filling.

10.2.8.3 Promotions to Department Head. In the event the Mayor must select an internal candidate for a Department Head position, the Mayor can offer a starting salary for that position that exceeds the provisions of sections 10.2.8.1 and 10.2.8.2 above, and that would be commensurate with an offer that would be made to a candidate who is outside the City (not an internal employee), providing the internal candidate meets or exceeds the hiring criteria.

10.2.8.4 Compensatory Time. If an employee is promoted from an hourly position to a salaried position, he/she will be required to use up or be paid for any remaining accrued compensatory time prior to the effective date of the promotion.

10.2.8.5 Job Family Promotions. “Job Families” are defined as a group of jobs (i.e. Parks Worker I, II, and II) that are similar in job duties, skill levels, and job knowledge, where employees can advance within the job family

based on time worked in the job, on-the-job experience, additional outside education/training, and meeting the performance expectations contained in the job description. All aspects of job performance must be satisfactory, including attendance, attitude, behavior, cooperation, teamwork, and, most importantly, demonstrated job performance. An employee who is in a job family position for a minimum of 24 months and meets or exceeds all the standards set forth above may be advanced to the next level of the job family. Written request and justification from the department manager and the department head [must be sent to the Human Resources Director and approved by the](#) Mayor, in order to waive the 24 month-in-grade requirement and approve the advance of the employee one (1) step within the job family. Credit will be given to rehired employees for past experience in a job family, so if they had in the past at least a year in the entry level position in the job family, they

may be hired above the entry level position upon recommendation by the Department Head or Manager.

The existing job families are:

Customer Service Representative I, II, III
Customer Billing Representative I/II
Accounting Specialist I, II, III,
Administrative Assistant I, II
Police Clerk I, II
Deputy Court Clerk I, II, III
Meter Reader I, II
Parks Maintenance Worker I, II, III
Public Works Maintenance Worker I/II/III
Heavy Equipment Operator I, II, III
Apprentice Lineman I, II, III, IV
Recreation Specialist I/II/III
GIS Technician I/II/III
Information Systems Technician I/II/III
New Service Coordinator I/II/II
Electrical Engineering Technician I/II/III
Electric Technician I/II/III
Electric Service Coordinator I/II/III
Library Specialist I, II
Police Officer I/II/III
Telecommunicator I, II, III
Custodian I, II
Facilities Maintenance Technician I,II, III
Firefighter I, II
Building Permit Clerk I/II/III
Building Plans Examiner I/II/III
[Water Distribution Operator I/II/III](#)
[Wastewater Collections Operator I/II/III](#)
[WRRF Lab Technician I/II/III](#)
[WRRF Operation Technician I/II/III](#)
[WRRF Compost Technician I/II/III](#)
[WRRF Maintenance Technician I/II/III](#)

- 10.2.8.6 **Electric and Transportation Department Promotions.** To advance to one of the Powerline Electrician positions, an employee must be a previously certified powerline electrician or enter the Apprentice Program as an Apprentice Powerline Electrician. As an Apprentice, the employee must complete certain written exams each year that he/she is in the program. The program normally lasts four years. Once the employee completes the time required for on-the-job training and passes the required written exams, he/she is eligible for step increases in the program. If an employee does not pass the apprentice exams on the

required annual schedule, as administered by the Electric Department, or chooses not to complete the program, the department is under no obligation to find the employee suitable employment, inside or outside the department. If no suitable opening exists within the department, the employee will have the opportunity to apply for other open positions in other departments and the City. If no openings exist, or if the employee is not qualified for or accepted for an open position, the employee will be terminated. There will be no addition to department headcount for any of the promotions listed in this policy.

The Transportation department also has an apprentice program for Traffic Signal Technicians. The program rules and guidelines are similar to those listed above.

- 10.2.8.7 Temporary Work at a Higher Classification.** When a Management or Supervisory position is vacant and an employee in a lower level position is officially assigned in writing by the Mayor to also take on the duties of the higher level position, the person in the “acting” capacity will be paid an additional 5% above his/her regular pay. This additional pay is given in recognition of taking on the extra duties, and will be effective at the start of the pay period when the employee assumes the additional responsibilities. Additionally, the pay will end at the end of the pay period when the additional responsibilities are removed. The employee’s pay is not capped by the top of his current grade, since he/she is acting in a higher grade. The start date and end date of the temporary work must be documented. The extra pay, if paid, will terminate the day the employee returns to performing the duties of his/her former single job at the end of the temporary additional role. If the vacancy is filled by the promotion of the employee who was performing the majority of the job duties on an “acting” basis, his/her promotion percentage will be calculated as stated in 10.2.8.1 or 10.2.8.2 above.

If the employee’s anniversary date comes up while he/she is in the temporary assignment, the employee’s normal raise will be applied to his/her base pay, with the additional 5% applied on top of that new base rate. If the employee is selected to fill the vacancy by regular promotion, the date of the promotion will become the employee’s new anniversary date.

- 10.2.8.8 Administrative Upgrades.** It may become necessary from time to time for the City to conduct internal or external wage and salary reviews and make administrative changes or upgrades to the salary ranges. When these changes are made, they must first be approved by the Mayor and City Council. As a result of these changes, employees can have their salaries affected in two ways. First, employees who were previously “Topped Out” may now be eligible for an annual increase, at the time of

their next annual review. Second, employees who were previously in the range, and now fall below the minimum range, will [receive a salary adjustment as needed to maintain equity among incumbents within the revised pay grade](#).

10.2.8.9 **Hiring Outside Candidates.** Whenever the hiring manager has a choice of promoting a fully qualified “Internal” candidate (active employee) or hiring an equally qualified external candidate, the Mayor has the authority to approve a promotional wage for the internal candidate that would be equal to the starting wage offered to the external candidate.

10.2.9 **Transfers.** Full-Time employees are eligible to request a transfer from one assignment (position) to another within the City. To be eligible for consideration for a transfer, the employee must have a minimum of one (1) year of full-time service with the City in their current department, have a good record of service (performance/attendance), and be recommended by their manager. If a transfer is approved, the employee’s current department must release them to their new department within 2 weeks of the accepted transfer. Exceptions to this policy can only be made with the approval of both department supervisors. There are several types of transfers that employees can apply for (see below). Also see the Employment Section of this manual for additional information on transfers, in the paragraphs on “Internal Applicants” and “Effective Dates.”

10.2.9.1 **Lateral Transfers.** If an employee transfers laterally to a job in the same pay grade as currently held, whether within or outside of his/her department, there shall be no change in pay. The employee’s former supervisor shall complete a written performance review at the time of the transfer to close out the period in the former position.

10.2.9.2 **Voluntary Transfers to Lower Grade.** If an employee requests a voluntary transfer to a different position in a lower grade, the salary offered [will be](#) less than his/her current salary. This request will be made in writing and signed by the employee. [A reduction](#) in salary will accompany the reduction in grade. [The employees pay cannot exceed maximum of the pay range](#). Managers should take into consideration the salaries of other employees already in the department to guard against “compression” problems that may be created with the salaries of other employees. Such transfers usually will not be followed by a ninety-day raise. Since these situations are expected to arise infrequently, it is recommended that the supervisor visit with human resources for review prior to taking action.

10.2.9.3 **Involuntary Transfer to Lower Grade.** If an employee is unable to fulfill the duties of his/her present job for any reason, but it appears that employee may be able to perform satisfactorily in a less demanding position, the department head or manager may, with the written prior

approval of the Mayor, offer to the employee the option of accepting a demotion to such a less demanding position, if a vacancy exists, rather than termination. In most cases, a reduction in salary will accompany the reduction in grade. The employee's pay shall be handled as if it were a "Reclassification Downgrade," described below.

10.3 Cost of Living Adjustments. Each year, the Mayor shall decide whether inflation warrants recommending a Cost of Living Adjustment (COLA) to the City Council. If funds are available for such a recommendation, the increase will be based on the annual "Social Security COLA" that is determined by the Social Security Administration, to take effect the first pay period of the new year. If less funds are available than can support the Social Security COLA, and if the Mayor still wants to recommend a COLA, the Mayor will determine an amount that can be supported by the annual budget. If recommended to and approved by the City Council, the COLA will be applied equally to employee salaries including those of elected officials and will be effective at the beginning of the first pay period in January. In years where Cost of Living Adjustments are recommended to City Council the Mayor, Finance Director and Human Resources Director will determine whether or not the COLA will be applied to the pay ranges in order to maintain competitive pay rates.

10.4 Classification System. The Classification System provides a systematic arrangement and inventory of the positions in the City of Bentonville. Each position will be assigned a specific pay grade and will have a written job description.

10.4.1 Pay Grades. A pay grade is the level at which a particular job is assigned. Each pay grade has its own salary range. There are separate sets of pay grades for the Fire Department, the Police Department, [Water and Electric Utilities](#), elected officials, part time and seasonal jobs. All other hourly and salaried jobs are in one set of pay grades.

10.4.2 Job Descriptions. All job descriptions shall include the essential functions of the job and the minimum requirements or qualifications needed to perform those essential functions, such as education, work experience, physical requirements, or other factors. The information contained in the job description will be helpful in determining and ensuring consistency in the assignment of the appropriate pay grade for each position. A set of job descriptions for all positions in the City shall be maintained in the Human Resources office.

10.4.3 Classification of Positions. For new proposed positions, the department head or manager shall submit a draft of the job description, a narrative description of the reasons for the changes proposed, along with the recommended pay grade and an organizational chart, if the organizational structure will be impacted in any way, to human resources for review and signature. Such proposals will then be forwarded to the finance director, and then to the Mayor for consideration. If approved, they will then be submitted to the City Council. If approved by the

Council in ordinance form, they will then be incorporated into the pay schedule for the current fiscal year, or at the date set by the City Council. Such changes will normally be discussed, submitted and considered as part of the annual budget process. This allows time to determine the appropriate pay grade and cost factors prior to submitting the proposal to the City Council.

10.4.3.1 Reclassifications of Positions. At any time, department heads or Managers may submit a request for a reclassification of a current position in their department. The reclassification may be requested because the position is thought to have been incorrectly classified originally, or because of a substantial change is thought to have occurred in the duties and responsibilities assigned to the position.

Whether or not there is an incumbent in the position at the time, the decision as to whether a reclassification is appropriate to pursue will be based on what the position should be, not on the qualifications of any incumbent. If the request is supported by the department head or manager, he/she shall work with human resources, following the steps outlined above. Requests for reclassifications of positions from nonexempt (or hourly) to exempt (or salaried) shall be reviewed in light of the requirements of the federal Fair Labor Standards Act (FLSA).

10.4.3.2 Reclassification Upgrades. If a position is reclassified to a higher grade with an incumbent in it at the time, that incumbent will be upgraded to the new pay grade unless there is a substantial change in duties and responsibilities for which the incumbent is not qualified to perform. The incumbent's salary will not change unless (a) it is at the maximum of the former grade prior to the upgrade, (b) it is below the minimum of the new grade, in which case it will be increased to that minimum, or (c) the job was upgraded because of a substantial change in duties and responsibilities, and the incumbent is considered qualified to perform the job, in which case it will be considered a promotion. No increase will be given when the reclassification is based on an administrative upgrade. See paragraph 10.2.8.8 above. If otherwise qualified, a raise shall then be given following the promotional policy set forth above, effective at the beginning of the relevant pay period. Exceptions to this policy require approval by the Mayor.

10.4.3.3 Reclassification Downgrades. If a position is reclassified to a lower grade with an incumbent in it at the time, that incumbent will be downgraded to the new pay grade. If the incumbent employee's salary is below the midpoint of the range in the new pay grade, it will not be reduced. If it is between the midpoint and the maximum of the range in the new pay grade, a decision shall be made on whether or not it will be reduced, after reviewing several factors including position in range, salaries of other incumbents in the department in the same pay grade, and practices being followed in other departments. If it is above the

maximum of the range for the new pay grade, it will be reduced to a point not less than the midpoint of the new range after reviewing the factors listed above and using an effective date of the beginning of the relevant pay period. Such downgrades usually will not be followed by a 90-day raise.

Consideration shall also be given as to whether future increases are going to be delayed allowing for enough range movement to properly position the employee's salary in the range. If so, written documentation to that effect must be placed in the employee's personnel file at the time of the downgrade. The employee's anniversary date will not change if the downgrade is due to this kind of position reclassification.

10.4.3.4 Part-Time Positions. Part-time positions are assigned to appropriate pay grades by human resources, in conjunction with the department head or manager. Employees in those positions are eligible for annual merit increases and COLAs.

10.4.3.5 Seasonal Positions. Seasonal positions are used in the Parks Departments. Those positions are assigned to appropriate pay grades by human resources, in conjunction with the department head or manager. The pay rate shall be determined at the start of each season for both first time and rehired seasonal employees, staying within the amount budgeted by the department for that year.

10.5 Reorganizations. In the event of a proposed reorganization, the department head will submit a proposed organization chart, updated job descriptions of any jobs being impacted by the reorganization, and a narrative description of the reasons for the reorganization to human resources for review and signature. Such proposals will then be forwarded to the finance director, then to the Mayor for consideration. If recommended by the Mayor, they will be placed on an agenda at a regularly scheduled meeting for consideration by the City Council.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Machele Bowen
Phone:	479-271-3117	For Department(s):	Human Resources
Email:	mbowen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Authorizing a Budget Adjustment for Workers Compensation Insurance
Action Recommendation & Justification:	Approval of a resolution authorizing a budget adjustment in the amount of \$159,345.03, for the City's Workers Compensation carrier for additional funds owed for 2024 & 2025. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The budget adjustment is shown on the following page. This will be funded by each funds reserves.
Amount for Approval:	\$ 159,345.03

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!



Budget Adjustment - 2024/2025 Workers Compensation Insurance

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101010-41620	Workers' Compensation	81.02	
101020-41620	Workers' Compensation	113.67	
101030-41620	Workers' Compensation	68.78	
101040-41620	Workers' Compensation	168.21	
101050-41620	Workers' Compensation	222.19	
101060-41620	Workers' Compensation	19.74	
101210-41620	Workers' Compensation	189.05	
101610-41620	Workers' Compensation	200.52	
101630-41620	Workers' Compensation	3,019.38	
101650-41620	Workers' Compensation	8.52	
102010-41620	Workers' Compensation	31,658.99	
102020-41620	Workers' Compensation	56,720.84	
105020-41620	Workers' Compensation	4,990.68	
105030-41620	Workers' Compensation	16,912.61	
105050-41620	Workers' Compensation	397.32	
105060-41620	Workers' Compensation	406.26	
203810-41620	Workers' Compensation	12,136.33	
503010-41620	Workers' Compensation	12,135.25	
503020-41620	Workers' Compensation	7,451.40	
503030-41620	Workers' Compensation	5,139.88	
503040-41620	Workers' Compensation	5,418.01	
503520-41620	Workers' Compensation	541.18	
503530-41620	Workers' Compensation	1,345.20	

Total

159,345.03

-

Memo



To: City Council, Mayor Orman
From: Machele Bowen, Human Resources Director
Date: January 22, 2025
Re: Council approval of a Resolution authorizing a Budget adjustment for 2025 Workers Compensation coverage.

Human Resources is seeking City Council's approval of a resolution authorizing a budget adjustment for Key Risk our Workers Compensation carrier in the amount of \$159,345.03.

The 2023 workers compensation audit and the 2025 renewal was being conducted during the 2025 budget period, and was not finalized until January 2025. During the audit city staff was able to make reclassification corrections which resulted in a \$14,608.00 savings to the City.

I have submitted a memo and renewal calculation example from our Broker, Stephens Insurance, LLC which outlines the process. This budget adjustment accounts for a true up of wages originally estimated for 2024. Working with our broker we were able to make additional adjustments which included review of pay codes that were included in eligible wages, and corrections to risk code classifications. Due to the policy renewal process of using previous years audited wages for renewal purposes it is estimated that the 2024 audit will result in an additional \$74,000 in premium owed. The \$74,000 is included in the budget adjustment requested.

Due to the timing of the 2025 Worker's Compensation renewal we were unable to obtain the renewal total for this in the budget passed by Council in December 2024. The additional budgeted needed to cover the 2025 renewal is \$85,345.03. This amount is included in the budget adjustment request as well.

We have worked with our Broker to ensure we will have the data needed for future budget years to make an accurate estimate of premiums owed.

If you have any questions regarding this item, please contact Machele Bowen at mbowen@bentonvillear.com or call 479-271-3117.

January 15, 2025

RE: Workers Compensation – Payroll projections/Audit procedures

Dear City of Bentonville Team,

Regarding the 2024-2025 workers compensation policy, the basis of the policy rating is the estimated gross payroll per employee classification.

The payroll is estimated at the beginning of the policy period, and the policy is then rated and issued on that projection. At the end of the policy period and as a condition of the policy, an audit is conducted to conclude what the actual final gross payroll was during the policy term.

The attached exhibit outlines the gross payroll projection during the 1/1/2024-1/1/25 policy term by classification. The rate is a per \$100 of payroll. The rating factors such as the experience modification, premium discounts, and terrorism are then added to determine a final estimated premium. Once the audit is completed, a final premium will be determined. If the actual payroll was increased, and additional premium charge will result. If a lesser payroll is determined, a premium credit would develop. **Note: the projected payroll for the 1/1/2024-1/1/2025 period shown on the exhibit were used as the estimates in the beginning of term since this payroll was the result of the 2023-2024 Final Audit.

The audit is being scheduled by KEYRISK auditor at this time and they will reach out to the City Team. The auditor will conduct, and reconcile the actual gross payroll for the 1/1/24-1/1/25 policy term providing a final report once complete.

Please let me know if I can assist with any questions or concerns.

Sincerely,

Sarah Day Goolsby, CIC

Senior Account Manager

Commercial Property & Casualty

o: 479-718-7411 | 800-643-9691

sarah.goolsby@stephens.com

2024-2025 Policy Term-Payroll Estimates, and Estimated Premium

Classification	Code	2024 Estimated Payroll	Manual Rate	Estimated Premium
Street or Road Construction - Paving or Repaving & Drivers	5506	\$1,267,121	\$2.950	\$37,380
Waterworks Operation & Drivers	7520	\$3,116,662	\$1.630	\$50,802
Electric Light or Power Co. NOC - All Employees & Drivers	7539	\$5,286,253	\$0.980	\$51,805
Sewage Disposal Plant Operation & Drivers	7580	\$1,365,632	\$1.680	\$22,943
Firefighters & Drivers	7710	\$7,086,387	\$2.500	\$177,160
Police Officers & Drivers	7720	\$5,775,320	\$1.500	\$86,630
Clerical Office Employees NOC	8810	\$7,475,394	\$0.090	\$6,728
Animal Control Officers & Drivers	8831	\$133,832	\$0.780	\$1,044
Park NOC - All Employees & Drivers	9102	\$5,896,043	\$1.790	\$105,539
Municipal, Township, County, or State Employee NOC	9410	\$2,222,329	\$1.250	\$27,779
Subtotal		\$39,624,973		\$567,809
Employers Liability	9812		\$0.011	\$6,246
Experience Modification	9898		0.99	\$568,314.41
Schedule Rating Premium	9887		0.84	\$477,384.10
Premium Discount	63		-0.1019	-\$48,645.44
Expense Constant	900			\$320
Terrorism	9740		0.01	\$3,962.50
Catastrophe(other than certified actas of Terrorism)	9741		0.02	\$7,924.99
Total Premium				\$440,946.15

RESOLUTION NO. _____

A RESOLUTION AMENDING THE 2025 BUDGET TO APPROPRIATE ONE HUNDRED FIFTY-NINE THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS AND THREE CENTS (\$159,345.03) FROM THE GENERAL, UTILITY, AND STREET FUND RESERVES, INTO VARIOUS ACCOUNTS, FOR WORKERS COMPENSATION COVERAGE; AND FOR OTHER PURPOSES.

WHEREAS, Human Resources is seeking City Councils approval of a resolution authorizing a budget adjustment for Key Risk, the City of Bentonville's Workers Compensation carrier;

WHEREAS, the 2023 workers compensation audit and the 2025 renewal were conducted during the 2025 budget period, and was not finalized until January 2025; and

WHEREAS, it is estimated that the 2024 audit will result in an additional seventy-four thousand dollars (\$74,000.00) in premium owed and a total of eighty-five thousand three hundred forty-five dollars and three cents (\$85,345.03) for the 2025 Worker's Compensation renewal.

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

Section 1: The 2025 Budget is adjusted to appropriate one hundred fifty-nine thousand three hundred forty-five dollars and three cents (\$159,345.03) from the General, Utility, and Street Department Fund Reserves into various accounts as listed on Exhibit "A";

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk

Exhibit “A”

Budget Adjustment - 2024/2025 Workers Compensation Insurance

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101010-41620	Workers' Compensation	81.02	
101020-41620	Workers' Compensation	113.67	
101030-41620	Workers' Compensation	68.78	
101040-41620	Workers' Compensation	168.21	
101050-41620	Workers' Compensation	222.19	
101060-41620	Workers' Compensation	19.74	
101210-41620	Workers' Compensation	189.05	
101610-41620	Workers' Compensation	200.52	
101630-41620	Workers' Compensation	3,019.38	
101650-41620	Workers' Compensation	8.52	
102010-41620	Workers' Compensation	31,658.99	
102020-41620	Workers' Compensation	56,720.84	
105020-41620	Workers' Compensation	4,990.68	
105030-41620	Workers' Compensation	16,912.61	
105050-41620	Workers' Compensation	397.32	
105060-41620	Workers' Compensation	406.26	
203810-41620	Workers' Compensation	12,136.33	
503010-41620	Workers' Compensation	12,135.25	
503020-41620	Workers' Compensation	7,451.40	
503030-41620	Workers' Compensation	5,139.88	
503040-41620	Workers' Compensation	5,418.01	
503520-41620	Workers' Compensation	541.18	
503530-41620	Workers' Compensation	1,345.20	

Total	159,345.03	-
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City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Tracy Billings
Phone:	479-696-0229	For Department(s):	Transportation
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:	Resolution to Amend Resolution No. 1-14-25A Rescheduling Public Hearing (VAC24-0006)
Action Recommendation & Justification:	Approve Resolution amending Resolution No. 1-14-25A to reschedule the Public Hearing for February 11, 2025 to vacate Street Right of Way and establish Utility Easement located at Lot 16 of Hillcrest Addition (VAC24-0006).
Additional Comments for Consideration (Optional):	An error prevented this public hearing notice to be published for two (2) consecutive weeks; therefore, the public hearing should be rescheduled for proper publication to occur.
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

RESOLUTION NO. 1-14-25 A

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas requesting Street Right-of-Way Vacation (VAC24-0006) and to establish a Utility Easement within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK 1 PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 16, MARKED BY A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SOUTHEAST D STREET (70' WIDTH);
THENCE ALONG THE SOUTH LINE OF LOT 2, BLOCK 2, MEADOWGLADE SUBDIVISION, A SUBDIVISION IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN PLAT BOOK 19 PAGE 158 SOUTH 87 DEGREES 22 MINUTES 18 SECONDS EAST, A DISTANCE OF 11.09 FEET TO A FOUND 1-INCH PIPE;
THENCE SOUTH 03 DEGREES 03 MINUTES 30 SECONDS WEST, A DISTANCE OF 75.22 FEET TO THE NORTHEAST CORNER OF LOT 15, HILLCREST ADDITION;
THENCE WITH THE NORTH LINE OF SAID LOT 15 NORTH 87 DEGREES 22 MINUTES 18 SECONDS WEST, A DISTANCE OF 10.00 FEET TO A 5/8 INCH REBAR WITH CAP INSCRIBED "AR PLS 1659" FOUND AT THE SOUTHEAST CORNER OF LOT 16, HILLCREST ADDITION;
THENCE WITH THE EAST LINE OF SAID LOT 16 NORTH 02 DEGREES 13 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.22 FEET TO THE POINT OF BEGINNING; HAVING AN AREA OF 793 SQUARE FEET, 0.018 ACRES MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Right-of-Way is set for a hearing January 28, 2025 at 6:00 p.m. in the City Council Room 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 14 day of January, 2025, at a regular meeting of the City Council of the City of Bentonville, Arkansas.

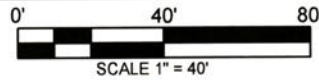
[REDACTED]
Malorie Marrs, City Clerk
Bentonville, Arkansas

[REDACTED]
Stephanie Orman, Mayor
City of Bentonville, Arkansas



EXHIBIT "A"

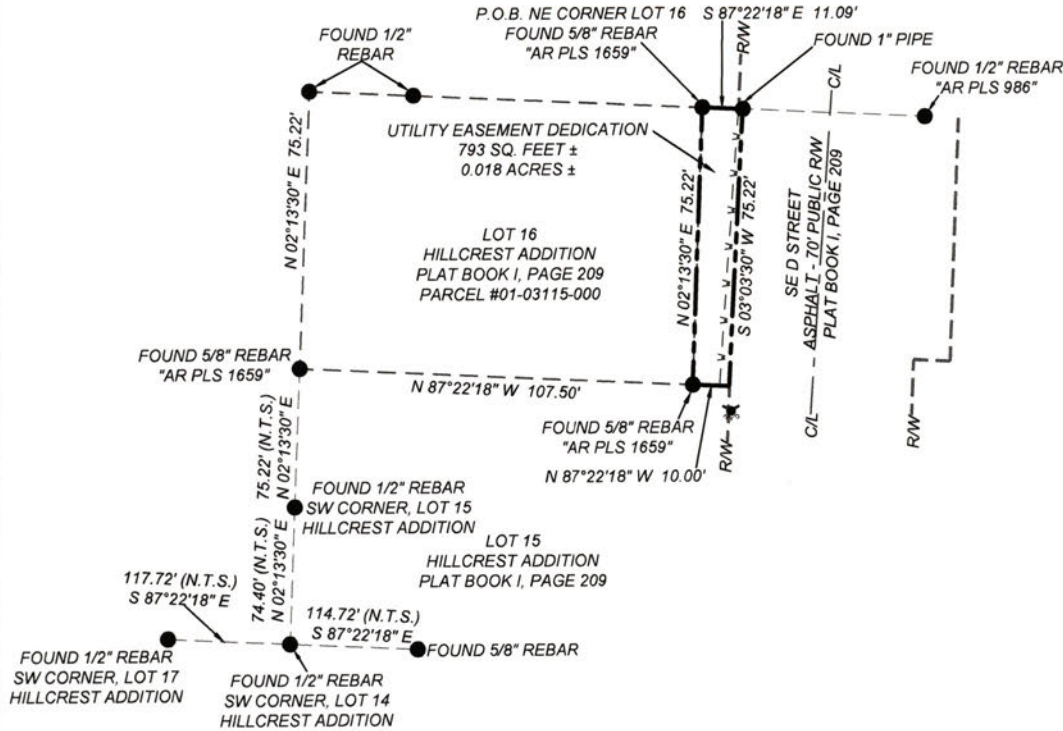
THIS EXHIBIT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



SHEET 1 OF 1

GRID NORTH, BASED ON ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83

LOT 2 BLOCK 2
MEADOWGLADE SUBDIVISION
PLAT BOOK 19, PAGE 158



BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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UTILITY EASEMENT DEDICATION EXHIBIT

FOR: Verdant Studio

RIGHT-OF-WAY VACATION
ACROSS THE LANDS OF:
FREEDOM REALTY LLC

1208 SE D STREET
BENTONVILLE, AR 72712

DATE: 04/29/2024
DRAWN BY: TS
CHECK BY: DW

JOB NUMBER: 22-11809.01
EXHIBIT #: 1 OF 1
REVISION:

LEGEND

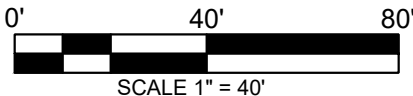
- FOUND MONUMENT AS-NOTED
- ⚡ FIRE HYDRANT
- N/F NOW OR FORMERLY
- EASEMENT LINE
- R/W LINE/ADJOINER LINE
- QUARTER SECTION LINE
- CENTERLINE OF RAILROAD
- UNDERGROUND WATER LINE

BLEW
& ASSOCIATES, P.A.

3825 N. SHILOH DRIVE,
FAYETTEVILLE, AR 72703
OFFICE: 888-933-2111 EMAIL:
SUPPORT@BLEW.COM

EXHIBIT "A"

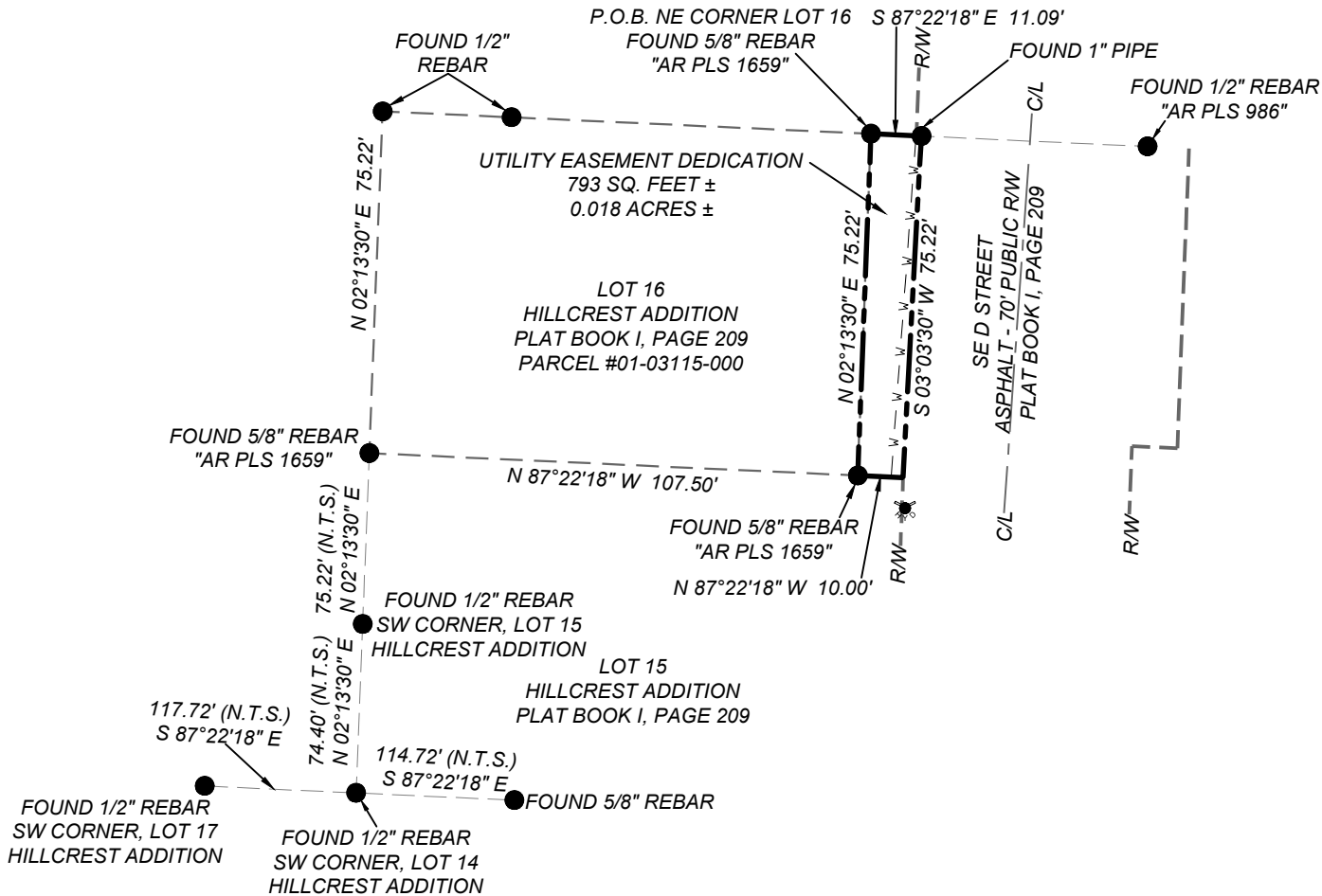
THIS EXHIBIT HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



SHEET 1 OF 1

GRID NORTH, BASED ON ARKANSAS STATE
PLANE COORDINATE SYSTEM, NORTH ZONE
NAD83

LOT 2 BLOCK 2
MEADOWGLADE SUBDIVISION
PLAT BOOK 19, PAGE 158



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UTILITY EASEMENT
DEDICATION EXHIBIT

FOR: Verdant Studio

RIGHT-OF-WAY VACATION
ACROSS THE LANDS OF:
FREEDOM REALTY LLC

1208 SE D STREET
BENTONVILLE, AR 72712

DATE: 04/29/2024
DRAWN BY: TS
CHECK BY: DW

JOB NUMBER: 22-11809.01
EXHIBIT #: 1 OF 1
REVISION:

LEGEND

- FOUND MONUMENT AS-NOTED
- ⚡ FIRE HYDRANT
- N/F NOW OR FORMERLY
- EASEMENT LINE
- - - R/W LINE/ADJOINER LINE
- - - QUARTER SECTION LINE
- - - CENTERLINE OF RAILROAD
- W - W - W - UNDERGROUND WATER LINE



3825 N. SHILOH DRIVE,
FAYETTEVILLE, AR 72703
OFFICE: 888-933-2111 EMAIL:
SUPPORT@BLEW.COM

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 1-14-25A; SETTING THE DATE OF PUBLIC HEARING FOR FEBRUARY 11, 2025; AND FOR OTHER PURPOSES.

WHEREAS, City Council passed Resolution No. 1-14-25A at its January 14, 2025 meeting, setting this right-of-way vacation for public hearing on January 28, 2025;

WHEREAS, an error prevented notice from being published once per week for two (2) consecutive weeks as required by Ark. Code Ann. Section 14-301-302(c);

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas requesting Street Right-of-Way Vacation (VAC24-0006) and to establish a Utility Easement within the City of Bentonville, Arkansas be vacated, which said right of way is described as follows:

BEING A 10-FOOT WIDE STRIP OF LAND LYING IN THE RIGHT-OF-WAY OF SOUTHEAST D STREET, LYING EAST OF AND ADJACENT TO THE EAST LINE OF LOT 16 HILLCREST ADDITION, PLAT BOOK I PAGE 209, BENTON COUNTY ARKANSAS; NORTH OF AND ADJACENT TO THE NORTH LINE OF LOT 15 OF SAID HILLCREST ADDITION, AND LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF LOT 2 BLOCK 2, MEADOWGLADE SUBDIVISION PLAT BOOK 19 PAGE 158, BENTON COUNTY ARKANSAS, SAID 10-FOOT WIDE STRIP OF LAND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
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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 vacate the above described Right-of-Way is set for a hearing February 11, 2025 at 6:00 p.m. in the City Council Room 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 _____, 2025, 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:	1/28/2025	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Boys and Girls Club CDBG Sub-Recipient Award 2024
Action Recommendation & Justification:	A Resolution approving a CDBG sub-recipient contract in the amount of \$10,000.00 with the Boys and Girls Club for scholarships. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This action corresponds with the Council-approved CDBG consolidated plan from July, 2024 which included the Boys and Girls Club project.
Amount for Approval:	\$ 10,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND Boys and Girls Club of Benton County FOR BENTONVILLE CDBG PROGRAM YEAR 2024

THIS AGREEMENT, entered this _____ day of _____, 2025 by and between the City of Bentonville (herein called the “Grantee”) and the Boys and Girls Club of Benton County (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will use grant funds to support their scholarship program (both need based and programmatic). These scholarships will be awarded to children and teens from low income families and to children and teens in foster care in Bentonville, and will provide funding for these persons to participate in after-school and summer programming offered by the Subrecipient. All action needed from the Subrecipient is in relation to the administration of the scholarship. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of scholarship recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance. This is a public service activity and will take place at the Subrecipient’s location of 2801 Walker Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of scholarships to children and teens of low income families and to children and teens in foster care in Bentonville. No program income will be generated by this project. No funds will be committed until the completion of an environmental review by the City of Bentonville.

General Administration

All administrative tasks will be in relation to the scholarship program, including distributing funds, recordkeeping of adherence to CDBG requirements, communicating with the Grantee through reporting periods, and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation. All funding will be used for the scholarship program tuition reimbursement.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the income eligibility requirements for the needs-based scholarship program, which ensures that funding will only be distributed to families who are at or below 200% of the federal poverty level or have demonstrated emergency circumstances which place them as being principally low income such as foster youth. All programmatic scholarships awarded will require information on family size and income so that it is evident that these scholarships go to persons whose family does not exceed the low and moderate income limits.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Scholarship Funds	N/A	20 persons served

Units of service is defined by the number of persons the Subrecipient provides funding for through the scholarship program. Each person served will be a 'unit'. The per-month unit goal may fluctuate due to the seasonal nature of the program (such as providing after-school care only being possible during the school year) but the Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is made. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period.

Performance will be measured by the number of scholarship recipients.

D. Staffing

Kari Fletcher, COO of the Boys & Girls Club of Benton County, is responsible for overseeing the distribution of scholarship funds, completing all reporting requirements to the Grantee, and communicating with the Grantee on the status of the project.

No CDBG funds will be used for staffing compensation.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

The Subrecipient will submit monthly reports to the Grantee documenting performance. The Subrecipient agrees to monitoring by the Grantee, including potential in-person monitoring visits.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the third day of February, 2025 and end on the first day of June, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$10,000.00
Indirect Costs (Specify)	_____
TOTAL	\$10,000.00

For this agreement, the Subrecipient will receive a total of \$10,000.00. The total amount of this funding will be put toward scholarships for child participants of the Subrecipient's programming. This \$10,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this

Agreement shall not exceed \$10,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of scholarships provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Taylor Allen, Community and
Economic Development Planner

City of Bentonville

305 SW A Street
Bentonville, AR 72712

(479) 271-3122

Subrecipient

Boys and Girls Club of Benton County

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

The City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

- 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
- 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdrawn, or otherwise restricted.

The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110);
- 3) Expense funds under this Agreement for ineligible activities, services, or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Requirements at Subpart K include:

- § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- § 570.602 Section 109 of the Act.
- § 570.603 Labor standards.
- § 570.604 Environmental standards.
- § 570.605 National Flood Insurance Program.
- § 570.606 Displacement, relocation, acquisition, and replacement of housing.
- § 570.607 Employment and contracting opportunities.
- § 570.608 Lead-based paint.
- § 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
- § 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- § 570.611 Conflict of interest.
- § 570.612 Executive Order 12372.
- § 570.613 Eligibility restrictions for certain resident aliens.
- § 570.614 Architectural Barriers Act and the Americans with Disabilities Act.
- § 570.615 Housing counseling.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to

be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

To document financial eligibility, the Subrecipient will collect income documentation through an IRS 1040 form from each recipient household. That documentation will be retained by the Subrecipient in the activity file.

The Subrecipient will ensure that reasonable precautions are taken to preserve the privacy and confidentiality of all client data.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written

consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments

will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

Progress reports must include the number of persons served, the cost associated with each scholarship award, the racial demographics of the recipients, the income level of the recipients, and the household size of the recipients.

Reports will be submitted monthly upon performance of the activities included in the scope of work and will continue until the project is completed and all funds disbursed and closed out.

An invoice for the services provided each month must accompany the progress report submitted.

Changes in the report schedule may be requested by the Subrecipient if project conditions change.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors, and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and

employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
-

- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this

transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

No funds will be obligated to the Subrecipient until an environmental review has been completed by the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous

communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

GRANTEE

City of Bentonville

By _____
Mayor Stephanie Orman

Attest _____
Malorie Marrs, CITY CLERK

Countersigned _____
Patrick Johndrow, FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. # _____

Bonnie Bridges, STAFF ATTORNEY

SUBRECIPIENT

Boys and Girls Club of Benton County

By _____

Title _____

By _____

Title _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE BOYS AND GIRLS CLUB OF BENTON COUNTY, FOR USE OF FY24 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, staff recommends the approval of the sub-recipient agreement in the amount of ten thousand dollars (\$10,000.00) to the Boys and Girls Club of Benton County, for scholarship funds;

WHEREAS, this sub-recipient award will be funded through the reimbursement from the FY24 CDBG funds; and

WHEREAS, the Boys and Girls Club of Benton County applied to become a sub-recipient of Bentonville's FY24 CDBG funds, to reimburse the cost of scholarships to children and teens of low-income families and to children and teens in foster care in Bentonville.

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 enter into a sub-recipient agreement with the Boys and Girls Club of Benton County, in an amount not to exceed ten thousand dollars (\$10,000.00), to provide scholarship assistance to low-to-moderate income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY24 CDBG funds;

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

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

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Continuum of Care CDBG Sub-Recipient Award 2024
Action Recommendation & Justification:	A Resolution approving a CDBG sub-recipient contract in the amount of \$10,000.00 with the NWA Continuum of Care for homelessness services and outreach. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This action is in line with the Council-approved CDBG consolidated plan from July, 2024 which included the Continuum of Care project.
Amount for Approval:	\$ 10,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND NORTHWEST ARKANSAS CONTINUUM OF CARE FOR BENTONVILLE CDBG PROGRAM YEAR 2024

THIS AGREEMENT, entered this _____ day of _____, 2025 by and between the City of Bentonville (herein called the “Grantee”) and Northwest Arkansas Continuum of Care (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will perform community outreach focusing on homeless persons within the city limits of Bentonville. Outreach staff will connect with the persons served through word of mouth, and partnership with local organizations such as the Bentonville Police Department and Salvation Army. Outreach will be done in person or over the phone. Once contact with an individual is made, staff will determine immediate needs and assist with shelter and material supplies. Each person the staff make contact with will be provided with an intake that includes an assessment, allowing them to be added to the homeless by-name list. This assessment provides a score which can be translated to the amount of vulnerability that a person has. The area of service is all of Bentonville, as this project involves serving the needs of unhoused persons. The Subrecipient is responsible for oversight of the contract organization and reporting all data and compliance documentation to the Grantee. Measurements of success will come from the number of homeless persons served and will be reported monthly by the Subrecipient to the Grantee. The schedule for this project begins upon completion of a successful environmental review and allocation of contracted funds, extending for the period of performance. All funds awarded will be associated with the cost of homeless outreach efforts and no program income will be generated.

General Administration

All administrative tasks in relation to the homelessness outreach project, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee through reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the homelessness outreach program funds to directly benefit the persons served.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met through the presumed clientele requirement, as homeless persons are presumed to be extremely low income. No part of this project will benefit non-homeless individuals.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Homeless Outreach	7 Persons Served	At least 45 Persons Served

Units of service refers to the number of people the Subrecipient makes contact with and serves through connection with resources or information, and who is added to the homeless by-name list. Each person is a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement unless a request for an amendment of this agreement is submitted in light of program performance. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in December of 2024.

Performance will be evaluated by the number of homeless persons served.

D. Staffing

Executive Director, NWA Continuum of Care. Subrecipient and the person who provides all documentation and reimbursement requests to the Grantee. Responsible for overseeing the daily operations of the project and assessing the performance of the contractors.

Contract Outreach Team. Contract organization responsible for all outreach efforts. This organization will submit hours and invoice monthly for payment and submit all forms for intake and homelessness and income verification for persons served.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the third day of February, 2025 and end on the first day of June, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$10,000.00
Indirect Costs (Specify)	_____
TOTAL	\$10,000.00

For this agreement, the Subrecipient will receive a total of \$10,000.00. The total amount of this funding will be put toward the cost of homelessness outreach through the contract organization. The cost of contracting has been categorized as 'other' for the purpose of this budget.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$10,000.00. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis by the Grantee to the Subrecipient. The Subrecipient will invoice the Grantee monthly for the cost of services specified in the Levels of Accomplishment. Invoices will be made on a monthly basis, unless the Subrecipient requests an extension in writing and it is approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Taylor Allen, Community and
Economic Development Planner

City of Bentonville

305 SW A Street
Bentonville, AR 72712

(479) 271-3122

Subrecipient

Exec. Director _____

NWA Continuum of Care

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

The City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

- 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
- 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or
- 3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdrawn, or otherwise restricted.

The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110);
- 3) Expense funds under this Agreement for ineligible activities, services, or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Requirements at Subpart K include:

- § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- § 570.602 Section 109 of the Act.
- § 570.603 Labor standards.
- § 570.604 Environmental standards.
- § 570.605 National Flood Insurance Program.
- § 570.606 Displacement, relocation, acquisition, and replacement of housing.
- § 570.607 Employment and contracting opportunities.
- § 570.608 Lead-based paint.
- § 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
- § 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- § 570.611 Conflict of interest.
- § 570.612 Executive Order 12372.
- § 570.613 Eligibility restrictions for certain resident aliens.
- § 570.614 Architectural Barriers Act and the Americans with Disabilities Act.
- § 570.615 Housing counseling.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under

this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

4. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

The Subrecipient will ensure that reasonable precautions are taken to preserve the privacy and confidentiality of all client data.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. Unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding

the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

Progress reports must include the number of persons served, the cost of outreach efforts, and the racial demographics of the recipients.

Reports will be submitted monthly upon performance of the activities included in the scope of work and will continue until the project is completed and all funds are disbursed and closed out. Progress will be measured by the number of persons reflected in the HMIS data submitted to the Grantee with the invoice for service.

An invoice for the services provided each month must accompany the progress report submitted. For any materials or supplies that are purchased, a receipt must accompany the invoice.

For all activities involving salaries or compensation, a time sheet must be submitted with each monthly report and invoice. The time sheet must reflect the proportion of time spent on CDBG activities compared to other duties.

Changes in the report schedule may be requested by the Subrecipient if project conditions change.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the Grantee deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the Grantee deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with the Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive

Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business

enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S.

Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

No funds will be obligated to the Subrecipient until an environmental review has been completed by the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date written first above.

GRANTEE

City of Bentonville

By _____
Mayor Stephanie Orman

Attest _____
Malorie Marrs, CITY CLERK

Countersigned _____
Patrick Johndrow, FINANCE OFFICER

SUBRECIPIENT

Northwest Arkansas Continuum of
Care

By _____

Title _____

By _____

Title _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. # _____

Bonnie Bridges, STAFF ATTORNEY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH THE NORTHWEST ARKANSAS CONTINUUM OF CARE, FOR USE OF FY24 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, staff recommends the approval of the sub-recipient agreement in the amount of ten thousand dollars (\$10,000.00) to the Northwest Arkansas Continuum of Care, for homelessness services and outreach;

WHEREAS, this sub-recipient award will be funded through the reimbursement from the FY24 CDBG funds; and

WHEREAS, the Northwest Arkansas Continuum of Care applied to become a subrecipient of Bentonville's FY24 CDBG funds, to perform community outreach focusing on homeless persons within the city limits of Bentonville.

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 enter into a sub-recipient agreement with the Northwest Arkansas Continuum of Care, in an amount not to exceed ten thousand dollars (\$10,000.00), to provide homelessness services and outreach;

Section 2: The City of Bentonville will fund the project with reimbursement from FY24 CDBG funds;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Taylor Allen
Phone:	479-271-3122	For Department(s):	Planning
Email:	tallen@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Approving the Helen Walton Children's Center CDBG Sub-Recipient Award 2024
Action Recommendation & Justification:	A Resolution approving a CDBG sub-recipient contract in the amount of \$15,000.00 to the Helen Walton Children's Enrichment Center for scholarship funds. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This action is in line with the Council-approved CDBG consolidated plan from July, 2024 which included the Helen Walton Center project.
Amount for Approval:	\$ 15,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN THE CITY OF BENTONVILLE AND HELEN R. WALTON CHILDREN’S ENRICHMENT CENTER FOR BENTONVILLE CDBG PROGRAM YEAR 2024

THIS AGREEMENT, entered this _____ day of _____, 2025 by and between the City of Bentonville (herein called the “Grantee”) and the Helen R. Walton Children’s Enrichment Center (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year 2024 in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Activity #1 The Subrecipient will use grant funds to support their scholarship programs. These scholarships will be awarded to children from low income families within Bentonville, and will provide funding for these persons to participate in programming offered by the Subrecipient, including free childhood education, access to therapy, case management, and support services for the family in poverty. All action needed from the Subrecipient is in relation to the administration of the scholarship programs. Demographic information about the persons served by the grant funding will be collected by the Subrecipient to ensure compliance with CDBG regulations. Measurement of success will be determined by the number of program recipients and will be reported monthly by the Subrecipient to the Grantee. The schedule for these activities will begin upon completion of an environmental review and will extend for the period of performance, concluding in June of 2025, unless an extension is requested by the Subrecipient and approved of by the Grantee. This is a public service activity and will take place at the Subrecipient’s location of 309 NE J Street, Bentonville AR 72712. All funds awarded will be used to reimburse the cost of the scholarship programs to low income families within Bentonville. No program income will be generated by this project.

General Administration

All administrative tasks will be in relation to the scholarship program, including distributing funds, recordkeeping of adherence to CDBG requirements, and communicating with the Grantee through reporting periods and monitoring responsibilities. No amount of the CDBG funds will be used for administrative compensation or salary. All funding will be used for the scholarship program funds to directly benefit low and moderate income persons.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The Subrecipient certifies that the activity (ies) carried out under this Agreement will meet the National Objective of Low and Moderate Income Limited Clientele.

This National Objective will be met by the Subrecipient placing income eligibility requirements for the scholarship program. All funding awarded will require information on family size and income level to ensure that it is evident that the CDBG funds are distributed to persons who do not exceed the low and moderate income limits. Income eligibility will be documented by an IRS 1040 form from each program recipient. This will meet the requirements set out in the National Objective of Low and Moderate Income Limited Clientele.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Scholarship funds	2 persons per month	4 persons per year

Units of service is defined by the number of persons the Subrecipient provides funding for through the scholarship programs. Each person served will be a 'unit'. The Subrecipient agrees to the Total Units per year as a program requirement, unless a request for amendment of this agreement is submitted in light of program performance or number of eligible recipients. The time period to meet the Total Units program requirement spans from the distribution of funds by the Grantee through the performance period ending in June of 2025.

Performance will be measured by the number of persons receiving tuition assistance.

D. Staffing

Family Services Coordinator, HWCEC. Serves as the primary liaison between community organizations and implements STP ONE program.

Executive Director, HWCEC. Oversees and manages project.

Director of Development, HWCEC. Reports program metrics, manages communications to community at large about program.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the third day of February, 2025 and end on the first day of June, 2025. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	_____
Mileage	_____
Audit	_____
Other (Specify)	\$15,000.00
Indirect Costs (Specify)	_____
TOTAL	\$15,000.00

For this agreement, the Subrecipient will receive a total of \$15,000.00. The total amount of this funding will be put toward tuition for child participants of the Subrecipient's programming. This \$15,000.00 has been categorized as 'other' for the purpose of this line-item budget. No funds may be spent except on the delivery of scholarships.

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$15,000.00. Drawdowns for the payment of eligible expenses shall be

made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Payment will be made on a reimbursement basis, where the Subrecipient agrees to invoice the Grantee for the cost of tuition provided to eligible program participants. The Subrecipient will invoice the Grantee on a monthly basis, unless a request is made in writing for an extension and approved by the Grantee. Invoices will be sent to the CDBG Coordinator.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

Taylor Allen, Community and
Economic Development Planner

City of Bentonville

305 SW A Street
Bentonville, AR 72712

(479) 271-3122

Subrecipient

Exec. Director _____

Helen R. Walton's Children Enrichment Center

[Telephone] _____

[Fax Number] _____

VI. SPECIAL CONDITIONS

The City reserves the right to terminate this contract upon written notification to the Subrecipient under any of the following conditions:

- 1) Notification by HUD to the City that said project is ineligible because of project location, services provided, or any other reason cited by HUD;
- 2) Notification by HUD to the City that said project is deficient and that continued support of the project is not providing an adequate level of services to low income and minority people; or

3) Written notification from HUD to the City that the program funds made available to the City are being curtailed, withdrawn, or otherwise restricted.

The City also reserves the right to terminate this Contract or to reduce the contract compensation amount if the Subrecipient:

- 1) Fails to file required reports or to meet project progress or completion deadlines;
- 2) Materially fails to comply with any provision of this Agreement (which may result in suspension or termination in accordance with 24 CFR 85.43 or OMB Circular A-110);
- 3) Expense funds under this Agreement for ineligible activities, services, or items;
- 4) Implements the project prior to notification from the City that the federal environmental review process has been completed;
- 5) Violates Labor Standards requirements; or
- 6) Fails to comply with written notice from the City of substandard performance under the terms of this Agreement.

VII. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Requirements at Subpart K include:

- § 570.601 Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.
- § 570.602 Section 109 of the Act.
- § 570.603 Labor standards.
- § 570.604 Environmental standards.
- § 570.605 National Flood Insurance Program.
- § 570.606 Displacement, relocation, acquisition, and replacement of housing.
- § 570.607 Employment and contracting opportunities.
- § 570.608 Lead-based paint.
- § 570.609 Use of debarred, suspended or ineligible contractors or subrecipients.
- § 570.610 Uniform administrative requirements, cost principles, and audit requirements for Federal awards.
- § 570.611 Conflict of interest.
- § 570.612 Executive Order 12372.
- § 570.613 Eligibility restrictions for certain resident aliens.
- § 570.614 Architectural Barriers Act and the Americans with Disabilities Act.
- § 570.615 Housing counseling.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee’s governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to

be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or, directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the A.C.A 25-19-101, et. Seq. unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

In accordance with the City of Bentonville financial policies, no indirect costs may be charged.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports should be submitted on at least a monthly basis.

Progress reports must include the number of persons served, the cost associated with each scholarship award, the racial demographics of the recipients, the income level of the recipients, and the household size of the recipients.

Reports will be submitted monthly upon performance of the activities included in the scope of work and will continue until the project is completed and all funds are disbursed and closed out.

An invoice for the services provided each month must accompany the progress report submitted.

Changes in the report schedule may be requested by the Subrecipient if project conditions change.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Arkansas Civil Rights Act of 1993 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on

written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or

other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest
-

in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to

reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

The Subrecipient agrees to abide by all applicable environmental regulations at 24 CFR 50.4, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee assumes all responsibility for ensuring that the environmental review process has been completed before funds are allocated.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

GRANTEE

City of Bentonville

By _____
Mayor Stephanie Orman

Attest _____
Malorie Marrs, CITY CLERK

Countersigned _____
Patrick Johndrow, FINANCE OFFICER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Fed. I.D. # _____

Bonnie Bridges, STAFF ATTORNEY

SUBRECIPIENT

Helen R. Walton's Children's
Enrichment Center

By _____

Title _____

By _____

Title _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A SUB-RECIPIENT AGREEMENT WITH HELEN WALTON CHILDREN'S CENTER, FOR USE OF FY24 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville is an entitlement community with the Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program;

WHEREAS, staff recommends the approval of the sub-recipient agreement in the amount of fifteen thousand dollars (\$15,000.00) to Helen Walton Children's Center, for scholarship funds;

WHEREAS, this sub-recipient award will be funded through the reimbursement from the FY24 CDBG funds; and

WHEREAS, Helen Walton Children's Center applied to become a subrecipient of Bentonville's FY24 CDBG funds, to reimburse the cost of scholarships low-income families within Bentonville.

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 enter into a sub-recipient agreement with the Helen Walton Children's Center, in an amount not to exceed fifteen thousand dollars (\$15,000.00), to provide scholarship assistance to low-income families in Bentonville;

Section 2: The City of Bentonville will fund the project with reimbursement from FY24 CDBG funds;

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

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

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Tyler Overstreet
Phone:	479-271-3122	For Department(s):	Planning
Email:	toverstreet@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	☒ Appointment

Title, Recommendation & Justification

Title:	Appointment of Kevin Barrington to the City of Bentonville's Board of Adjustment
Action Recommendation & Justification:	Appointment of Kevin Barrington to Position 2 on the Board of Adjustment. Barrington's first five-year term begins January 1, 2025 and expires December 31, 2029.
Additional Comments for Consideration (Optional):	Memo and committee application attached.
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!

MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: January 28, 2025
Re: Appointment of Kevin Barrington to the Board of Adjustment

I recommend Kevin Barrington for appointment to Position 2 on the Board of Adjustment. Barrington's first five-year term begins January 1, 2025, and expires December 31, 2029.

SO

Stephanie Orman, Mayor



Boards and Commissions Application Form

Applicant Information

First Name	Kevin
Last Name	Barrington
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72713
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	8+ yrs
Employer	Arvest - Wealth Management
Occupation	Trust Compliance Officer
Business Phone	[REDACTED]

(Section Break)

References

Please provide 2 references

Name	Tabi Lipscomb
Email Address	[REDACTED]
Address	[REDACTED]
City	Lowell
State	AR
Zip Code	72713

Phone Number	[REDACTED]
Name	Michelle Morris
Email Address	[REDACTED]
Address	[REDACTED]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Board of Adjustment
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I have lived in SW Bentonville for a little more than 8 years. I have completed a term (2022) on the Mayors Community Council.
2. Why would you like to be considered for appointment to this commission or board?	I would like the opportunity to serve my city in a volunteer capacity while engaging with other community leaders.
3. What do you hope to be able to contribute?	I would contribute thoughtful consideration to all requests brought before the board.

(Section Break)

Qualifications for Serving

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

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

Yes

(Section Break)

Restrictions on Appointees

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

Agreement to Abide by
Restrictions on
Appointees

Kevin C Barrington

Date

12/13/2024



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Josh Stacey
Phone:	479-418-8653	For Department(s):	Parks
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter Into an Agreement with Musco Sports Lighting, LLC
Action Recommendation & Justification:	A Resolution authorizing an agreement with Musco Sports Lighting, LLC in the amount of \$174,800.00 for sports lighting replacement at Memorial Park necessary due to the May 26, 2024, storm. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Use of a cooperative purchasing agreement can be used pursuant to Arkansas State Statute §19-11-249. Purchasing and Compliance performed an evaluation of Contract No. 041123-MSL determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing and Compliance Policy.
Amount for Approval:	\$ 174,800.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-44430	Building/Ground Maintenance	\$ 174,800.00	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: January 23, 2025
Re: Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Musco Sports Lighting, LLC in the amount of \$174,800 for sports lighting replacement at Memorial Park necessary due to the May 26 storm.

Parks and Recreation Staff is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Musco Sports Lighting, LLC in the amount of \$174,800 for sports lighting replacement at Memorial Park necessary due to the May 26 storm.

The May 26 storm damaged a sports light pole on Field #9 at Memorial Park Baseball and Softball Complex. The pole had to be removed due to it being a safety risk. Due to this, the sports lights on Field #9 need to be replaced. Unfortunately, all the lights on the field will need to be replaced to provide a safe playing environment due to the age of the old lights currently at Memorial. The new LED lights will not blend with the current lights at the complex and installing the old lights is not possible as they are no longer made.

A budget adjustment is required for this work to be completed. Property insurance will cover up to \$200,000.00 for sports lighting repair due to storm damage.

If you have any questions regarding this item, please contact Josh Stacey at jstacey@bentonvillear.com or call 418.8653.

Attachments:
Musco Quote



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 28, 2025

SUBJECT: 24Storm Sports Lighting at Memorial Park Field 9

Purchasing and Compliance recommends approval of resolution authorizing the Mayor and City Clerk to enter into an agreement with Musco Sports Lighting, LLC in the amount of \$174,800.00 for the replacement of sports lighting at Memorial Park. This replacement is necessary due to damage sustained during the May 26, 2024, storm.

The agreement utilizes Contract No. 041123-MSL through Sourcewell a cooperative purchasing agreement, as permitted by Arkansas State Statute §19-11-249. The Purchasing Department conducted a thorough evaluation of the contract and determined that the solicitation complies with both Arkansas State Statute and the City's Purchasing and Compliance Policy.

Approval of this resolution will ensure timely restoration of lighting at Memorial Park, maintaining its usability and safety for the community.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC., FOR MEMORIAL PARK SPORTS LIGHTING REPLACEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED DOLLARS (\$174,800.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation department requests approval to enter into an agreement with Musco Sports Lighting, LLC. to replace damaged sports lighting at Memorial Park caused by the May 26, 2024, storm;

WHEREAS, this firm was selected following the City's Purchasing Policy for using cooperative purchasing agreements; and

WHEREAS, a budget adjustment will be needed to fund this agreement.

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 Musco Sports Lighting, LLC., for the replacement of sports lighting at Memorial Park, in an amount not to exceed one hundred seventy-four thousand eight hundred dollars (\$174,800.00);

Section 2: The 2025 Budget is adjusted to appropriate one hundred seventy-four thousand eight hundred dollars (\$174,800.00) from General Fund Reserves into account #105030-44430, Building/Ground Maintenance;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Greg Hughes
Phone:	479-696-0204	For Department(s):	Parks
Email:	ghughes@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance to Enter into an Agreement with Upstart Athletics for Soccer Services
Action Recommendation & Justification:	An Ordinance authorizing an agreement, and waiving competitive bidding, with Upstart Athletics for soccer services and youth soccer programs for Bentonville Parks and Recreation for 2025. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Upstart Athletics was selected during the RFP-24-87 process. The cost is fully budgeted and will be covered by program registration revenue.
Amount for Approval:	\$ 81,400.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation, Director
From: Greg Hughes, Parks and Recreation, Recreation Services Manager
Date: 1/15/2025
Re: Upstart Athletics – 2025 MOU

A Resolution to Enter into an Agreement with Upstart Athletics.

I am writing to formally request a resolution to enter into an agreement with Upstart Athletics for providing soccer services and youth soccer programs for Bentonville Parks and Recreation.

Upstart Athletics had an agreement in 2024 with the City of Bentonville's Parks and Recreation department to provide soccer services and has proven to provide quality services in this area. They were also selected through the RFP-24-87 process.

The amount of the proposed agreement has an estimated total payment of \$81,400. This amount is funded entirely by program registration fees.

I believe that entering into this agreement will continue to offer the residents of Bentonville valuable resources.

If you have questions concerning this item, please email me at ghughes@bentonvillear.com or call 479.696.0204.

Attachments:

Upstart Athletics MOU



CITY OF BENTONVILLE
ARKANSAS

MEMORANDUM OF UNDERSTANDING

To: Upstart Athletics

From: City of Bentonville, Arkansas Parks and Recreation Department

Date: 1/29/2025

Re: Partnership for providing soccer services for youth soccer programs for Bentonville Parks and Recreation

1. Intent.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Upstart Athletics ("Provider" must match W-9) and the City of Bentonville, Arkansas (City), for the use and benefit of Bentonville Parks and Recreation Department (BPR) for providing soccer services and youth soccer programs for Bentonville Parks and Recreation (referred to as "Program").

2. Term.

The term for this MOU will commence on the effective date of this Agreement, and shall end on December 31, 2025. The Effective Date of this Agreement shall be defined as the executed date on the Signature Page of this Agreement. There shall be no renewal periods permitted without written authorization from the City's Legal Department.

- A.** In the event that Program days or times are cancelled (due to inclement weather such as rainouts, or class cancellations), additional dates may be added to the end of the Program season as "make-up dates", or additional classes may be added as "make-up classes", as applicable to the Program described in this MOU. BPR will communicate the need for make-up dates to Provider. Provider agrees to be present for make-up dates or classes.
- B.** This MOU may be renewed annually, in accordance with all original terms and conditions, via mutual written agreement between the Parties for a maximum term not to exceed three (3) years. There shall be no change in the intent/purpose, or terms and conditions of this MOU during the original term or for any renewal year. There shall be no change in pricing for the original term or for any renewal term unless the change is directly related to a BPR fee/rate increase approved by the Bentonville City Council. Any change in pricing shall be mutually agreed upon by the Parties and shall not exceed an aggregate total of \$10.00 (ten dollars) per participant for the lesson/camp for the entire term of the Agreement (the initial term including all renewal years). Mutually agreed upon changes in the schedule (days/times etc.) and per lesson or camp fees for renewal years shall be handled via Amendment at the time of renewal. Any Amendment to this MOU may require approval from the Bentonville City Council in accordance with the City's Purchasing Policy and applicable laws.

3. Duties of the City.

Bentonville Parks and Recreation:

- A.** Is responsible for camps, recreation programs, instruction services, classes and other recreation programs for the citizens of Bentonville.
- B.** Will create the program format, allowing for input and recommendation from Provider.
- C.** Will create marketing and registration material for the program(s), allowing for input and recommendation from Provider where it pertains to participant's needs.
- D.** Will create all schedules for all programs, allowing for input and direction from Provider where it pertains to participant needs.



CITY OF BENTONVILLE

ARKANSAS

- E. Will provide BPR employees or counselors, if necessary, to participate with check-in and check-out for the program(s), or other operations of the program(s). BPR shall have the final determination if BPR employee participation is necessary.

4. Duties of the Provider.

Provider:

- A. Responsible for providing four (4) experienced soccer coaches for each planned session date and time. Coaches are expected to arrive thirty (30) minutes prior to the scheduled session start time and will be responsible for the check in and check out of participants.
- B. Responsible for all personnel training and/or certifications provided for the performance of the Program(s).
- C. Providing all equipment necessary for training.
- D. Providing all participants a soccer uniform (jersey, shorts, socks) with the BPR and Provider logo on the front and player number on the back.

5. Location and Schedule.

A. Location

Citizens Park Soccer Complex (1101 SW Citizens Circle Bentonville, AR) or Memorial Park Soccer Complex (1600 John Deshields Blvd. Bentonville AR)

B. Schedule

- a. Season Dates (estimates):
Spring Season: April – May (date range), 2025
Fall Season: August – October (date range), 2025
- b. Program Times (estimates):

Day	Time	Day	Time
Mondays	5:30 PM	6:30 PM	NA
Wednesdays	4:30 PM	5:30 PM	6:30 PM
Thursdays	5:30 PM	6:30 PM	N/A
Saturdays	8:30 AM	9:30 AM	10:30 AM
Saturdays	1:00 PM	2:00 PM	3:00 PM

*Dates/times are estimates only and are subject to change as determined by BPR. Modifications to the schedule, including location and program times, do not require a formal Amendment.

6. Payment.

City agrees to pay Provider the following rate(s) for the Program.

- a. **\$119.00** per participant for Feet First U3-U5
- b. **\$135.00** per participant for Step Up U5-U7
- c. Estimated total payment in 2025: **\$81,400.00**
- d. Payment will be made only for completed sessions of the program(s).



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7. Invoicing.

Provider shall submit an invoice for the program(s) upon completion of registration for 50% of the total amount with the remaining 50% balance to be invoiced at the conclusion of the program season to the remittance address below within one (1) week from conclusion of the season. Provider is responsible for confirming that the City has received the invoice. Invoices received correctly and on-time will be paid within fourteen (14) days of receipt. Invoices shall be submitted to:

Via Mail:

City of Bentonville Administrative Services
ATTN: Accounts Payable
1000 SW 14th Street
Bentonville, AR 72712

Via Email: accountspayable@bentonvillear.com

8. Terms and Conditions.

- A.** Payments will only be made for participants whom actually attend/participate in the Program(s). No payments will be made for cancelled Program(s), or for participants who do not attend/participate in the Program(s). This includes classes, lessons, camps, special programs etc.
- B.** Provider and Provider's personnel are required to display professional etiquette at all times. This MOU may be voided immediately by the City if Provider's or any of their personnel exhibits behavior that is detrimental to the operation of BPR.
- C.** Provider understands that neither Provider, nor any of Provider's employees or independent contractors are employees of the City of Bentonville, and that Provider is solely responsible for their employees and independent contractors.
- D.** Provider may be required to maintain insurance and provide proof of such. Provider is responsible for maintaining insurance for themselves, their employees or independent contractors, as applicable and as required by law.
- E.** It is understood that Provider (and any of Provider's employees or personnel) is not acting as an agency for the City (or BPR) and that the City's statutory immunity does not extend to Provider's acts or omissions.
- F.** Upon the time of signing this MOU, Provider shall provide BPR with IRS Form W-9, and proof of Worker's Compensation Insurance as required by Arkansas Statute.
- G.** Provider and any of Provider's personnel who will be on-site providing the Program will be required to pass a mandatory background check, to be administered by BPR, prior to the Program beginning.
- H.** Provider indemnifies and holds harmless the City and all City personnel and officials against any liability resulting from Provider's negligence or wrongful acts, failure or breach of law.
- I. Termination:**
 - a.** General: This MOU may be terminated with thirty (30) days written notification from the BPR Director or assignee. Provider may terminate this agreement with ninety (90) days written notification to the BPR Director or assignee.
 - b.** Termination for Cause: Breach of this MOU may result in immediate termination by the BPR Director or assignee.
 - c.** Termination for Lack of Funding: 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 Provider under this MOU, City may terminate or reduce the amount of services to be provided by Provider under this MOU. In



CITY OF BENTONVILLE

ARKANSAS

such event, City will notify Provider in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

[This space has been intentionally left blank]



CITY OF BENTONVILLE
ARKANSAS

SIGNATURE PAGE

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS
_____(MONTH/DAY/YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor (Signature)

PROVIDER COMPANY NAME*: _____
(Must match W-9)

BY (Provider's Signature): _____
Provider's Printed Name: _____
Provider's Address (Street/City/State/Zip):

*The person signing must be an authorized signer
for the entity entering into this MOU.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR SOCCER SERVICES AND YOUTH SOCCER PROGRAMS, FOR BENTONVILLE PARKS AND RECREATION; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH UPSTART ATHLETICS, FOR SAID SERVICES, IN THE AMOUNT OF EIGHTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$81,400.00); AND FOR OTHER PURPOSES.

WHEREAS, due to the high demand and success of the soccer services and youth soccer programs, the amount payable exceeds the competitive bid threshold;

WHEREAS, Upstart Athletics was selected during the RFP-24-87 Soccer Service and Program proposal process;

WHEREAS, competitive bidding should be waived as it would be impractical for the City to create this bid process; and

WHEREAS, this is a budgeted item and will be covered by program registration revenue.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Upstart Athletics, in the amount of eight-one thousand four hundred dollars (\$81,400.00) for soccer services and youth soccer programs;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for soccer camp services;

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

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

PASSED this _____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Curtis Sharp
Phone:	479-271-3151	For Department(s):	Fire
Email:	csharp@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance for Waiver of Bid for Secured Medication Management System for Paramedic Ambulance
Action Recommendation & Justification:	The Fire Department requests the purchase of a Pyxis medication management system for the Paramedic ambulance service from CareFusion Solutions, LLC, the sole-source manufacturer. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This system maintains daily counts on DEA regulated medications increasing safety and maximizing security to enhance both state and federal compliance. An emergency clause is requested for the immediate purchase and implementation of the Pyxis system. This is a budgeted item for 2025.
Amount for Approval:	\$ \$46,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

102020-47410 Machinery & Equipment

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

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Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney
Date: 1/28/2025
Re: Purchase of a Pyxis medication management system

The Fire Department requests the purchase of a CareFusion Solutions Pyxis medication management system. This system maintains accurate inventory to maximize security and safety associated with the stocking and administration documentation to enhance state and federal compliance. Utilization of the Pyxis system allows medications to be purchased from a variety of suppliers to reduce costs associated with other systems tied to specific manufacturers. The Pyxis system is used by NWA hospitals as the gold standard for medication inventory. This is a budgeted item for 2025. The emergency clause is to allow immediate purchasing and implementation of the system and to reduce manufacturing and delivery delays.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 23, 2025

SUBJECT: Pyxis Medication Management System

Purchasing and Compliance recommends that City Council approve the Fire Department's request to purchase the Pyxis medication management system for the Paramedic ambulance service from CareFusion Solutions, LLC. CareFusion Solutions, LLC, is the sole-source manufacturer of this system.

The Pyxis medication management system is a critical tool for maintaining daily counts of DEA-regulated medications. This system is designed to enhance safety and maximize security while ensuring compliance with both state and federal regulations. The implementation of this system will allow the Fire Department to better manage controlled substances and maintain the highest standards of accountability and efficiency in medication handling.

The Purchasing and Compliance Department has conducted a thorough review and has verified that CareFusion Solutions, LLC, is the sole-source provider of the Pyxis system. This verification ensures that no other vendors are capable of supplying this proprietary system.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



June 21st, 2023

To whom it may concern,

Please note that CareFusion Solutions, LLC, a BD subsidiary, is the sole-source manufacturer for BD Pyxis™ MedStation™ ES and BD Pyxis™ MedBank™ system products.

Should you have any further questions or require additional information on this, please contact us at your convenience.

Sincerely,

Christina BradenMoore
VP, Global Pyxis Commercialization Leader, BD

Oscar Cateriano
Sr. Dir, Global MedBank Platform Leader, BD



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Fire

Department 2 (if applicable)

Supplier Name

CareFusion Solutions, LLC

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☐ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: CareFusion Solutions, LLC, a BD subsidiary, is the sole-source manufacturer for BD Pyxis MedStation ES and BD Pyxis MedBank system trade marked products. BD stands for Becton, Dickinson and Company.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

BD Pyxis MedStation ES and BD Pyxis MedBank system.

And, why is this feature necessary?

This is the same system hospitals use for securing and managing controlled and legend medication.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

This medication management system is trademarked.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Only CareFusion Solutions, LLC is authorized to sell the system.

What would the agency do if the service or commodity were no longer available?

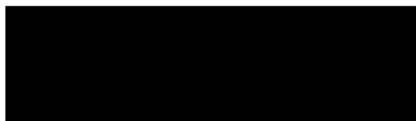
Continue the paper and direct observation system currently in place.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Many medical devices are trademarked and proprietary, which is the case with these.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature



Date

1/16/25

Print Name

Curtis Sharp

Title

Deputy Chief

E-mail Address

csharp@bentonville.lear.com

Phone #

479-271-3151

Purchasing and Compliance Manager Approval



Justification appears appropriate.



Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature



Date

1/23/25

BD PYXIS™ MEDBANK – STANDARD TERMS AND CONDITIONS

The Quote(s) and, notwithstanding anything to the contrary on the Quote, these terms and conditions, govern your purchase of BD Pyxis™ MedBank equipment (the “**Equipment**”), software, and services, and form the entire agreement (“**Agreement**”) between the customer identified in the Quote(s) (“**you**” or “**Customer**”) and CareFusion Solutions, LLC, a wholly owned subsidiary of Becton, Dickinson and Company, on behalf of itself and its affiliates (“**we**” or “**CFN**”), and is effective upon your acceptance of the Quote(s), which upon your acceptance, shall become your “Customer Order” or “Customer Orders”. Any reference to a “Master Agreement” on the Quote, shall mean these terms and conditions for purpose of this Quote. Additional or conflicting terms (whether included in a purchase order or otherwise) do not amend or modify the Agreement. THE CUSTOMER ORDER IS NON-CANCELLABLE AND, EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, NON-REFUNDABLE.

1. **Products and Services.** The products (“**Products**”), software (“**Software**”) and services (“**Services**”) purchased under this Agreement, are detailed in the Customer Order and described in all applicable user guides, technical specifications, product security white papers that apply to the Products, Software and Services purchased under the Agreement (the “**Documentation**”).
2. **Equipment Terms.** Title to the Equipment will remain with CFN indefinitely in cases where the Customer Order calls for a lease or rental and until payment of the purchase price in cases where the Customer Order calls for a purchase. In the case of a lease or rental, you agree to maintain the Equipment in accordance with the Documentation and bear the risk (and expense) of loss and damage for any cause from delivery until the Equipment is returned to CFN at the end of the lease or rental term.
3. **Pricing; Shipping; Payment Terms.** Each Customer Order includes prices, fees and other specific terms and conditions for the Equipment and Software (collectively, the “**Products**”) and Services. Equipment that is shipped directly from CFN will ship to the facility designated in each Customer Order, F.O.B. Origin, with freight charges and insurance being paid by CFN and added to the invoice. Payment terms are Net 30 from the date of your receipt of the invoice, which invoices shall be sent no later than 30 days after the applicable Term Begin Date; fee-based credit cards are accepted if approved in advance by CFN. You are responsible for all taxes and assessments levied against the Products, including, without limitation, withholding or value added taxes, and personal property taxes imposed on CFN as the Equipment lessor; CFN will not collect sales tax if you provide CFN with written evidence of exemption.
4. **Software License Terms and Restrictions.** CFN grants Customer a nonexclusive, nontransferable, limited license to use the Software and Documentation licensed solely in connection with Products purchased/rented under this Agreement and only in conjunction with your internal business purposes, provided that all licensing of third party software will be subject to the terms of any third party software terms included in the Documentation, and subject in all cases to payment of applicable fees. During the Agreement Term, you may access and use, and may permit Users to access and use, the Software in the ordinary course of your business at your “location” or “ship to facility” identified in the Customer Order, or as otherwise agreed to by the Parties (each such location, a “**Facility**”). “**Users**” shall mean those Customer employees, agents, consultants and similar personnel, or Customer’s clients who Customer authorizes to use and access Software. Customer shall maintain responsibility for all obligations and ensuring compliance with the terms and conditions of this Agreement, including with respect to all Users. From time to time, CFN may add, modify, discontinue, condition the use of, and otherwise change elements of Software, but will not materially lessen core features or functions. You shall not, and shall not permit any User to: (i) circumvent or bypass any technological protection measures in or relating to a Product; (ii) decompile, disassemble, decrypt, hack, emulate, exploit, or reverse engineer or otherwise attempt to obtain or perceive the source code of Software; (iii) modify or create any derivative work from Software or Documentation; (iv) copy, publish, display, perform, transfer, rent, sublicense, lease, sell, assign, pledge, encumber, export, import, distribute, or lend Software or Documentation; (v) enable access to Software by a third-party software application, except as expressly authorized by CFN in writing; (vi) remove, alter or obscure any proprietary notice or legend from a Product or Documentation; (vii) permit use of a Product by any person not qualified or not authorized to do so; or (viii) use a Product in violation of any law or regulation.
5. **Data Security and Rights.**
 - a. During the Term, CFN will maintain a written information security program of policies, procedures and controls governing the processing, storage, transmission and security of Customer Data (the “**Security Program**”). The Security Program includes industry-standard practices designed to protect Customer Data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. CFN updates the Security Program to address new and evolving security

technologies, changes to industry standard practices, and changing security threats, although no such update will materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

- b. CFN’s information security policies shall be documented and communicated to personnel, contractors, and third parties with access to Customer Data, including appropriate ramifications for non-compliance, and are available at https://cybersecurity.bd.com/?_ga=2.254414920.1133650491.1634222395-1074638392.1514910707.
- c. CFN shall perform risk assessments with the objective to regularly test, assess and evaluate the effectiveness of the Security Program supporting the Software. CFN shall have the risk program audited annually by an independent third-party in accordance with **Section 5(d)** below.
- d. CFN shall use commercially reasonable efforts to establish and maintain sufficient controls to meet certification and attestation for the objectives stated in ISO 27001, ISO 27018, SSAE 18 / SOC 1 and SOC 2 Type 2 (or equivalent standards) for the Security Program supporting the Software. Commencing on January 1, 2023, CFN shall, at least once per calendar year, obtain an assessment against such standards and audit methodologies by an independent third-party auditor and, upon request make the executive reports available to the Customer.
- e. Any data center facilities include (1) physical access restrictions and monitoring; and (2) fire detection and fire suppression systems both localized and throughout the data center floor. The systems, machines and devices include (1) physical protection mechanisms; and (2) entry controls to limit physical access.
- f. CFN shall use NIST 800-88 industry standard (or substantially equivalent) destruction of sensitive materials, including Customer Data, before such media leaves CFN’s data centers for disposition.
- g. CFN conducts regular security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, CFN will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with CFN’s then-current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.
- h. CFN updates antivirus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.
- i. CFN uses industry standard encryption to encrypt Customer Data in transit over public networks to the Software.
- j. Software patches are regularly made available to Customers to address known vulnerabilities.
- k. Software shall not contain viruses, malware, worms, date bombs, time bombs, shut-down devices, that may result in, either: (a) any inoperability of the Software; or (b) any interruption, interference with the operation of the Software (collectively, “**Illicit Code**”). If the Software is found to contain any Illicit Code that adversely affects the performance of the Software or causes a material security risk to Customer Data, CFN shall, as Customer’s exclusive remedy, use commercially reasonable efforts to remove the Illicit Code or to advise and assist Customer to remove such Illicit Code.
- l. CFN maintains a disaster recovery related plan for CFN-hosted Products and Services that is consistent with industry standards for the Software.
- m. CFN monitors, analyzes, and responds to security incidents in a timely manner in accordance with CFN’s standard operating procedure. CFN’s security group will escalate and engage response teams as may be necessary to address a security incident. CFN will report to Customer any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Customer Data (a “**Breach**”) without undue delay following determination by CFN that a Breach has occurred. As information is collected or otherwise becomes available, CFN shall provide without undue delay any further information regarding the nature and consequences of the Breach to allow Customer to notify relevant parties, including affected individuals, government agencies, and data protection authorities in accordance with data protection laws. Customer will cooperate with CFN by providing any information that is reasonably requested by CFN to resolve any security incident, including any Breaches, identify its root cause(s), and prevent a recurrence. Customer is solely responsible for determining whether to notify the relevant supervisory or regulatory authorities and impacted parties and for providing such notice.

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- n. This **Section 5** does not apply to: (a) information shared with CFN that is not Customer Data; (b) data in Customer's VPN or a third-party network; and (c) any data processed by Customer or its users in violation of the Agreement.
- o. CFN may access and use Customer Data: only to provide Products, Support, and Implementation Services; (ii) to improve Products and to develop new Products to improve the delivery, quality, or safety of healthcare; (iii) for benchmarking; and (iv) for aggregate analysis. Notwithstanding the foregoing, CFN may only use or disclose PHI in accordance with Section 15. If Customer Data contains PHI, then CFN will use such Data in conformance with the Privacy Rules.
6. **Service and Support.** Support and Services purchased under Customer Orders are provided in accordance with the descriptions and conditions in **Schedule A**. CFN provides Support during the Term subject to Customer's payment of the applicable fees, and CFN may increase the Monthly Support Fees, if any, stated on the Customer Order for the Products, once every twelve (12) months by no more than the Consumer Price Index for medical care plus two percent (2%), provided the increase will be effective (i) upon at least ninety (90) days' written notice to Customer and (ii) as of the anniversary date of the initial Term (as defined under **Section 16**, below) stated on the Customer Order. Only CFN's designated service technicians may service, perform maintenance that is not expressly required to be performed by Customer, or repair the Equipment. After termination or expiration of any Support plan Customer may purchase an extended service plan and, if Customer chooses not to purchase such plan, then Customer will be responsible for charges for Services on a time and material basis. Support is not assignable by Customer and shall not pass to the benefit of any eventual transferee of the Equipment from Customer. Customer shall cooperate with CFN in providing Support, including by ensuring that the system requirements specified in the Documentation are satisfied, with such system requirements a condition of Implementation Services. If Customer at any time fails to pay any fees for either Service or Support, as applicable, and does not dispute the fees reasonably and in good faith, then, on not less than 30 days' notice, CFN may cease providing such Service or Support for so long as the fees remain unpaid.
7. **Implementation Services.** Products will be implemented pursuant to the option set forth in the Customer Order. The Implementation Service options are described in **Schedule A**. Each Party shall use reasonable efforts to fulfill its responsibilities, conduct its activities, and provide its deliverables as specified in the implementation timeline. Customer shall reasonably cooperate with CFN in its performance of Implementation Services, including providing any resources (including technology and physical environment) and with all necessary permits and free of obstructions, in each case as specified in the Documentation. Acceptance will be deemed to occur upon completion of the Implementation Services, and Customer will provide CFN with written acknowledgment of Acceptance.
8. **Updates and Upgrades.** A charge may apply for Upgrades. Updates, Upgrades and any other revisions to third party software are not provided by CFN. Customer must remain within the last two (2) software versions to continue to receive Support. In the event Equipment is required to be upgraded to support the installation of Updates and Upgrades, the Customer shall be responsible for the purchase of such Equipment.
9. **Customer Responsibilities.** You shall (i) maintain virus and malware protection and operating system security updates to network connected computing systems which run Software and for backing up any information generated by the Equipment; (ii) maintain a safe work environment in connection with our provision of Service and/or Support; (iii) provide high-speed internet access and firewall modifications to enable connectivity for Support, if applicable, and (iv) not move or transfer Products from a Facility without providing CFN with reasonable prior written notice of such move or transfer. Remote support service ("RSS") is required to provide support for security patches and assistance with cybersecurity incident response. If Customer chooses not to allow RSS to connect, security patch management and cybersecurity incident response will be the sole responsibility of Customer. RSS for requests received outside of working hours in the continental United States may be provided from locations outside of the United States, including Malaysia and Canada. Notwithstanding the foregoing, the Data Security protections set forth in Section 5 shall apply to such support.
10. **Term; Termination; Effect of Termination.** The Agreement will remain in effect until terminated and will remain in effect thereafter with respect to any Customer Order entered into prior to the effective date of termination. If a Customer Order does not include an expiration date, the Customer Order shall terminate concurrently with and on the terms set forth in the Agreement; Customer Orders that include an expiration date shall automatically renew for an additional 1 year term, and shall be subject to all applicable charges, unless Customer notifies CFN in writing, at least 60 days prior to the expiration of the then current term that it does not wish to extend the term. Either party may immediately terminate any Customer Order and the Agreement, as its sole remedy, if the other Party's key personnel is convicted of an offense related to health

care or listed by a federal agency as being debarred, excluded, or otherwise ineligible for federal healthcare program participation. Either Party may terminate any Customer Order if the other Party materially breaches such Customer Order and, except with respect to a payment breach, fails to cure such breach within 30 days after notice of the breach. The termination or expiration of the Agreement shall not terminate any Customer Order between CFN and Customer, and any such Customer Order shall survive the expiration or termination of the Agreement, according to its terms and shall be subject to the applicable terms and conditions of the Agreement for the term of such Customer Order. Termination of the Agreement or any Customer Order will not release a Party from any liability that exists at the time of termination or that accrues thereafter with respect to any act or omission before termination. If previously-installed Pyxis™ products are being upgraded or subject to new terms and conditions under this Quote, then the previously-applicable terms and conditions, including payment terms, for those products shall remain in full force and effect until the Term Begin Date of this Quote, unless otherwise agreed to in writing by the Parties.

11. **Limited Warranty; Exclusions.** CFN represents and warrants that the Products will meet the specifications stated in the Documentation in all respects, shall be free from defects in material and workmanship for either the warranty period or expiration date stated in the Documentation for such Products, or, for Products without a stated warranty period or expiration date, 90 days (the "**Warranty Period**"). Services and Support will be performed in a professional manner in accordance with generally accepted industry standards. Customer's sole and exclusive remedy for any breach of this warranty shall be (i) repair or replacement of the non-conforming Products, (ii) a refund of the amount paid to CFN for non-conforming Products, or (iii) correct any service not performed in accordance with the warranty, with such remedy to be at CFN's option. Customer must provide written notice of any such non-conformance to CFN within the Warranty Period. Any alteration, abuse, misuse, further manufacture, packaging, processing, adjustment or repair by any person or entity other than CFN or a person or entity authorized in writing by CFN shall void any Products warranty. THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY CFN AND IS IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, INTEROPERABILITY, QUALITY OR CONDITION, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS, WHETHER LATENT OR PATENT. NEITHER CFN NOR ANY EMPLOYEE OF CFN IS ENGAGED IN THE PRACTICE OF MEDICINE. CUSTOMER IS RESPONSIBLE FOR VERIFYING THE ACCURACY, COMPLETENESS, AND PERTINENCE OF ANY PHARMACOLOGICAL, MEDICAL, PATIENT, LEGAL OR OTHER RESULTS, DATA OR INFORMATION ENTERED IN, RECEIVED BY, PROCESSED BY, STORED IN, TRANSMITTED BY, PRODUCED BY, DISPLAYED BY, OR USED IN CONNECTION WITH THE PRODUCTS. CUSTOMER ASSUMES ALL RISKS AND LIABILITIES ASSOCIATED WITH THE USE OF SUCH INFORMATION, WHETHER SUCH INFORMATION IS USED ALONE OR IN COMBINATION WITH OTHER INFORMATION.
12. **Exclusions.** Any warranties provided hereunder will not apply to failure of any Products caused by (i) Customer's abuse, neglect or misuse of the Product or failure to maintain the Product in accordance with its Documentation (ii) implementation, repair, modification, alteration, adjustment, or relocation of the Product other than as expressly authorized by CFN; (iii) malicious software not introduced by CFN; or (vi) Customer's failure to permit installation of an Update, or otherwise comply with Customer Responsibilities set forth in **Section 9**.
13. **Confidentiality; IP.**
 - a. **General.** Except as provided below, neither Party shall disclose Confidential Information to any other person, or entity other than the Federal Government, a Party's advisors for purposes consistent with the Agreement, or as required by law. In the event a Party in receipt of Confidential Information ("**Receiving Party**") is requested or becomes compelled, by a court of competent jurisdiction, administrative agency or other governmental body, to disclose Confidential Information of the Party that disclosed the Confidential Information ("**Disclosing Party**"), the Receiving Party will provide the Disclosing Party with prompt notice. CFN's obligations in this paragraph and the exceptions in paragraph 13(b) below supersede any obligations of CFN or any CFN representative contained in any confidentiality agreement or statement executed or acknowledged at the entry of any Customer facility, which agreements or statements are void.
 - b. **Exceptions.** The obligations of this confidentiality section do not apply to information that: (i) was in the public domain or was known to the Receiving Party before the information was received by the Receiving Party; (ii) is developed by the Receiving Party or on its behalf independently of the information disclosed by the Disclosing Party as shown by written record; (iii) is acquired by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party; or (iv) becomes public knowledge without breach by the Receiving Party of any obligations of confidence to the Disclosing Party.

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- c. **Rights upon Termination.** Upon termination of the Agreement or termination or expiration of a Customer Order, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) use reasonable efforts to promptly purge the other Party's Confidential Information from its computer storage or other media, including online and off-line libraries (however, to the extent it is not feasible for the Party to purge such Confidential Information from back-up storage, the Party shall retain it in accordance with **Section 13**; and (iii) upon the request of the other Party, certify in writing that it has complied with the terms of this section.
- d. **IP Rights.** CFN owns or has rights to all Intellectual Property embodied or embedded in, or practiced by, the Products, Documentation, or CFN Data, and all rights therein. No services, including design technical support or advisory services, will be performed as works made for hire, and CFN retains full rights to design or market the same or similar designs for other customers. If Customer provides feedback on Products or ideas for new products, CFN may use and commercialize such feedback and ideas in any way and for any purpose.
14. **Indemnification; Limit of Liability.**
- a. **General.** CFN shall defend against and indemnify the other Party for any loss, damages, or liability, including reasonable attorneys' fees, resulting from any third party claim ("**Claim**") to the extent arising from CFN's negligence or willful misconduct or breach of its representations, warranties and covenants under this Agreement; provided, however, that such obligation shall not apply to Claims arising from the negligence or willful misconduct of any healthcare professional in performing services in a healthcare facility owned or operated by Customer. Customer shall give prompt notice of the Claim to CFN; however, any delay in giving notice will not excuse CFN's obligations under this section, except to the extent Customer has been prejudiced by the delay. Customer shall cooperate with CFN in the defense of the Claim and in any settlement of the Claim.
- b. **Infringement.** CFN shall defend Customer against any Claim that CFN's manufacture or sale of a Product infringes any patent or copyright of such person enforceable in the U.S. or misappropriates any trade secret of such person ("**Infringement Claim**"). On the occurrence of any Infringement Claim, or in the event CFN believes an Infringement Claim is likely, CFN may, at its option (i) modify the Product to make it non-infringing, or substitute functionally equivalent hardware or software; or (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) refund the purchase price of the Product in question.
- CFN will have no obligation or liability to the extent the Infringement Claim arises from: (i) the combination or use of the Product with products, services, hardware, software, technology, data or other materials not furnished or approved by CFN; (ii) modification of the Product, except as expressly authorized by CFN in writing; or (iii) use of the Product other than in accordance with the Documentation, in violation of the Customer Order or applicable laws, or after notice from CFN that Customer should cease use of the Product. The obligations set forth in this section will constitute CFN's entire liability and Customer's sole remedy for any actual or alleged Infringement Claim.
- c. NO PARTY WILL BE LIABLE TO THE OTHER PARTY FOR: (I) ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (II) ANY DAMAGES FOR BUSINESS INTERRUPTION; OR (III) REPROCUREMENT COSTS, LOSS OF PROFITS, INCOME, BUSINESS, USE, DATA OR GOODWILL. Other than with respect to payment claims, and subject to the exceptions in **14(d)** below, the total liability of a Party in connection with any matter arising from or relating to a Customer Order (whether in contract, tort, negligence or otherwise) will be limited to the amount of all fees paid or to be paid by Customer under the Customer Order(s) to which the matter relates during the 12 month period immediately preceding the event giving rise to such liability.
- d. The exclusions set forth in **14(c)** will apply to the fullest extent permitted by applicable laws, but will not apply to any liability arising from: (i) indemnification obligations hereunder related to death or bodily injury; (ii) a Party's fraud, gross negligence or willful misconduct; and (iii) breaches of confidentiality obligations. Notwithstanding the foregoing, the total aggregate liability of CFN for claims arising out of CFN's failure to comply with its obligations of confidentiality and data security under this Agreement (other than with respect to claims arising from CFN's gross negligence or willful misconduct, for which CFN's liability will be uncapped), shall be limited to \$200,000.
15. **Business Associate Terms.**
- a. **Permitted Uses and Disclosures by Business Associate.** In the performance of its obligations under this Agreement, CFN will receive PHI from or on behalf of Customer. CFN shall not use or further disclose PHI except:
- (i) Business associate may use or disclose protected health information as necessary to perform the services set forth in this Agreement; or
- (ii) Business associate may Use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached; or
- (iii) Business Associate may use or disclose PHI as otherwise expressly permitted in writing by Covered Entity; or
- (iv) Solely to the extent permitted by 45 C.F.R. §164.514, Business Associate shall de-identify PHI and use such de-identified PHI only as permitted by law and in a manner that would not violate the HIPAA Rules and this Agreement; or
- (v) If CFN provides data aggregation services to Customer, CFN may use PHI to provide Data Aggregation services to Customer as permitted by the HIPAA Rules.
- b. **Minimum Necessary.** In conducting functions and/or activities under this Agreement that involve the use and/or disclosure of PHI, CFN shall make reasonable efforts to limit the use and/or disclosure of PHI to the minimum amount of information necessary to accomplish the intended purpose of the use or disclosure.
- c. **Protection of PHI.** CFN shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement.
- d. **Reporting.** CFN shall promptly and without undue delay report to Customer any Breach, Security Incident, or improper Use or Disclosure of PHI as required by the HIPAA Rules and applicable State law. Notwithstanding the foregoing, no report shall be required for unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of PHI or unsuccessful attempts at interference with systems operations in an information system, which shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above with respect to Business Associate's information systems, unless such incident appears to be an attempt to obtain unauthorized access, use or disclosure of Covered Entity's electronic PHI.
- e. **Mitigation.** CFN shall mitigate, to the extent practicable, any harmful effect that is known to CFN of a use or disclosure of PHI by CFN in violation of this Agreement.
- f. **Subcontractors and Agents.** CFN agrees to ensure that any subcontractors and agents to whom it provides PHI received from, or created, or received by, CFN on behalf of Customer agree in writing to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Rules that apply through this Agreement to CFN with respect to such information in accordance with such rules.
- g. **Accounting to HHS.** CFN shall make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of Health and Human Services (the "**Secretary**"), in a time and manner designated by Customer or the Secretary, for the purpose of the Secretary determining Customer's compliance with the HIPAA Rules.
- h. **Documentation of Disclosures.** CFN shall document and maintain documentation of such disclosures of PHI and information related to such disclosures as would be required for Customer to respond to a request by an

Individual for an accounting of disclosures of PHI in accordance with HIPAA Rules.

- i. **Accounting of Disclosures.** If CFN receives a request from an individual pursuant to the HIPAA Rules for an accounting of Customer's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Customer provides a written request to CFN, then Business Associate shall promptly provide Customer the information required to be included in an accounting pursuant to applicable HIPAA Rules for CFN's disclosures of PHI that are subject to an accounting pursuant to HIPAA Rules.
 - j. **Access and Designated Record Set.** To the extent CFN maintains PHI in a "Designated Record Set," as that term is defined in the HIPAA Rules, CFN agrees to provide access, at the request of Customer, and in a reasonable time and manner, to PHI in a Designated Record Set to Customer in order for Customer to meet the requirements under the HIPAA Rules. If applicable, CFN agrees to make any amendment(s) to PHI in a Designated Record Set that Customer directs or agrees to pursuant to HIPAA Rules at the request of Customer and in a reasonable time and manner.
 - k. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations(s) under the HIPAA Rules, it will comply with the requirements that apply to the Covered Entity in the performance of such obligation(s).
 - l. **Return or Destruction of PHI.** Upon termination of this Agreement for any reason, CFN shall either return or destroy, if feasible, all PHI received from Customer, or created, maintained or received by CFN on behalf of Customer. This provision shall apply to all such PHI in the possession of subcontractors or agents of CFN. CFN shall retain no copies of the PHI. If CFN determines that returning or destroying the PHI is infeasible, then CFN shall provide to Customer notification of the conditions that make return or destruction infeasible. CFN shall extend the protections of this Section to such PHI and limit further uses and disclosures of such PHI to those purposes that makes the return or destruction infeasible, for so long as CFN maintains the PHI.
 - m. **Electronic PHI Safeguards.** To the extent CFN creates, receives, maintains or transmits Electronic PHI on behalf of Customer, CFN shall comply with the applicable HIPAA Rules and shall implement Administrative, Physical and Technical Safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI, in accordance with the applicable HIPAA Rules, and ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Electronic PHI on CFN's behalf will (i) implement reasonable and appropriate safeguards to protect Electronic PHI; and (ii) comply with any applicable requirement of the applicable HIPAA Rules.
 - n. **Conformance with Modification of HIPAA Rules or Regulations.** If an amendment to or modification of HIPAA Rules, requires modification of this Section to permit Customer or CFN to remain in compliance during the term of this Agreement, then CFN and Customer shall enter into good faith negotiations to amend this Section to conform to any change required by such amendment or modification. Notwithstanding the foregoing, if Customer and CFN have not amended this Agreement to address a law or final regulation that becomes effective after the Effective Date and that is applicable to this Agreement, then upon the effective date of such law or regulation (or any portion thereof) this Agreement shall be amended automatically and deemed to incorporate such new or revised provisions as are necessary for this Agreement to be consistent with such law or regulation and for Customer and CFN to be and remain in compliance with all applicable laws and regulations.
 - o. **Survival.** The obligations of CFN pursuant to this Section shall survive the termination, cancellation or expiration of this Agreement.
16. **Certain Defined Terms.**
- a. **"Acceptance"** means the completion of Implementation Services or, if no Implementation Services are provided, the delivery of the Products or, as applicable, the protocols, keys or access codes needed to access and use the Products.
 - b. **"CFN Data"** means data that is part of a Product or Service and data derived from that data, and includes event data, operational data, device health data, database structure, and machine metrics of or relating to a Product or Service.
 - c. **"Confidential Information"** means any confidential or proprietary information of a Party, however disclosed or recorded that is disclosed in connection with the Customer Order (including, with respect to Customer, Customer Data, and,

with respect to CFN, CFN Data).

- d. **"Customer Data"** means data that is created by Customer, or as between Customer and CFN, originates with Customer and is stored, transmitted to, or accessed by CFN through a Product, as applicable. For avoidance of doubt, Customer Data includes PHI and personally identifiable information of any member of Customer's workforce and excludes CFN Data.
 - e. **"Term"** means the period of time specified in a Customer Order during which Customer is entitled to access and use a Product.
 - f. **"Implementation Services"** means the professional services and training provided by CFN to assist Customer in the implementation of a Product.
 - a. **"IP"** means all (a) processes, methodologies, procedures and trade secrets, algorithms, apparatus, circuit designs and assemblies, scripts, databases, data collections, data models, designs, diagrams, formulae, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, methods, models, network configurations and architectures, protocols, schematics, specifications, subroutines, techniques, tools, uniform resource identifiers, user interfaces, web sites and domain names, (b) trademark, service mark, logos, or trade dress, (c) Software, tools and machine-readable texts and files, and (d) copyrights, literary work or other work of authorship, including documentation, reports, manuals, training materials, artwork, drawings, fonts, photographs, charts and graphics.
 - b. **"PHI"** means "protected health information" as defined in 45 CFR §160.103, of any patient of Customer.
 - c. **"HIPAA Rules"** means Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, and the Health Information Technology for Economic and Clinical Health Act (Division A, Title XIII and Division B, Title IV, of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).
 - d. **"Update"** means software to update, patch, fix, enhance or otherwise modify an already existing feature for the purposes of maintaining current functionality of the Equipment or Software that is a less substantial change than an Upgrade, as designated by CFN in its sole discretion and made generally available to its customers.
 - e. **"Upgrade"** means any new functionality to either Software or Equipment that does not exist in the current configuration and which requires additional payment by the Customer. "Functionality" is defined as a combined set of features that each CFN product can perform that is a more substantial change than an Update, as designated by CFN in its sole discretion and made generally available to its customers.
 - f. **"Term Begin Date"** means the first day of the month following Acceptance, or a date otherwise mutually agreed upon by the parties in writing.
17. **Miscellaneous.**
- a. Each Party hereby represents that it shall comply with applicable laws.
 - b. All claims, controversies or disputes arising out of or relating to the Agreement or a Customer Order, the relationship of the parties and/or the interpretation and enforcement of their respective rights and obligations herein, shall be governed by the laws of the State of Delaware, except for any choice or conflict of law principles.
 - c. Either Party may assign, sell, or otherwise transfer the Agreement without the prior consent of the other Party (a) to an Affiliate or (b) in connection with a sale or transfer of all or substantially all of the assets of such Party related to the subject matter described therein.
 - d. Either Party's failure to insist upon performance of any provision of the Agreement is not a waiver of any of its rights under the Agreement. No waiver under the Agreement will be valid or binding unless set forth in a writing signed by the Party against which enforcement of the waiver is sought. The waiver will constitute a waiver only with respect to the specific matter described in the waiver and will not impair the rights of the Party granting the waiver in any other respect or at any other time. No delay or forbearance by either Party in exercising any right under the Agreement will be deemed a waiver of that right.
 - e. If any provision of the Agreement should for any reason be held invalid, unenforceable or contrary to public policy, the remainder of the Agreement shall remain in full force and effect.
 - f. The Agreement together with any Customer Orders (i) are the entire agreement between the parties and supersedes any other oral or written communications, advertisements or understandings with respect to the subject matter hereunder.

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- g. No amendment of the Agreement will be valid unless such amendment is made in writing and is signed by authorized representatives of CFN and the applicable Customer.
- h. Nothing in this Agreement may be construed to place the parties in the relationship of partners, joint ventures, principal and agent, or employer and employee. Neither Party may assume, create, or incur any liability or obligation in the name of or on behalf of the other Party by virtue of the Agreement. Each Party shall bear the costs of performance of its obligations under the Agreement.
- i. The Parties agree that there are no third-party beneficiaries of this Agreement, except Customer's affiliates to the extent they execute a Customer Order.

[End of document]

BD PYXIS™ MEDBANK – ACKNOWLEDGEMENTS

Please review and initial below:

_____ Unless otherwise specified and mutually agreed to, I acknowledge that BD's standard lead time to first site installation is approximately 90 days.

Please select one of the following:

_____ PO is Required: If a Purchase Order is a customer requirement for payment of the financial obligation proposed under this customer order, please check to confirm and provide applicable Purchase Order numbers below:

Rental/Purchase PO#: _____

Support PO#: _____

_____ PO not Required: If a Purchase Order is not a customer requirement in order to remit payments, customer acknowledges that invoices are due upon receipt and payments will not be withheld or delayed in the event BD is not provided a PO subsequent to execution of this Customer Order.

Each person signing below represents: (i) its authority to sign each of the agreements attached hereto, including this Agreement, any Quote/Customer Order, Implementation Timeline as applicable, and any other attachments as applicable (collectively, the "Agreements"); and (ii) that signature shall for all intents and purposes constitute signature of each of the respective Agreements attached hereto.

CUSTOMER

Customer By: _____
Customer Print: Curtis Sharp
Customer Title: _____
Date: _____

CAREFUSION SOLUTIONS, LLC

CFN By: _____
CFN Print: _____
CFN Title: _____
Effective Date: _____

SCHEDULE A – SMS AND IMPLEMENTATION SERVICES DESCRIPTION**1. Support and Maintenance Service Description.**

- a. **Proper Performance and Updates.** To the extent you have purchased Support and Maintenance Services (“SMS”) in a Customer Order, we will provide, during the purchased support term, (i) SMS that is required to keep the Product functioning substantially in accordance with the user, specifications or product guides provided in the Documentation “**Proper Performance**”), and (ii) Updates. Upon release we will coordinate delivery of the Update (via the Internet) and assist you with installation, using reasonable efforts to minimize disruption to your use of MedBank Software. Updates will be provided with scripts and programs that install complete, working versions of the applicable Updates.
- b. **Customer Support.** Customer Support is available by phone at 1.866.930.9251 24/7/365 and may also be requested online at MedbankSupport@BD.com, via the support chat feature on its myQlink.net website.
- c. **Exclusions.** SMS is not provided if: (i) you are not in compliance with your obligations under the Agreement; (ii) use, operation, repair or maintenance of the Products are not in compliance with the manufacturer's terms and conditions of use in the Documentation; (iii) a Product is being used in combination with any item with which such Product is not intended to be operated or used, (iv) a Product has been subject to abnormal physical or electrical stress; (v) the Product has been modified or altered other than by CareFusion or as permitted by CareFusion in writing, (vi) the performance issue is caused by your act, omission, negligence, Loss or damage in relation to a Product, (vii) you fail to follow the recommended operating environment for the Product, (viii) the problem is with third party software or hardware not licensed through or sold by CFN, (ix) you have not installed and implemented all released Updates; or (x) you moved or relocated the Product or assigned any right or interest in the Product without our advance written consent. Any service not specifically identified herein as a component of SMS may be provided by us upon or provision of an estimate and your issuance of a PO.
- d. **Subcontractor.** All or a portion of SMS may be provided by subcontractors, provided that we shall remain obligated to the terms herein to ensure quality performance of Support Services in accordance with the terms herein.

2. Implementation Services Description.

- a. **Implementation Services.** If purchased in a Customer Order, we will provide implementation services in accordance with our standard service offerings and implementation timeline for the type of purchased services, “Concierge” or “Guided”, and Acceptance will be deemed to occur upon completion of services.
- b. **Self-Install.** Except for initial Customer Orders, you may elect to self-install under a subsequent Customer Order if you designate one or more employees (each, a “**Customer Implementation Specialist**”) who satisfactorily completes “train the trainer” training provided by our personnel during implementation of BD Pyxis MedBank Products under a prior Customer Order. If you elect to self-install in a Customer Order, then your Customer Implementation Specialist(s) shall be responsible for implementing installation of Products under such Customer Order.
- c. **Per Diem Services.** If you request any implementation-related or other services which are not included in the Quote/Customer Order, including: (i) on-site implementation services and troubleshooting; (ii) any additional implementation- or training-related services provided after Acceptance; or (iii) other services then CareFusion shall use best commercially reasonable efforts to provide the Per Diem Service under a separate agreement based on then-current per diem pricing applicable to all customers.

[End of Schedule A]

1000277839

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Customer Order
Product Schedule
Customer Order : 1000277839

Sold To: BENTONVILLE FIRE DEPARTMENT #10288872
Ship To: BENTONVILLE FIRE DEPARTMENT #10288872

Product Discounts:
Non-Std Disc %: 14 %
Support Level: Basic / Standard 24h
Support Term: 60 months

The fees stated in this Customer Order are offered by CareFusion for acceptance by the Customer for a period expiring on: 04/07/2025													
New Products					Purchase Terms			Rental Terms			Support Terms		
					Purchase Fees			Monthly Rental Fees			Monthly Support Fee		
Proposed Location	Product ID	Product Name	Tr. Type	QTY	List	Net	Extended	List	Net	Extended	List	Net	Extended
	1145-00	MDBNK TWR MN.MEDBANK,6, PREM	NEW	1	\$ 32,980.00	\$ 28,493.00	\$ 28,493.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 45.00	\$ 45.00	\$ 45.00
	139077-01	BD Pyxis MedBank Facility Concierge Imp	NEW	1	\$ 2,875.00	\$ 2,875.00	\$ 2,875.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	139405-01	BD Pyxis MedBank Shipping Fee - Large	NEW	1	\$ 1,100.00	\$ 1,100.00	\$ 1,100.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	139090-01	BD Pyxis MedBank Facility Software	SWN	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 102.00	\$ 102.00	\$ 102.00	\$ 0.00	\$ 0.00	\$ 0.00
	155244-01	KIT BD PYXIS QLOCK (LEFT)	NEW	2	\$ 2,356.00	\$ 2,356.00	\$ 4,712.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.01	\$ 0.00	\$ 0.00
Totals:							\$ 37,180.00			\$ 102.00			\$ 45.00

Total Purchase Fees	\$ 37,180.00
Total Monthly Rental Fees	\$ 102.00
Total Monthly Support Fees	\$ 45.00

All fees mentioned are in USD

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CAREFUSION SOLUTIONS, LLC., FOR THE PURCHASE OF A PYXIS MEDICATION MANAGEMENT SYSTEM, IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND DOLLARS (\$46,000.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requires a medication management system to maintain daily counts on DEA regulated medications increasing safety and maximizing security to enhance both state and federal compliance;

WHEREAS, CareFusion Solutions, LLC. is the sole-source manufacturer for Pyxis Medicine Management Systems; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with CareFusion Solutions, LLC., for the purchase a Pyxis Medication Management System, in an amount not to exceed forty-six thousand dollars (\$46,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a Pyxis Medication Management System for the Bentonville Fire Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Curtis Sharp
Phone:	479-271-3151	For Department(s):	Fire
Email:	csharp@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Approving Waiver of Bid to Purchase Stryker Lifepak 35 Cardiac Monitors for Ambulances
Action Recommendation & Justification:	The Fire Department requests the purchase of Stryker Lifepak 35 cardiac monitors for four front-line Paramedic ambulances. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	These are updated versions and will replace four of the existing Lifepak 15 cardiac monitors allowing those Lifepak 15 monitors to be used for Advanced Response fire engines. Stryker is the sole-source provider for Lifepak 35 cardiac monitor/defibrillators. An emergency clause is requested to allow the immediate purchase and avoid any unnecessary manufacture production order delays. This is a budgeted item for 2025.
Amount for Approval:	\$ 360,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

102020-47410 Machinery & Equipment

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



Inter-office Memorandum

To: Mayor Orman and City Council

From: Justin Scantlin, Fire Chief

CC: Camille Thompson, Staff Attorney

Date: 1/28/2025

Re: Purchase of a Stryker Lifepak 35 heart monitor/defibrillators

The Fire Department requests the purchase of four Stryker Lifepak 35 heart monitor for our four frontline paramedic ambulances. These new medical items are proprietary to Stryker Manufacturing, which is the sole source supplier of these new items. This is a new monitor for 2025 with numerous updates over current Lifepak 15 models. Our entire EMS system utilizes Stryker software, AEDs, Lifepak 15, and proprietary defibrillator pads and connective leads for blood pressure, capnography, and pulse oximetry. Changing to another manufacturer would impact the entirety of the fleet, negating interoperability and be cost prohibitive. An emergency clause is needed for the immediate purchase and ordering of these new monitors to prevent manufacturing and delivery delays caused by increased demand for these new monitors. These are budgeted items for 2025.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 23, 2025

SUBJECT: The purchase of Stryker Lifepak 35 Cardiac Monitors

The Purchasing and Compliance Department recommends Council approval of the Fire Department's request to purchase four Stryker Lifepak 35 cardiac monitor/defibrillators for their front-line Paramedic ambulances.

These updated monitors will replace four existing Lifepak 15 models, which will be reassigned for use on Advanced Response fire engines. This strategic reassignment ensures the department maximizes the utility of its existing equipment while equipping front-line ambulances with the latest technology.

Stryker is the sole-source provider of the Lifepak 35 cardiac monitor/defibrillators, as verified by their proprietary status. An emergency clause is requested to allow for the immediate purchase of these devices, ensuring there are no unnecessary delays caused by manufacturing production schedules.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

January 2025

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

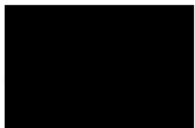
- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

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EC-GSNPS-COMM-1157704_REV-1_en_us

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Fire

Department 2 (if applicable)

Supplier Name

Stryker

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☐ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: Stryker is the sole manufacturer and distributor of the Stryker Power-Pro XT (model 6506) ambulance cot, the Power-Pro 2 (model 6507) ambulance cot, and the Power-LOAD (model 6390) cot fastener.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

System meets SAE J3027 dynamic crash test safety standards when the 6506 or 6507 cot is paired

And, why is this feature necessary?

Provide patient and provider safety when the ambulance is in motion or if it is involved in an accident

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

These have proprietary batteries and compatible to be utilized with all EMS vehicles.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Only Stryker or its affiliated entities are authorized to sell. Only Stryker sales or affiliated ambulance

What would the agency do if the service or commodity were no longer available?

Be unable to license or utilize the associated ambulance.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Many medical devices are trademarked and proprietary, which is the case with these Stryker products

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature

Date 1/16/25

Print Name

Curtis Sharp

Title

Deputy Chief

E-mail Address

csharp@bentonvillear.com

Phone #

479-271-3151

Purchasing and Compliance Manager Approval



Justification appears appropriate.



Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature

Date 1/23/25



LP35 (4)

Quote Number:10973239

Version:1

Prepared For:BENTONVILLE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Logan Cruse

Email:logan.cruse@stryker.com

Phone Number:

Quote Date:01/06/2025

Expiration Date:04/06/2025

Contract Start:08/19/2024

Contract End:08/18/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	BENTONVILLE FIRE DEPT	Name:	BENTONVILLE FIRE DEPT	Name:	CITY OF BENTONVILLE
Account #:	20019323	Account #:	20019323	Account #:	20126333
Address:	800 SW A ST	Address:	800 SW A ST	Address:	1000 SW 14TH ST
	BENTONVILLE		BENTONVILLE		BENTONVILLE
	Arkansas 72712-6225		Arkansas 72712-6225		Arkansas 72712-3625

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	4	\$47,900.00	\$191,600.00
2.0	11335-000001	BATTERY, LI-ION, WITH IFU, LP35	8	\$1,000.00	\$8,000.00
3.0	11140-000102	CHARGER, BATTERY, LP35	4	\$3,000.00	\$12,000.00
4.0	11140-000131	POWER CORD,C13 ST,10FT,HOSPITAL GRADE	4	\$108.00	\$432.00
5.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	6	\$859.00	\$5,154.00
6.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	6	\$945.00	\$5,670.00
7.0	11171-000017	Masimo LNCS DCI, Adult SpO2 only Reusable Sensor. For use with LNC Patient Cable.	8	\$449.00	\$3,592.00
8.0	11171-000018	Masimo LNCS DCIP, Pediatric SpO2 only Reusable Sensor. For use with LNC Patient Cable.	8	\$416.00	\$3,328.00
9.0	11111-000035	ASSY, CABLE, ECG, 4 WIRE, AHA, 8 FT	6	\$514.00	\$3,084.00
10.0	11111-000037	ASSY, CABLE, ECG, 15LEAD, 6 WIRE PRECORD	4	\$310.00	\$1,240.00
11.0	11160-000015	NIBP Cuff-Reusable, Adult	4	\$41.00	\$164.00
12.0	11335-000005	KIT, PRINTER, LP35	4	\$3,000.00	\$12,000.00
13.0	11335-000008	KIT, STORAGE BAGS, LP35	6	\$600.00	\$3,600.00
14.0	11260-000073	KIT, SHOULDER STRAP, LP35	6	\$75.00	\$450.00
15.0	11150-000020	KIT, MODEM, NA, LP35	4	\$1,500.00	\$6,000.00



LP35 (4)

Quote Number:10973239

Version:1

Prepared For:BENTONVILLE FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Logan Cruse

Email:logan.cruse@stryker.com

Phone Number:

Quote Date:01/06/2025

Expiration Date:04/06/2025

Contract Start:08/19/2024

Contract End:08/18/2025

#	Product	Description	Qty	Sell Price	Total
16.0	11330-000026	ASSY, DOCKING STATION, LP35	4	\$3,200.00	\$12,800.00
17.0	11996-000536	PATIENT SIMULATOR, ECG,15-LEAD	1	\$1,500.00	\$1,500.00
Equipment Total:					\$270,614.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
---------	-------------	-----	------------	--------------

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
18.1	LIFEPK35-DEP-PRO	Lifepak35 for LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT 08/20/2024 - 08/19/2031 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	4	\$12,670.00	\$50,680.00
ProCare Total:					\$50,680.00

Price Totals:

Estimated Sales Tax (9.500%):	\$30,522.93
Freight/Shipping:	\$5,043.56
Grand Total:	\$356,860.49

Prices: In effect for 30 days

Terms: Net 30 Days



LP35 (4)

Quote Number:	10973239	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Logan Cruse
Prepared For:	BENTONVILLE FIRE DEPT	Email:	logan.cruse@stryker.com
Attn:		Phone Number:	

Quote Date: 01/06/2025
Expiration Date: 04/06/2025
Contract Start: 08/19/2024
Contract End: 08/18/2025

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STRYKER, FOR THE PURCHASE OF FOUR (4) LIFEPAK ‘35’ CARDIAC MONITORS, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000.00); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department requests to purchase four (4) Stryker Lifepak ‘35’ Cardiac Monitors for the four (4) front-line paramedic ambulances;

WHEREAS, these updated versions of cardiac monitors will replace four (4) of the existing Lifepak ‘15’ cardiac monitors allowing those monitors to be used for Advance Response fire engines;

WHEREAS, Stryker is the sole-source provider in the Hospital, Emergency Response Services, and Emergency Response Training markets; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stryker, for the purchase of four (4) Lifepak ‘35’ Cardiac Monitors, in an amount not to exceed three hundred sixty thousand dollars (\$360,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of four (4) Stryker Lifepak ‘35’ Cardiac Monitor, for the Bentonville Fire Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Curtis Sharp
Phone:	479-271-3151	For Department(s):	Fire
Email:	csharp@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance approving a Waiver if Bid - Stryker Powercot & Load System for Braun Liberty Ambulance
Action Recommendation & Justification:	The Fire Department requests approval to enter into an agreement purchasing a Stryker power cot & loading system for a Braun Liberty ambulance. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	These items are standard equipment and required for secure patient transport. We have applied for a federal grant for these items, but will not know the outcome until a future date. Stryker is the sole-source provider for Power-Pro XT and the Power-LOAD transport system. This is a budgeted item for 2025.
Amount for Approval:	\$ 67,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

102020-47410 Machinery & Equipment

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

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Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney
Date: 1/28/2025
Re: Purchase of a Stryker power cot and load restraint system

The Fire Department requests the purchase of a Stryker PowerPro XT cot and PowerLOAD restraint system for a new paramedic ambulance. These new medical items are proprietary to Stryker Manufacturing, which is the sole source supplier of these new items, unlike refurbished models sold by other vendors. These items are necessary for interoperability, so that all ambulance systems work for all patients. Changing to another manufacturer would impact the entirety of the fleet, negating interoperability and be cost prohibitive. These are budgeted items for 2025.



MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: January 23, 2025

SUBJECT: The purchase of Stryker Power Cot and Loading System

Purchasing and Compliance recommends Council approval for the purchase of a Stryker Power-Pro XT cot and Power-LOAD loading system for a Braun Liberty ambulance.

Stryker is the sole-source provider of the Power-Pro XT cot and Power-LOAD transport system, which are designed to work seamlessly together. The sole-source status is critical to ensure compatibility with existing equipment, standardization within the department, and the safety of both patients and emergency personnel.

Approval of this agreement will enable the Fire Department to maintain compliance with safety and operational standards while ensuring the secure transport of patients. It is recommended that the Council approve the request to enter into this agreement with Stryker.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

January 2025

Power-PRO™ XT Cot sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-PRO XT Cot (Model 6506). This correspondence is to inform you of the characteristics of the Power-PRO Cot. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Qualifications:

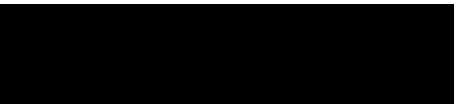
- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-PRO XT Cot conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-LOAD Cot Fastener and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD Cot Fastener and X-Restraints.

Ease of use:

- The cot has a weight capacity of 700 lb.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. Thus, the cot will not abruptly jar the operator or patient.
- The battery is placed at the foot end of the stretcher.
- The cot legs power-retract in 3.5 seconds which speeds load time.
- The cot provides a load height of 36" and is operator adjustable to match the deck height of individual ambulances.
- The foot-end of the cot provides lifting bars and operator controls at two different heights, thus providing optimal ergonomics to most operator heights.
- The foot end of the cot contains a large battery indicator light which displays amber or green which indicates battery level. A warning is given by a flashing amber light, providing the operator the time to change the battery before full depletion of power.
- The Model 6506 has 6" x 2" sealed casters and bearings.
- The cot features a foot end mounted hourly usage meter. This tool can be used to determine the timing of preventative maintenance checks.
- The cot features powder-coating of the aluminum frame (including the patient handling surfaces) and sealed caster bearings, thus reducing aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your Sales Representative for further information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Performance-LOAD, Power-LOAD, Power-PRO, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo. Copyright © 2022 Stryker. M0000001063 REV AB

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | [stryker.com](https://www.stryker.com)

January 2025

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

M0000001062 REV AB

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Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Fire

Department 2 (if applicable)

Supplier Name

Stryker

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☐ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☐ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: Stryker is the sole manufacturer and distributor of the Stryker Power-Pro XT (model 6506) ambulance cot, the Power-Pro 2 (model 6507) ambulance cot, and the Power-LOAD (model 6390) cot fastener.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

System meets SAE J3027 dynamic crash test safety standards when the 6506 or 6507 cot is paired

And, why is this feature necessary?

Provide patient and provider safety when the ambulance is in motion or if it is involved in an accident

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

These have proprietary batteries and compatible to be utilized with all EMS vehicles.

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Only Stryker or its affiliated entities are authorized to sell. Only Stryker sales or affiliated ambulance

What would the agency do if the service or commodity were no longer available?

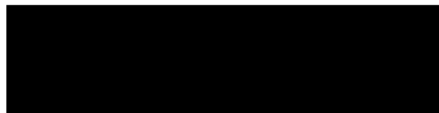
Be unable to license or utilize the associated ambulance.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Many medical devices are trademarked and proprietary, which is the case with these Stryker products

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature



Date

1/16/25

Print Name

Curtis Sharp

Title

Deputy Chief

E-mail Address

csharp@bentonvillear.com

Phone #

479-271-3151

Purchasing and Compliance Manager Approval



Justification appears appropriate.



Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature



Date

1/23/25



Power system

Quote Number:11023268

Version:1

Prepared For:BENTONVILLE FIRE DEPT

Attn:

Quote Date:01/06/2025

Expiration Date:04/06/2025

Remit to:Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep:Logan Cruse

Email:logan.cruse@stryker.com

Phone Number:

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	BRAUN INDUSTRIES	Name:	BENTONVILLE FIRE DEPT	Name:	CITY OF BENTONVILLE
Account #:	20202330	Account #:	20019323	Account #:	20126333
Address:	1170 PRODUCTION DR	Address:	800 SW A ST	Address:	1000 SW 14TH ST
	VAN WERT		BENTONVILLE		BENTONVILLE
	Ohio 45891-9391		Arkansas 72712-6225		Arkansas 72712-3625

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650605550003	6506 MTS PWRPRO COT HIGH CNFIG	1	\$31,097.11	\$31,097.11
2.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	1	\$29,180.79	\$29,180.79
Equipment Total:					\$60,277.90

Price Totals:

Estimated Sales Tax (9.500%):	\$5,726.40
Freight/Shipping:	\$753.47
Grand Total:	\$66,757.77

Prices: In effect for 30 days

Terms: Net 30 Days



Power system

Quote Number:	11023268	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1	Rep:	Logan Cruse
Prepared For:	BENTONVILLE FIRE DEPT	Email:	logan.cruse@stryker.com
Attn:		Phone Number:	
Quote Date:	01/06/2025		
Expiration Date:	04/06/2025		

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH STRYKER, FOR THE PURCHASE OF A POWER COT AND LOADING SYSTEM, IN AN AMOUNT NOT TO EXCEED SIXTY-SEVEN THOUSAND DOLLARS (\$67,000.00); WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department request the purchase of a Stryker Power Cot and Load System for a Braun Liberty Ambulance;

WHEREAS, these items are standard equipment and required for secure patient transport;

WHEREAS, Stryker is the sole-source provider for Power-Pro XT and the Power-LOAD transport system; therefore, bidding would not result in competitive submittals;

WHEREAS, the Bentonville Fire Department has applied for a federal grant for said items, but will not know the outcome until a future date; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Stryker, for the purchase of a Power Cot and Load System, in an amount not to exceed sixty-seven thousand dollars (\$67,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of a Power Cot and Load System, for the Bentonville Fire Department;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Chris Earl
Phone:	479-696-0273	For Department(s):	Water Resource Recovery Facility
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance for a Waiver of Bid to Purchase Required Parts to Rebuild WRRF Barscreen
Action Recommendation & Justification:	Approval of an ordinance to waive competitive bidding to enter into an agreement with Price Schonstrom for the purchase of all required parts to completely rebuild the Water Resource Recovery Facility Barscreen. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is a sole source item, it is neither practical or feasible to solicit competitive bids. See attached documentation verifying the current equipment and associated materials may only be purchased through Price Schonstrom who is sole source. This is a critical piece of equipment that must be repaired to maintain proper treatment of the incoming wastewater stream.
Amount for Approval:	\$ 65,089.26

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!



Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.

Complete this form for contracts with a value greater than \$12,500 (total) where bidding may be restricted or where multiple proposals can not be obtained. Completing this form does not guarantee that the proposed vendor will be selected.

This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name

Wastewater

Department 2 (if applicable)

Supplier Name

Price Schonstrom, Inc.

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- ☒ 1. Items sold through vendor only; no other comparable vendor available.
- ☒ 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- ☐ 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- ☒ 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- ☐ 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- ☐ 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation: Price Schonstrom is the manufacturer of the Arlat Barscreen that is existing in our facility. Price Schonstrom does not have distributors in the states. They are a direct buy vendor for the parts and equipment that we need to refurbish our barscreen with.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

NO

And, why is this feature necessary?

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

No, the barscreen is the only barscreen we have in the facility and it is specified for influent channel

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

What would the agency do if the service or commodity were no longer available?

We would have to have engineers get involved and then have a barscreen completely built for our ch

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature



Date

1/14/20

Print Name

Chris Earl

Title

Manager, WRRF

E-mail Address

cearl@bentonvillear.com

Phone #

479-696-0273

Purchasing and Compliance Manager Approval

☒ Justification appears appropriate. ☐ Justification appears inappropriate. Explanation is attached.

Purchasing and
Compliance Signature



Date 1/15/25

Joshua Epling

From: Chris Earl
Sent: Tuesday, January 14, 2025 9:12 AM
To: Joshua Epling
Subject: RE: Bar Screen Info

See Comments Below

*Chris Earl, Manager
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712
Phone: 479-696-0273
Fax: 479-271-3163
cearl@bentonvillear.com*



From: Joshua Epling <jepling@bentonvillear.com>
Sent: Monday, January 13, 2025 8:20 AM
To: Chris Earl <chrise@bentonvillear.com>
Subject: FW: Bar Screen Info

From: Joshua Epling
Sent: Monday, January 6, 2025 1:35 PM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Hello Kevin,

I hope you a had a great holiday season. I spoke with my Manager and mentioned the sole source letter and that you said to use the email that you provided with that information. He was wondering if you could provide a more formal sole source with letterhead for him to take to Council. He said it would ensure things to go much quicker with the formal letter.

Sorry for inconvenience.

Thank you,

Joshua Epling, Maintenance Supervisor
City of Bentonville
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712
479-696-0296
jepling@bentonvillear.com



From: Kevin Dobson <kdobson@psicanada.com>
Sent: Friday, December 13, 2024 10:16 AM
To: Joshua Epling <jepling@bentonvillear.com>
Cc: Rich Grubb <rgrubb@psicanada.com>
Subject: RE: Bar Screen Info

Hi Joshua,

During the quoting stage I spoke with a number of potential carriers. They indicated that the expected delivery date was too far into the future to estimate. Based on past shipments I can safely say there is no typical amount to assume. Final shipping weight, size, distance, fuel surcharges, border delays and many other things factor into the cost.

We send the shipment with appropriate paperwork for customs, but we typically don't see those costs as our customer typically has their customs broker handle those costs. It's just not something we see.

To the best of my knowledge the waste water treatment equipment and parts do not typically have any tariffs applied, but I can't begin to guess what will happen between now and the time of shipment.

In short, I guess what I am saying is that I can't help beyond the detail already supplied. In your shoes, I would probably include an additional 10 to 15% to cover these costs with the understanding that the details will be worked out closer to the time of shipment.

Sorry I don't have a better answer.
Kevin

From: Joshua Epling <jepling@bentonvillear.com>
Sent: Friday, December 13, 2024 9:32 AM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Kevin,

I spoke with my manager this morning about the quote. In order for him to go to the board and request this repair he will need shipping, tariff, and all fees to be included in the quote. If you could please revise the quote to reflect these changes then we could start the PO request process.

We understand that some of these changes could change over time and they may be estimates as well. We just need a total price for all.

Sorry for the inconvenience.

Thank you,

Joshua Epling, Maintenance Supervisor
City of Bentonville
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712
479-696-0296
jepling@bentonvillear.com



From: Kevin Dobson <kdobson@psicanada.com>
Sent: Thursday, December 12, 2024 9:00 AM
To: Joshua Epling <jepling@bentonvillear.com>
Cc: Rich Grubb <rgrubb@psicanada.com>
Subject: RE: Bar Screen Info

Hi Joshua,

Yes, Price Schonstrom Inc is the manufacturer, and sole supplier of these parts. We no longer maintain a distribution network. Please use this email as for your records indicating that we are the sole supplier for these parts.

We might be your system already – possibly as Arlat Technology a Division of Price Schonstrom Inc., or some combination of the two. You were already in our system, with the most recent purchase being in 2013 for some screw conveyor parts. Regardless I have included a completed W-8BEN, rather than a W-9 since we are not a US company.

I spoke with my manager regarding payment terms. Since we have an existing relationship – albeit an old one – we can accept payment terms of N30 after receipt of product. I have attached our revised quote showing the same.

Please let me know if you need anything else as you process your order.

Thanks,
Kevin

Kevin Dobson
Arlat Division,
PRICE SCHONSTROM INC.
35 ELM ST. BOX 249
WALKERTON ON. N0G2V0
519-881-0262

From: Joshua Epling <jepling@bentonvillear.com>
Sent: Thursday, December 12, 2024 9:19 AM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Kevin,

Thank you for the quote. Is Price Schonstrom INC. the sole source provider for this product or is there a distributor in the states we would have to use? I would need a sole source letter stating that Price Schonstrom is the sole provider of this product. I spoke with my manager about the terms as well and with how the City of Bentonville operates its PO system. We request for the full amount of the invoice and payment is made when parts are onsite. I also may have to request a W-9 from Price Schonstrom to get them setup as a new vendor for us.

As soon as I get some of this information back I can start the PO process.
Thank you for all your help in this matter.

Joshua Epling, Maintenance Supervisor
City of Bentonville
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712
479-696-0296
jepling@bentonvillear.com



From: Kevin Dobson <kdobson@psicanada.com>
Sent: Thursday, December 12, 2024 7:05 AM
To: Joshua Epling <jepling@bentonvillear.com>
Cc: Rich Grubb <rgrubb@psicanada.com>
Subject: RE: Bar Screen Info

Hi Joshua,

Attached please find our quote for your replacement filter screen belt and drive sprockets. Unfortunately, I have not had much luck finding screenshots or photos that I can share at this time. Upon receipt of purchase order, we will send drawings for your review as well as any other details we need confirmed prior to us ordering any materials.

Thanks,
Kevin

Kevin Dobson
Arlat Division,
PRICE SCHONSTROM INC.
35 ELM ST. BOX 249
WALKERTON ON. N0G2V0
519-881-0262

From: Joshua Epling <jepling@bentonvillear.com>
Sent: Wednesday, December 4, 2024 12:18 PM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Sounds good

From: Kevin Dobson <kdobson@psicanada.com>
Sent: Wednesday, December 4, 2024 11:03 AM
To: Joshua Epling <jepling@bentonvillear.com>
Subject: RE: Bar Screen Info

Hi Joshua,

I'll send screen shots of each item that I include in our quote, and at time of order, we will send reference drawings for your approval prior to us ordering anything.

Thanks,
Kevin

From: Joshua Epling <jepling@bentonvillear.com>
Sent: Wednesday, December 4, 2024 11:58 AM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Ok. We definitely need them included in the quote. There are many of them that are damaged and cracked.

Thank you

From: Kevin Dobson <kdobson@psicanada.com>
Sent: Tuesday, December 3, 2024 4:55 PM
To: Joshua Epling <jepling@bentonvilleair.com>
Subject: RE: Bar Screen Info

Yes.

From: Joshua Epling <jepling@bentonvilleair.com>
Sent: Tuesday, December 3, 2024 4:12 PM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: FW: Bar Screen Info

From: Joshua Epling <jepling@bentonvilleair.com>
Sent: Tuesday, December 3, 2024 3:11 PM
To: Joshua Epling <jepling@bentonvilleair.com>
Subject: RE: Bar Screen Info

Kevin,

Quick question. Are the UHMW drive sprockets the white plastic part?

From: Joshua Epling
Sent: Monday, December 2, 2024 9:08 AM
To: Kevin Dobson <kdobson@psicanada.com>
Subject: RE: Bar Screen Info

Yes, please!

From: Kevin Dobson <kdobson@psicanada.com>
Sent: Wednesday, November 27, 2024 7:24 AM
To: Joshua Epling <jepling@bentonvilleair.com>
Subject: RE: Bar Screen Info

Hi Joshua,

Does your machine need new UHMW drive sprockets as part of your repair?

Thanks,
Kevin

From: Joshua Epling <jepling@bentonvilleair.com>
Sent: Thursday, November 21, 2024 9:12 AM

To: Kevin Dobson <kdobson@psicanada.com>

Subject: Bar Screen Info

Kevin,

Another thing about our bar screen is that back in 2012 we had ¼ “ elements installed and that is the spacing that we would like to stick with. Please insure that the elements are ¼”

Thank you again for all your help.

Joshua Epling, Maintenance Supervisor

City of Bentonville

Water Resource Recovery Facility

1901 N.E. “A” Street

Bentonville, AR 72712

479-696-0296

jepling@bentonvillear.com





PRICE-SCHONSTROM INC.
P.O. Box 249 - 35 Elm Street, Walkerton, Ontario N0G 2V0
Tel (519) 881-0262 Fax (519) 881-3573
Web Page: www.psicanada.com E-mail: kdobson@psicanada.com

DATE: 12-DEC-2024

City of Bentonville
Water Resource Recovery Facility
1901 N.E. "A" Street
Bentonville, AR 72712

Attention: Joshua Epling, Maintenance Supervisor, jepling@bentonvillear.com

Quote #: BENWAS Q25001R1

Item: One (1) Lot of repair parts for filter screen, originally fabricated as Arlat Model TS-1000, serial #1680, as modified circa 2010 to 1/4" clear spacing elements, consisting of:

- 126ea Rollers complete with bronze bushings,
- 63ea Shafts.
- 126ea Stainless side plates
- 126ea UHWM side links
- 252ea Stainless steel washers
- 252ea UHMW washers
- 3050ea Screen elements for 1/4 clear spacing.
- 126ea External snap rings.
- All assembled into as few of sections as practical for shipping,
- 8ea UHMW Sprocket Segments – to form 2 full sprockets.

Note: Pricing and delivery to be confirmed at time of order.

- All items are non-stocking at PSI, as such all parts are non-returnable/non-refundable.
- Various drawings to be sent upon receipt of purchase order for customer's field verification prior to ordering.
- Any tariffs/fees or other expenses for export to the US are above and beyond this quotation, and will be added to quote at a rate of cost plus 20%

Quote: FOB Walkerton ----- \$56,942.25 USD
Shipping not included. We can arrange for shipment, as prepaid and bill or on your account if you have a preferred carrier.

Terms: Net 30 from receipt of product (invoiced after shipping)

Delivery: 12 to 16 weeks, subject to approved drawings.

Sincerely,

Kevin Dobson
Engineering

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PRICE SCHONSTROM, FOR THE PURCHASE OF REQUIRED PARTS TO REBUILD THE WATER RESOURCE RECOVERY FACILITY BARSCREEN, IN AN AMOUNT NOT TO EXCEED SIXTY-FIVE THOUSAND EIGHTY-NINE DOLLARS AND TWENTY-SIX CENTS (\$65,089.26); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Resource Recovery Facility (WRRF) request the purchase of all required parts to completely rebuild the WRRF Barscreen;

WHEREAS, this is a critical piece of equipment that must be repaired to maintain proper treatment of the incoming wastewater stream;

WHEREAS, Price Schonstrom is the sole-source provider of require parts; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Price Schonstrom, for the purchase of required parts to rebuild the WRRF Barscreen, in an amount not to exceed sixty-five thousand eight-nine dollars and twenty-six cents (\$65,089.26);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of all required parts to completely rebuild the WRRF Barscreen;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



Consent Agenda Item [PLA24-0031](#)

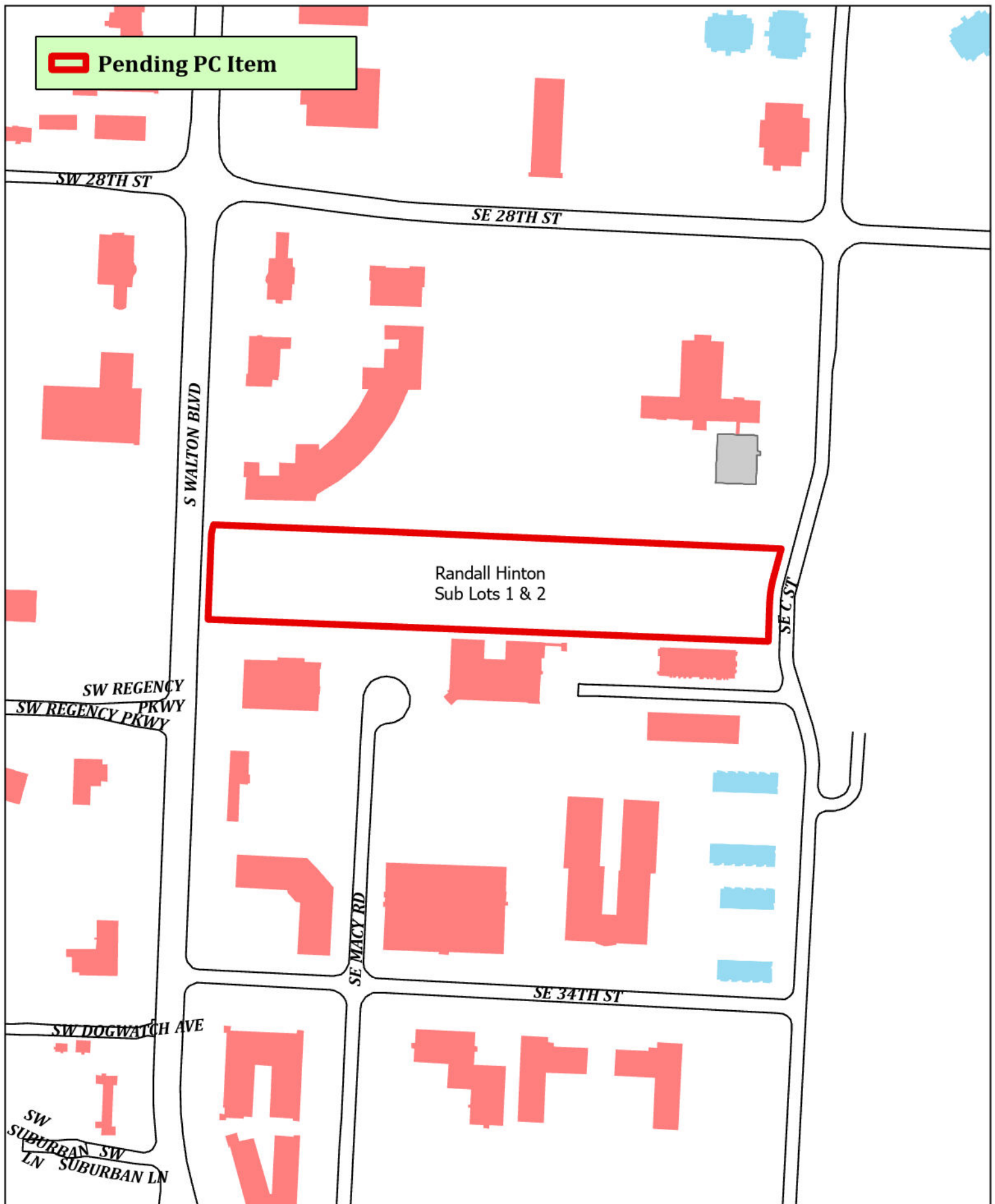
For the Planning Commission meeting on January 28, 2025

Details

Property Line Adjustment: Lot 3, Randall Hinton Subdivision, 3101 & 3103 South Walton Boulevard, R-2, Medium Density Two Family and Townhome Residential, *PLA24-0031*

A Property Line Adjustment of Lot 3, Randall Hinton Subdivision. The plat is dedicating a 20' utility easement on the west side of the lot. The property is a double frontage lot, with South Walton Boulevard and Southeast C Street both meeting the requirements of the Master Street Plan.

 Pending PC Item



PLA24-0031
Randall Hinton Lots 1 & 2
Property Line Adjustment



Lot 1, Randall Hilton Subdivision, to the City of Bentonville, Benton County, Arkansas, as shown in Instrument No. L202266489, being a part of the Northeast Quarter of the Northeast Quarter of Section 7, Township 19 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point on the West Master Street Plan Right-of-Way of Southeast C Street which is N02°01'59"E 461.95' and N87°44'22"W 102.55' from an existing rebar marking the Southeast corner of said forty acre tract and running thence N87°44'22"W 1172.77' to the East Master Street Plan Right-of-Way of South Walton Boulevard, thence along said right-of-way N02°16'16"E 10.00', thence leaving said right-of-way S87°44'22"E 342.73', thence N02°15'38"E 187.98', thence S87°44'13"E 850.27' to the West Master Street Plan Right-of-Way of Southeast C Street, thence along said right-of-way the following: S15°05'11"W 58.43', along a curve to the left having a radius of 238.30' for a chord bearing and distance of S09°54'41"W 7.76', thence 01°58'07"W 83.74' to the point of beginning, containing 3.87 acres, more or less.

Lot 2 Randall Hilton Subdivision and being further described as follows: A part of the Northeast Quarter of the Northeast Quarter of Section 7 Township 19 North, Range 30 West, Benton County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is N02°01'59"E 659.90' and N87°44'13"W 931.80' from an existing rebar marking the Southeast corner of said forty acre tract and running thence S02°15'38"W 187.98'. Thence N87°44'22"W 342.73' to the East Master Street Plan Right-of-Way of South Walton Boulevard. Thence along said right-of-way N02°16'16" 169.33', thence continuing along said right-of-way N13°28'02"E 19.03' to an existing rebar, thence leaving said right-of-way S87°44'13"E 339.00 feet to the point of beginning, containing 1.48 acres, more or less.

Lot 1 and Lot 2, Randall Hilton Subdivision, an addition to the City of Bentonville, Benton County, Arkansas, as recorded in Land Document L202266489, and being a part of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of Section 7, Township 19 North, Range 30 West, Benton County, Arkansas, and being more particularly described as follows:

BEGINNING at a five-eighths inch (5/8") rebar marking the southeast corner of Lot 1, Randall Hilton Subdivision, from which a one-half inch (1/2") rebar marking the southeast corner of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) bears South 87°44'22" East 102.55 feet and South 02°01'59" West 659.90 feet; thence from the point of beginning and by bearing and distance (basis of bearings, Grid North), North 87°44'22" West along the south line of said Lot 1 a distance of 1,172.77 feet to a five-eighths inch (5/8") rebar marking the southwest corner of said Lot 1; thence North 02°16'16" East along the east right-of-way line of S. Walton Boulevard a distance of 169.33 feet to a five-eighths inch (5/8") rebar; thence continuing along said east right-of-way line, North 13°28'02" East a distance of 19.03 feet to a five-eighths inch (5/8") rebar with cap marking the northwest corner of Lot 2, Randall Hilton Subdivision; thence South 87°44'13" East along the north line of said Lot 2 and then continuing along the north line of said Lot 1 a distance of 1,189.27 feet to a five-eighths inch (5/8") rebar marking the northeast corner of said Lot 1; thence South 15°05'22" West along the west right-of-way line of SE "C" Street a distance of 58.43 feet to a five-eighths inch (5/8") rebar; thence continuing along said west right-of-way line, 57.90 feet along the arc of a curve to the left, said curve having a radius of 238.30 feet and being subtended by a chord bearing and distance of South 09°54'41" West 57.76 feet to a five-eighths inch (5/8") rebar; thence continuing along said west right-of-way line, South 01°58'07" West a distance of 83.74 feet to the Point of Beginning, containing 5.35 acres, more or less.

Flood Information: Based on the Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 05007C0255K, Effective Date 06/05/2012, and by graphic plotting only, the subject property lies within: Zone X, areas determined to be outside the 0.2% annual chance floodplain [This flood statement does not address or cover the possibility of localized flooding or any potential flood hazards or risks associated with or that may be determined from a FEMA Risk Rating 2.0]

1. We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this Property Line Adjustment pursuant to Municipal Code Section 401.12

2. No residential lot shall be permitted direct access to a collector or arterial street. All residential subdivision development contiguous to a collector or arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.

3. Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department.

4. Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

5. Sidewalks shall be the responsibility of the builder/owner at time of building permit issuance.

6. All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.

7. There may not be fences or any other structures built in any drainage easements.

8. Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more information visit www.bentonvilleplanning.com or call the Planning Department at 479-271-3122.

I, Keith A. Sikes, hereby certify that this plat correctly represents a boundary survey made by me, or under my direct supervision, and boundary markers and lot corners shown hereon actually exist and their location, type, and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards for Property Boundary Surveys and Plats have been met.



olson®
3537 North Steele Boulevard, Suite 310
Fayetteville, AR 72703
olsonson.com
TEL 479.443.3404
FAX 479.443.4340

PROPERTY LINE ADJUSTMENT CREATING LOT 3, RANDALL HILTON SUBDIVISION				REV. NO.	DATE	DESCRIPTION	BY
PART OF THE NE1/4 NE1/4, SECTION 7, T19N, R30W				1	12.17.2024	City's 1st Submittal Comments	BT
BENTONVILLE, BENTON COUNTY, ARKANSAS						REVISIONS	
2024							

drawn by: _____ DRC

approved by: _____ KAS

project no.: _____ 024-03628

date: _____ 11.05.2024

SHEET

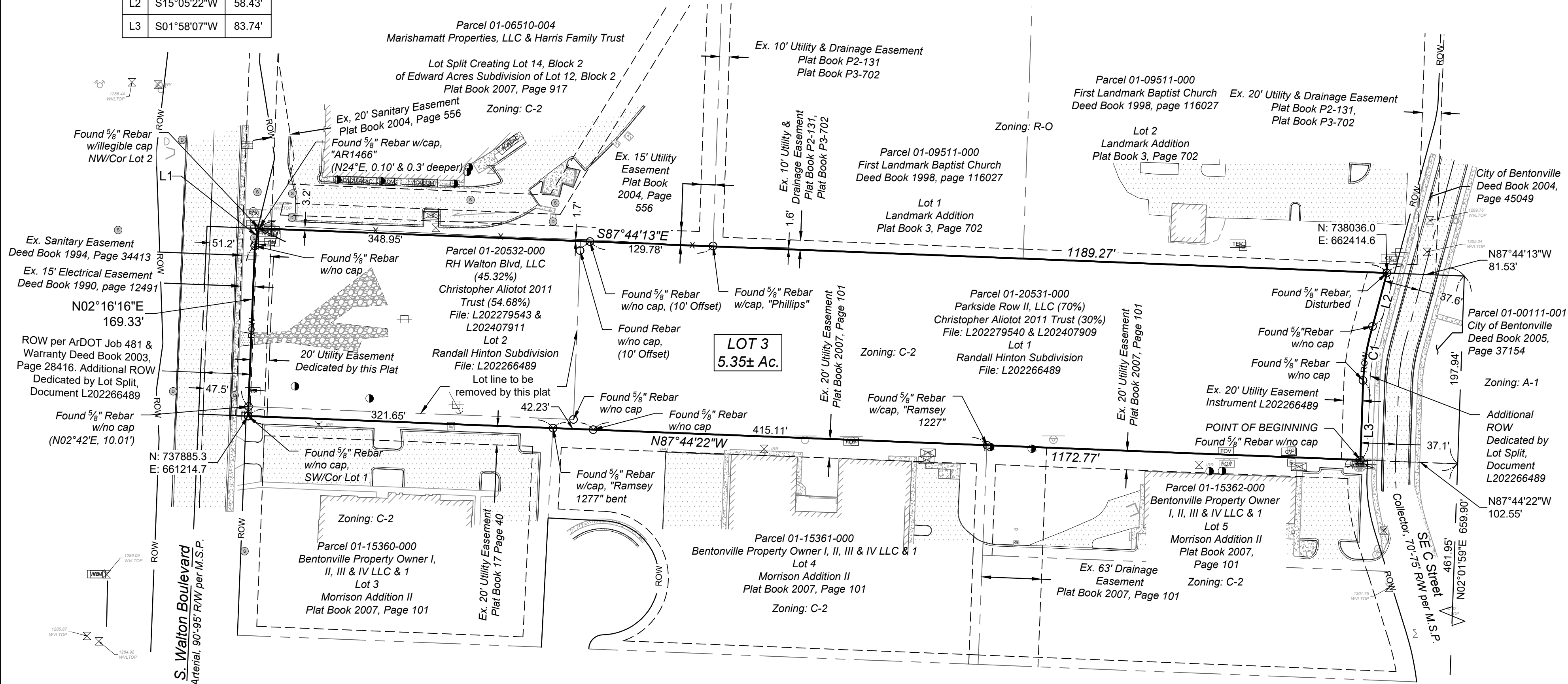
1 of 2

CURVE TABLE					
#	Radius	Delta	Length	Chord Bearing	Chord Length
C1	238.30'	013°55'17"	57.90'	S09°54'41"W	57.76'

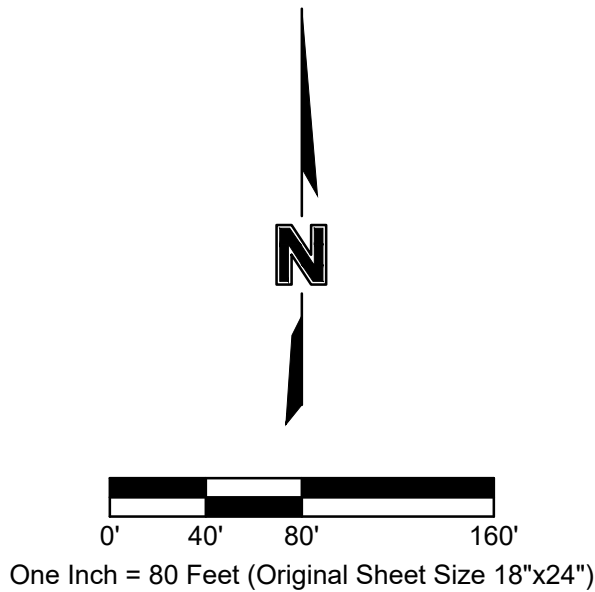
LINE TABLE		
#	Bearing	Length
L1	N13°28'02"E	19.03'
L2	S15°05'22"W	58.43'
L3	S01°58'07"W	83.74'

REFERENCE DOCUMENTS

1. Lot Split creating Lots 1 & 2 of Randall Hinton Subdivision; prepared by Bates & Associates, Inc., & Derrick L. Thomas, AR PS 1642; Land Document No. L202266489, filed 10/18/2022, Benton County, Arkansas.
2. Lot Split, Edward Acres Subdivision, Lot 12, Block 2, creating Lots 13 & 14, Block 2; prepared by CEI Engineering Associates, Inc. & Roger Dale Dawson, AR PS 1534; Plat Book 2007 at Page 917, filed 11/5/2007, Benton County, Arkansas.
3. Lot Split creating Lots 1 & 2, Landmark Addition; prepared by Fox & Gore Inc., & Hollis Gerald Fox, AR PS 1144; Plat Book 3, Page 702, filed 3/28/2001, Benton County, Arkansas.
4. Tract Split of Part of Tract 3 of Edwards Acres, Block 2; prepared by Fox & Gore Inc., & Hollis Gerald Fox, AR PS 1144; Plat Book 2, Page 131, filed 5/18/1999, Benton County, Arkansas.
5. Final Plat of Morrison Addition II; prepared by Ramsey Surveying, Inc. & Jim F. Ramsey, AR PS 1227; Plat Book 2007, Page 101, filed 1/26/2007, Benton County, Arkansas.

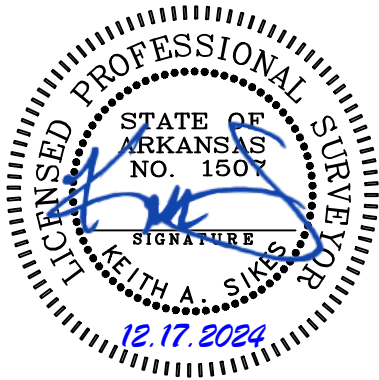


BASIS OF BEARINGS
Grid North, based on State Plane Coordinate System, NAD83, Arkansas
North Zone, GNSS Base Point determined by using ARDOT VRS
Newtown.
The Grid North bearing measured along the South line of the subject
property=N87°44'22"W
DATUM
Elevations based on NAVD 88. GNSS Base Point determiend using
ARDOT VRS Network.



LEGEND	
○ Found Monument (As Noted)	○ Water Manhole
● Set 1/2" Rebar w/plastic cap, "1507"	○ Water Meter
AC Air Conditioner	○ Water Valve
⊙ Bollard	—X— Barbed Wire Fence
CV Cable Vault	--- Boundary Line
E Electric Box	--- Easement Line
EC Electric Cabinet	--- Lot Line
EM Electric Meter	--- Right-of-Way
○ Fire Hydrant	--- Road Centerline
○ Fiber Optic Manhole	--- Section Line
○ Fiber Optic Pedestal	▨ Building
○ Fiber Optic Vault	▨ Concrete Pavement
GM Gas Meter	▨ Asphalt Pavement
GI Grate Inlet	▨ Gravel
GW Guy Wire	
IRR Irrigation Valve	
PP Power Pole	
SC Sanitary Cleanout	
SM Sanitary Manhole	
○ Storm Manhole	
○ Sign	
TP Telephone Pedestal	
TV Telephone Vault	
○ Unidentified Manhole	

Found 1/2" Rebar 0.1' deep in asphalt,
SE Corner of the NE1/4 NE1/4, Sec. 7, T19N, R30W



CITY OF BENTONVILLE PROJECT # PLA24-0031
ATLAS PAGE: 485

olsson

3537 North Steele Boulevard, Suite 310
Fayetteville, AR 72703
olsson.com
TEL 479.443.3404
FAX 479.443.4340

REV. NO.	DATE	DESCRIPTION	BY
1	12.06.2024	City's 1st Submittal Comments	BT

PROPERTY LINE ADJUSTMENT CREATING
LOT 3, RANDALL HILTON SUBDIVISION

PART OF THE NE1/4 NE1/4,
SECTION 7, T19N, R30W

BENTONVILLE, BENTON COUNTY, ARKANSAS 2024

drawn by: _____ DRC
approved by: _____ KAS
project no.: 024-03628
date: 11.05.2024

SHEET
2 of 2

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF PREVIOUSLY
UNPLATTED LAND CREATING NEW LOT 3 OF RANDALL HINTON SUBDIVISION
TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA24-0031)**

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line dedication of PREVIOUSLY UNPLATTED LAND CREATING NEW LOT 3 OF RANDALL HINTON SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on January 21, 2025;

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

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

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

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

Section 1: That the right of way and easement dedication of PREVIOUSLY UNPLATTED LAND CREATING NEW LOT 3 OF RANDALL HINTON SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

Stephanie Orman, Mayor

ATTEST:

Malorie Marrs, City Clerk



Consent Agenda Item [FP24-0018](#)

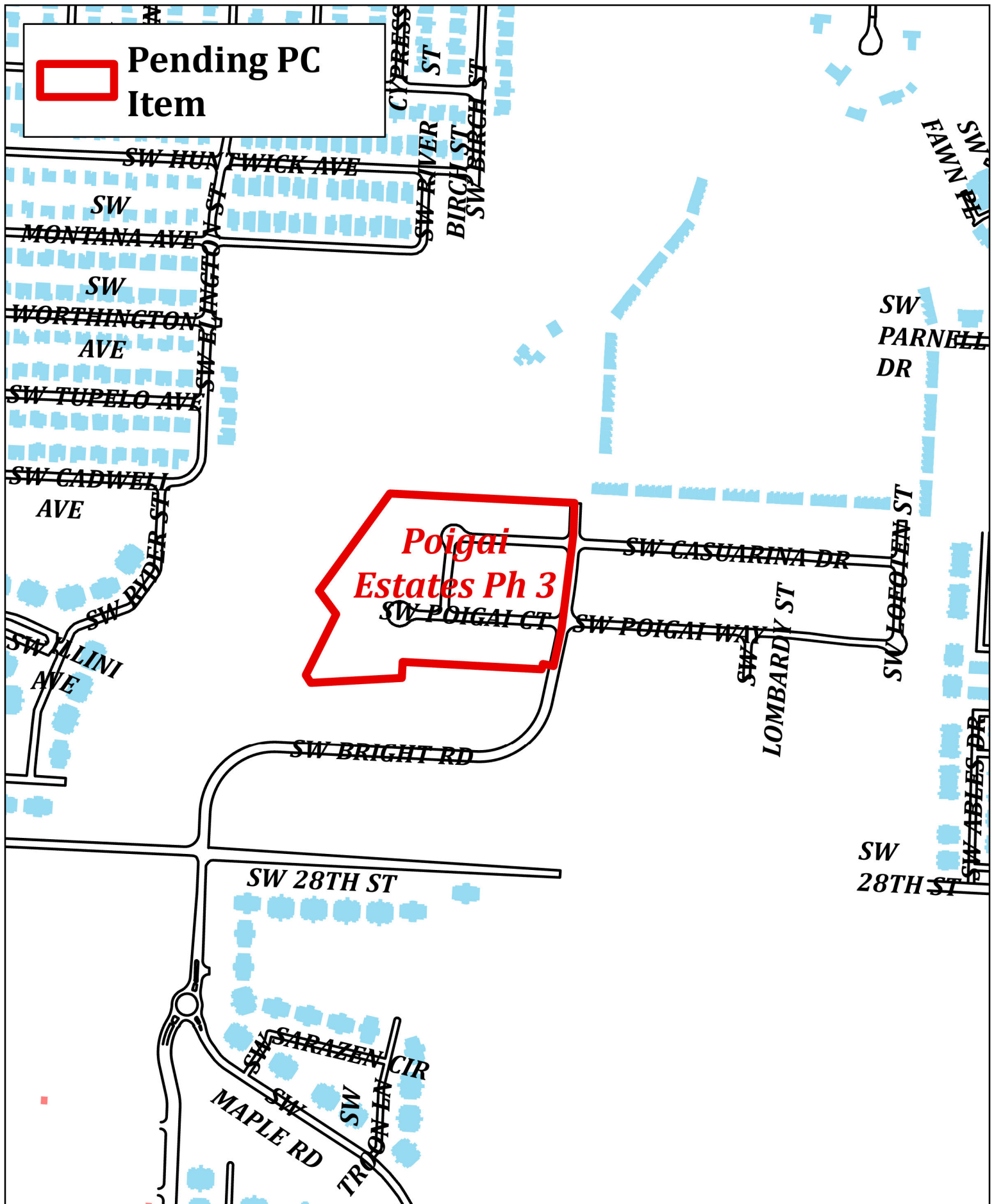
For the Planning Commission meeting on January 28, 2025

Details

Final Plat: Lots 1-25, Part of the SE ¼, SE ¼ Section 1, Township 19 North, Range 31 West, Poigai Estates Subdivision, Phase 3, Southwest Bright Road, R-2, Medium Density Two Family and Townhome Residential and R-3, Medium-High Density Multifamily Residential, *FP24-0018*

This property is located along Southwest Bright Road. It is currently zoned R-2, Medium Density Two Family and Townhome Residential and R-3, Medium-High Density Multifamily Residential. The property is surrounded by R-3, Medium-High Density Multifamily Residential zoning to the south, west, and northwest; A-1, Agricultural zoning to the north; PRD, Planned Residential Development to the northeast; and R-2, Medium Density Two Family and Townhome Residential to the east.

The plat dedicates a 20' utility easement on Lots 1-12, 14-16, 18, and 24. Additionally, the plat dedicates a 36' utility easement on Lot 12 and a 38' utility easement on Lot 18. A 20' drainage easement is dedicated on Lots 5-6, 9-10, and 14-15. There are no waivers associated with this project.



FP24-0018
Poigai Estates Ph 3
SW Poigai Ct



Drawing Name: \\A\SS\PROJ\316-01_Poigai Subdivision\Drawings\316-01_PAT PH 3 & PH 4.dwg Last Modified: Dec 13, 2024 - 8:22am Printed on: Dec 13, 2024 - 8:24am by ahs177

GENERAL NOTES:

- Basis of Bearings: Grid North, state Plane coordinate System, Arkansas North Zone (), NAD 83 (2001)(Epoch:2010.0000), based on Real time Kinematic (RTK) GNSS Observations derived from a Static GNSS Base and OPUS post-processing solution, having published values of; Latitude 36°20'43.58828" N, Longitude 94°14'07.35000" W; Convergence Angle = 1.30075"; and a Combined Scale Factor (Grid to Ground) of 1.000031611.
- Grid North Convergence: At the Southeast corner of Section 1, T19N, R31W, rotate from Grid North 01°17'37" to the left for True North.
- Vertical Datum: NAVD88 (Geoid 18). Orthometric heights and contours are derived from Terrestrial and RT Kinematic GNSS Observations derived from a Static GNSS Base and OPUS post-processing solution, having an ellipsoidal height of 1164.319 feet and a computed orthometric height of 1256.662 feet.
- Flood Information: Based upon review of NFIP FIRM, Benton County, Arkansas and Incorporated Areas, Map Number 05007C0255K, Map Revised June 5, 2012, and by graphic plotting only, the subject property lies within: Zone AE and Zone X-Other Areas, areas determined to be outside the 0.2% annual chance floodplain. Surveyor assumes no liability for the correctness of cited map.
- Title Instruments: Every recorded document reviewed and considered as a part of this survey is noted hereon. Surveyor has not made a thorough investigation or independent search for any easements or other encumbrances or facts that an accurate, complete and current title search and/or title commitment would disclose. Other documents of record, rights, or facts may exist and affect this subject property.
- There are no waivers, variances and/or conditional uses at the time of preparing this plat.
- No residential lot shall be permitted direct access to a collector, minor, or major arterial street. All residential subdivision development contiguous to a collector, minor, or major arterial street shall orient frontage to a local street, and back of the project, without access to the said major streets.

CITY OF BENTONVILLE DEVELOPMENT NOTES:

- Before any work in the right-of-way commences, contractor and or owner is to obtain right-of-way permit from the City of Bentonville Transportation Department".

- Sidewalks shall be the responsibility of the builder/owner at the time of building permit issuance.
- There may not be fences or any other structures built in any drainage or other easements.
- Setbacks shall be per the current zoning district as stated in the most recent City of Bentonville Zoning Code. For more info visit www.bentonvilleplanning.com or call the Planning Department @ 479-271-3122.
- We hereby grant to the City of Bentonville a blanket Avigation Easement over the entirety of this (Subdivision, Lot Split, Property Line Adjustment) pursuant to Municipal Code Section 401.12.
- Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer and electric service.

CONTACT INFORMATION:

- Black Hill Energy: Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, Joshua.knight@blackhillscorp.com
- AT&T: Brent Baldwin, 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.cox
- Cox Communications: Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 timothy.goss@cox.com
- Fire Dept.: City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
- Street Dept.: City of Bentonville, Daneil Clardy, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 696-0279
- Water Dept.: City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
- Electric Dept.: City of Bentonville, Charlie Barnes, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3159
- Wastewater Dept.: City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
- Planning Dept.: City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
- Building and Fire Safety: City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
- City Engineer: City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
- Stormwater: City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

REFERENCE DOCUMENTS:

- Trustee Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202050454.
- Trustee Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202050435.
- Warranty Deed to James C. Harmon recorded in Book 92, Page 25555 with the Benton County Clerk.
- Warranty Deed to "The Edna M. Harmon Revocable Trust" recorded in Warranty Deed Document No. 99046532 with the Benton County Clerk.
- Warranty Deed to Rodney D. Harmon and Jane E. Harmon recorded in Book 92, Page 25558 with the Benton County Clerk.
- Quit Claim Deed to Dennis D. Harmon and Barbara J. Harmon recorded in Deed Document No. 99106053 with the Benton County Clerk.
- Warranty Deed to Pagan Incorporation recorded in Deed Document No. L202081885 with the Benton County Clerk.
- Warranty Deed to Dennis D. Harmon and Barbra J. Harmon recorded in Deed Document No. L202081884 with the Benton County Clerk.
- Boundary Survey conducted by Copelin Land Surveying recorded in Book 2004, Page 898 with the Benton County Circuit Clerk.
- Lot Split of Jarnagan Addition conducted by Crafton Tull and Associates, Inc., recorded in Book 2017, Page 404 with the Benton County Circuit Clerk.
- Lot Split of Jarnagan Addition conducted by Copelin Land Surveying recorded, P3-865 with the Benton County Clerk.
- Replat of Jarnagan Addition conducted by Clifford W. Bass, recorded in Book 2011, Page 372 with the Benton County Circuit Clerk.
- The Links at Rainbow Curve Subdivision Plat filed 09/06/2011.
- The Trails at Rainbow Curve Subdivision Plat filed 07/27/2015.
- Little Osage Farm Subdivision Plat filed 08/15/2016.

PARENT TRACT LEGAL DESCRIPTION:

The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) and a part of the North Half (N/2) of the Southwest Quarter (SW/4) of the Southeast Quarter (SE/4), Section 1, Township 19 North, Range 31 West, Benton County, Arkansas being more particularly described as follows:

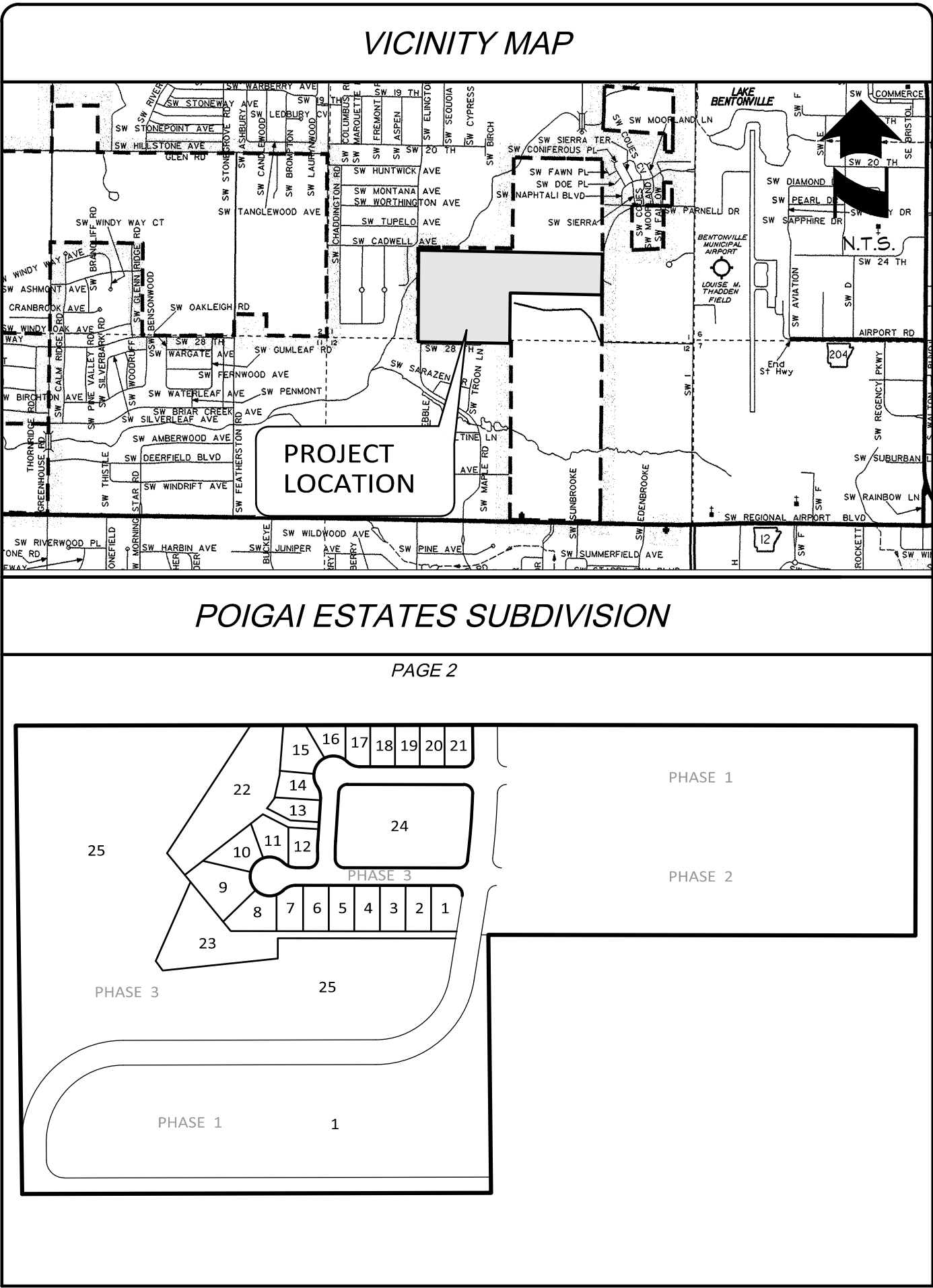
Beginning at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of said Section 1, thence along the north line thereof, South 86° 57' 12" East, 1,326.72 feet to the Northeast Corner of the Southwest Quarter of the Southeast Quarter of said Section 1; Thence South 03° 04' 53" West, 593.34 feet; Thence North 86° 57' 12" West, 1,319.27 feet to the west line of the Southwest Quarter of said Section 1; Thence South 02° 21' 43" West, 729.30 feet to the Southeast Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the south line thereof, North 87° 09' 32" West, 1,324.75 feet to the Southwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the west line of the Southeast Quarter of the Southwest Quarter of said Section 1, North 02° 09' 47" East, 1,323.51 feet to the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 1; Thence along the north line thereof, South 87° 07' 31" East, 1,329.35 feet to the Point of Beginning, containing 58.33 acres more or less, and being subject to any easements or Right's of Way of Record.

FINAL PLAT

POIGAI ESTATES SUBDIVISION

PHASE 3

Lots 1 thru 25, Part of the SE1/4, SE1/4
Section 1, Township 19 North, Range 31 West
Bentonville, Benton County, Arkansas



PHASE 3 LEGAL DESCRIPTION

COMMENCING at the Northwest Corner of the Southwest Quarter of the Southeast Quarter of Section 1, Township 19 North, Range 31 West; Thence North 87°07'31" West a distance of 38.50 feet to the POINT OF BEGINNING; Thence South 02°21'43" West a distance of 118.40 feet; Thence 327.70 feet along a curve to the right having a radius of 1961.50 feet the chord of which bears South 07°08'53" West a distance of 327.32 feet; Thence South 11°56'03" West a distance of 271.91 feet; Thence 298.66 feet along a curve to the right having a radius of 211.50 feet the chord of which bears South 52°23'15" West a distance of 274.46 feet; Thence North 87°09'32" West a distance of 712.96 feet; Thence 456.59 feet along a curve to the right having a radius of 288.50 feet the chord of which bears South 47°30'08" West a distance of 410.41 feet; Thence North 02°09'47" East a distance of 1182.12 feet; Thence South 87°07'31" East a distance of 1290.85 feet to the POINT OF BEGINNING, containing 25.87 acres more or less.

CERTIFICATE OF SURVEYING ACCURACY

I, Timothy James McColloUGH, hereby certify that this plat correctly represents a boundary survey made by me, or under my direct supervision, and boundary markers and lot corners shown hereon actually exist and their location type and material are correctly shown and all minimum requirements of the Arkansas Minimum Standards For Property Boundary Surveys and Plans have been met .



Registered Land Surveyor
Registration No. 1916
State of Arkansas

Owner/Developer
Pagan Incorporated
4502 Swinton Drive
Bentonville, AR 72712
Contact: Kalai Muniyan
Phone: (479) 381-5506
Email: arulkumaran218@gmail.com

ENGINEER
Allen Deaver, P.E.
Halff Associates, Inc.
5704 Euper Lane, Suite 200
Fort Smith, AR 72903
Phone: (479) 452-1933

SURVEYOR
Timothy James McColloUGH, L.P.S.
Halff Associates, Inc.
5704 Euper Lane, Suite 200
Fort Smith, AR 72903
Phone: (479) 452-1933

Filing Block

CERTIFICATE OF OWNERSHIP

We the undersigned, owners of the real estate shown and described herein, do hereby certify that we have laid off, platted, and subdivided and do hereby lay off, plat, subdivide said real estate in accordance with this plat and do hereby dedicate to the use of the public the streets, alleys, drives, easements, etc. as shown on said plat.

Date of Execution: _____

Signed: _____

Name & Address: Pagan Incorporated
4502 Swinton Drive
Bentonville, AR 72712

Print Name: _____

Source of Title: Deed Doc. No. L202050435
Deed Doc. No. L202050454

State Of Arkansas)
County Of Benton) SS

Sworn And Subscribed Before Me This Day ____ Of _____, 2024.

Notary Public: _____

My Commission Expires: _____

CERTIFICATE OF APPROVAL:

Pursuant to the Bentonville Land Development Regulations and all other conditions and approval having been completed, this document is hereby accepted. This Certificate is hereby executed under the authority of the said rules and regulations.

Date Of Execution: _____

Signed _____
Bentonville Planning Commission Chairman

Signed _____
Mayor, City Of Bentonville

Signed _____
City Clerk, City Of Bentonville

CITY ATLAS PAGE #446

FINAL PLAT

POIGAI ESTATES SUBDIVISION

PHASE 3

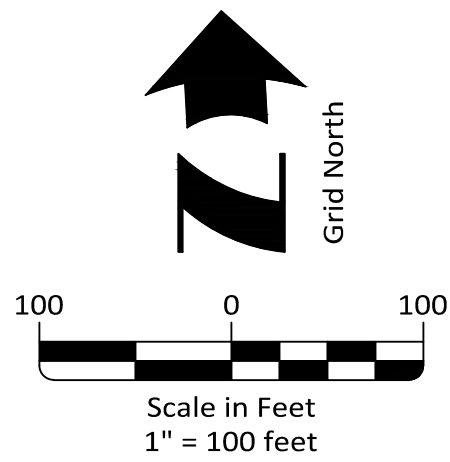
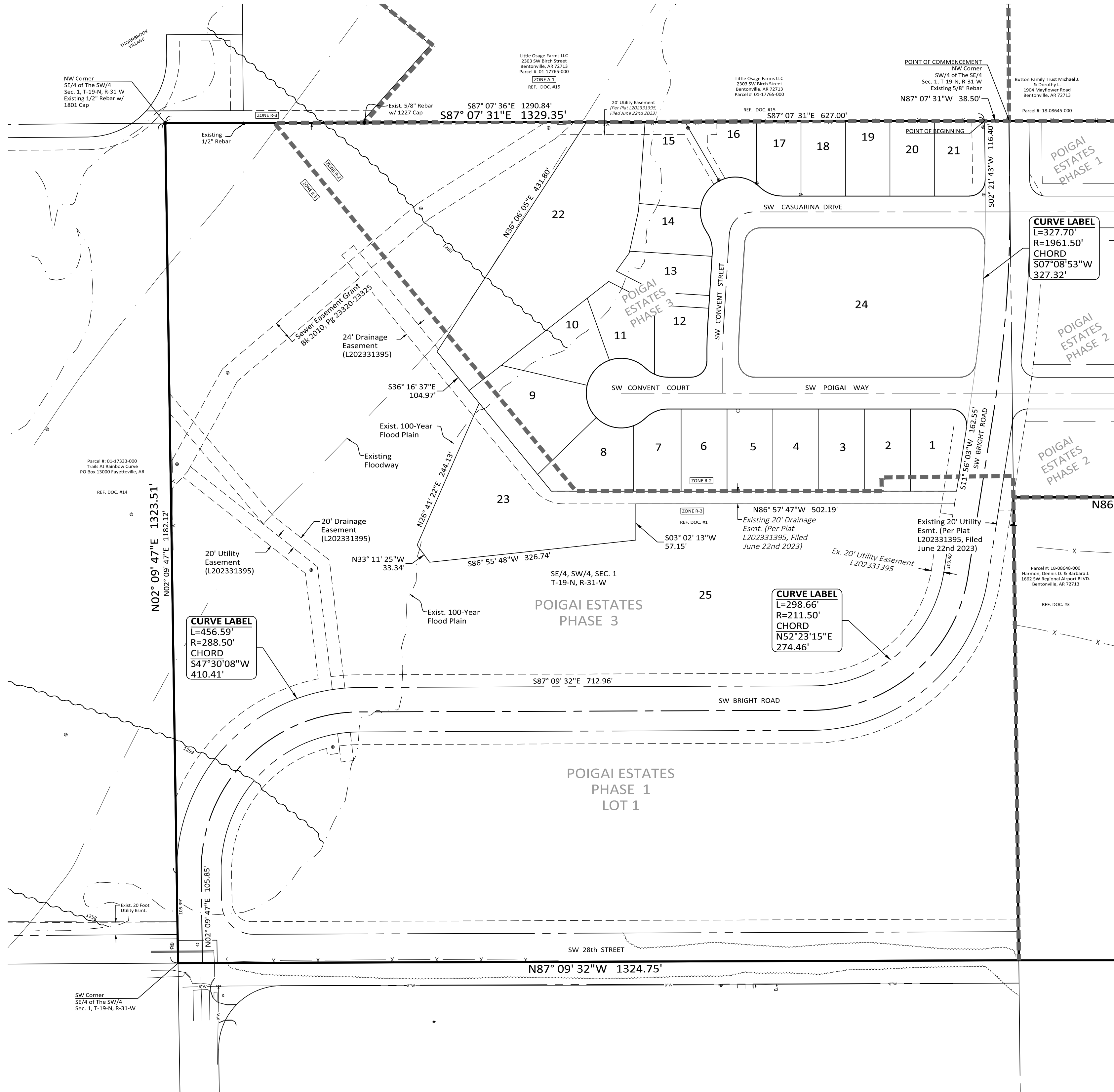
City of Bentonville Project #FP24-0018

Project No. SIG-01 City of Bentonville Project # FP24-0018	Drawn By DRC Checked By TJM
Date: 12.11.2024	Sheet 1 of 3



5704 EUPER LN., SUITE 200
FORT SMITH, ARKANSAS 72903
TEL. (479) 452-1933

Drawing Name: M:\GIS\PROJ\GIS-01 Poigai Subdivision\GIS-01 PLAT PH 3 & PH 4.dwg Last Modified: Dec 13, 2024 - 8:22am Plotted on: Dec 13, 2024 - 8:24am by ahs177



Filing Block

LEGEND

	Ex. Section Line
	Ex. Boundary Line
	Ex. Adjacent Boundary Line
	Ex. Right of Way Line
	Ex. Road Centerline
	Ex. Easement Line
	Proposed Lot Line
	Proposed Right of Way Line
	Proposed Road Centerline
	Proposed Easement Line
	Approximate Zoning Line
	Current Zoning Designation
	Ex. Rebar
	Ex. Nail
	Set 1/2" Rebar w/ PS# 1916 Cap
	Set Mag Nail w/ PS# 1916 Washer
	Set Mag Spike
	Set 1" Brass Monument
	Sanitary Sewer Manhole
	Fire Hydrant
	Water Valve



CITY ATLAS PAGE #446

FINAL PLAT

POIGAI ESTATES SUBDIVISION

PHASE 3

City of Bentonville Project #FP24-0018

Project No. SIG-01 City of Bentonville Project # FP24-0018	Drawn By DRC Checked By T.JM
Date: 12.11.2024	Sheet 2 of 3

5704 EUPER LN., SUITE 200
FORT SMITH, ARKANSAS 72903
TEL. (479) 452-1933

Drawing Name: \\A\SSS\PROJ\316-01_Poigai Subdivision\Drawings\316-01_PAT PH 3 & PH 4.dwg Last Modified: Dec 13, 2024 - 4:22am Plotted on: Dec 13, 2024 - 8:24am by ahs177

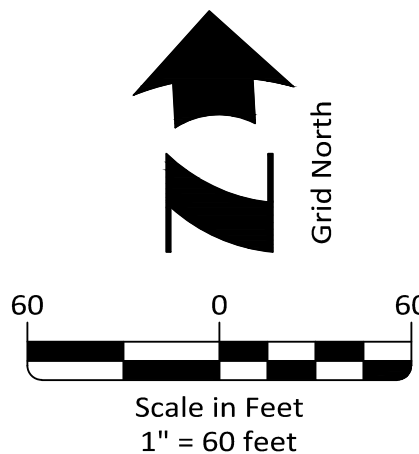
NW Corner
SE/4 of The SW/4
Sec. 1, T-19-N, R-31-W
Existing 1/2" Rebar w/
1801 Cap
N: 740375.29
E: 653933.10

Little Osage Farms LLC
2303 SW Birch Street
Bentonville, AR 72713
Parcel # 01-17765-000
[ZONE A-1]
REF. DOC. #15

Little Osage Farms LLC
2303 SW Birch Street
Bentonville, AR 72713
Parcel # 01-17765-000
[ZONE A-1]
REF. DOC. #15

POINT OF COMMENCEMENT
NW Corner
SW/4 of The SE/4
Sec. 1, T-19-N, R-31-W
Existing 5/8" Rebar
N: 740318.79
E: 655278.11

Button Family Trust Michael J.
& Dorothy L.
1904 Mayflower Road
Bentonville, AR 72713
[ZONE PRD]
Parcel #: 18-08645-000



Filing Block

Parcel #: 01-17333-000
Trails At Rainbow Curve
PO Box 13000 Fayetteville, AR
[ZONE R-3]
REF. DOC. #14

20' Utility Easement (L202331395)

Existing Floodway

Exist. 100-Year Flood Plain

POIGAI ESTATES
PHASE 3

Existing 5/8" Rebar
Parcel #: 18-08645-000
Harmon, Dennis D. & Barbara J.
1662 SW Regional Airport Blvd.
Bentonville, AR 72713
[County Property]
REF. DOC. #3

LEGEND

- | | |
|--|---------------------------------|
| | Ex. Section Line |
| | Ex. Boundary Line |
| | Ex. Adjacent Boundary Line |
| | Ex. Right of Way Line |
| | Ex. Road Centerline |
| | Ex. Easement Line |
| | Proposed Lot Line |
| | Proposed Right of Way Line |
| | Proposed Road Centerline |
| | Proposed Easement Line |
| | Approximate Zoning Line |
| | Current Zoning Designation |
| | Ex. Rebar |
| | Ex. Nail |
| | Set 1/2" Rebar w/ PS# 1916 Cap |
| | Set Mag Nail w/ PS# 1916 Washer |
| | Set Mag Spike |
| | Set 1" Brass Monument |
| | Sanitary Sewer Manhole |
| | Fire Hydrant |
| | Water Valve |

SITE NOTES:

- All sidewalks shall be installed by the timeframes set forth in 900.08 of the Street Specifications.



CITY ATLAS PAGE #446

FINAL PLAT

POIGAI ESTATES SUBDIVISION PHASE 3

City of Bentonville Project #FP24-0018

Project No. SIG-01
City of Bentonville Project # FP24-0018

Drawn By DRC
Checked By TJM

Date: 12.11.2024

Sheet 3 of 3

5704 EUPER LN., SUITE 200
FORT SMITH, ARKANSAS 72903
TEL. (479) 452-1933

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	43.15'	25.00'	98°53'50"	29.22'	N37°30'52"W, 37.99'
C2	38.76'	50.00'	44°24'55"	20.41'	S70°49'45"W, 37.80'
C3	23.03'	55.00'	23°59'43"	11.69'	N60°37'09"E, 22.87'
C4	63.51'	55.00'	66°09'46"	35.83'	S74°18'06"E, 60.04'
C5	55.00'	55.00'	57°17'57"	30.05'	S12°34'14"E, 52.74'
C6	55.00'	55.00'	57°17'57"	30.05'	S44°43'43"W, 52.74'
C7	61.51'	55.00'	64°04'26"	34.42'	N74°35'05"W, 58.35'
C8	17.02'	50.00'	19°30'10"	8.59'	S52°17'57"E, 16.94'
C9	21.74'	50.00'	24°54'45"	11.04'	S74°30'25"E, 21.57'
C10	39.27'	25.00'	90°00'00"	25.00'	N48°02'13"E, 35.36'
C11	32.56'	525.00'	3°33'11"	16.28'	S4°48'49"W, 32.55'
C12	33.53'	50.00'	38°25'26"	17.42'	N12°37'19"W, 32.91'
C13	38.25'	55.00'	39°51'06"	19.94'	S11°54'29"E, 37.49'
C14	55.23'	55.00'	57°32'24"	30.20'	S36°47'16"W, 52.94'
C15	62.50'	55.00'	65°06'18"	35.11'	N81°53'23"W, 59.19'
C16	6.52'	55.00'	6°47'22"	3.26'	N45°56'33"W, 6.51'
C17	38.76'	50.00'	44°24'55"	20.41'	S64°45'20"E, 37.80'
C18	39.56'	25.00'	90°40'30"	25.30'	N47°41'58"E, 35.56'
C19	39.97'	25.00'	91°35'59"	25.71'	N41°09'48"W, 35.85'
C20	92.18'	1961.50'	2°41'34"	46.10'	N5°58'59"E, 92.17'
C21	96.33'	1961.50'	2°48'50"	48.17'	N8°44'10"E, 96.32'
C22	36.17'	25.00'	82°53'38"	22.08'	N51°35'24"E, 33.10'
C23	39.27'	25.00'	90°00'00"	25.00'	S41°57'47"E, 35.36'
C24	29.46'	475.00'	3°33'11"	14.73'	S4°48'49"W, 29.45'
C25	37.72'	25.00'	86°26'49"	23.50'	S49°48'49"W, 34.24'
C26	314.14'	2000.00'	8°59'58"	157.40'	N6°51'42"E, 313.82'
C27	31.01'	500.00'	3°33'11"	15.51'	S4°48'49"W, 31.00'
C28	58.09'	38.50'	86°26'49"	36.18'	S49°48'49"W, 52.73'
C29	77.88'	1961.50'	2°16'29"	38.94'	N3°29'57"E, 77.87'
C30	61.32'	1961.50'	1°47'28"	30.66'	N11°02'19"E, 61.31'

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A FINAL PLAT OF LOTS 1-25, PART OF THE SE ¼,
SE ¼ SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST OF POIGAI ESTATES
SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER
PURPOSES.**

(PROJECT NUMBER: FP24-0018)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of LOTS 1-25, PART OF THE SE ¼, SE ¼ SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST OF POIGAI ESTATES SUBDIVISION to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 21, 2025;

WHEREAS, said final plat is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the final plat of LOTS 1-25, PART OF THE SE ¼, SE ¼ SECTION 1, TOWNSHIP 19 NORTH, RANGE 31 WEST OF POIGAI ESTATES SUBDIVISION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [FP24-0019](#)

For the Planning Commission meeting on January 28, 2025

Details

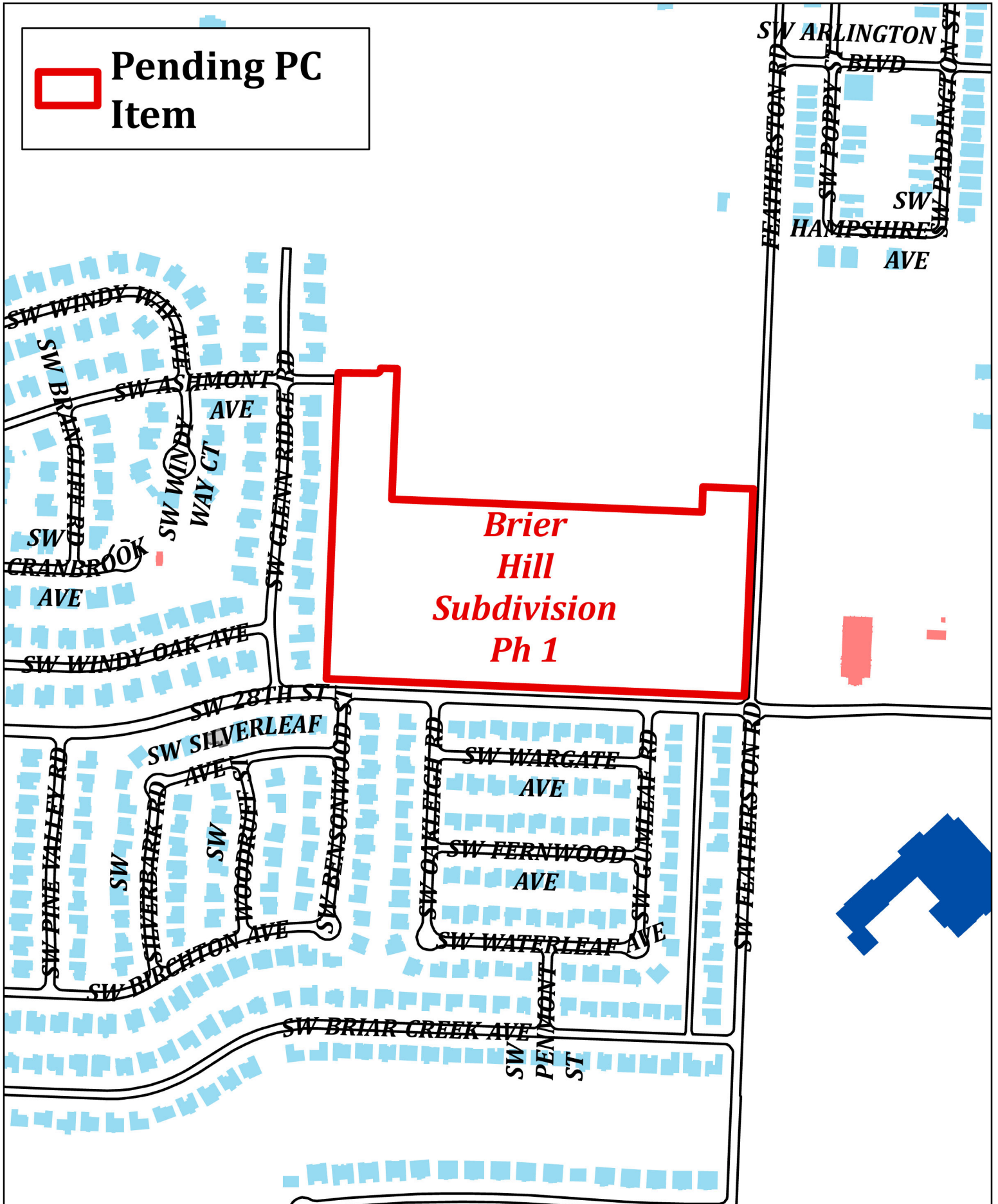
Final Plat: Lots 1-80 of Brier Hill Subdivision, Phase 1, Southwest Featherston Road and Southwest 28th Street, R-1, Low-Density Single-Family Residential and R-ZL, Zero Lot Line Residential, *FP24-0019*

This property is located along Southwest Featherston Road and Southwest 28th Street. It is currently zoned **R-1, Low-Density Single-Family Residential and R-ZL, Zero Lot Line Residential**. The property is surrounded by R-1, Low-Density Single-Family Residential to the north, south and west, and C-1, Neighborhood Commercial and R-2, Medium Density Two Family and Townhome Residential to the east. It is positioned directly northwest of Osage Creek Elementary School.

The plat dedicates various access, utility and drainage easements throughout the subdivision of varying widths and lengths to serve the newly created lots. There are no waivers associated with this project.



Pending PC
Item



FP24-0019
Brier Hill Sub Phase 1
SW 28th St



FINAL PLAT OF BRIER HILL SUBDIVISION

PHASE I

SW 28TH STREET BENTONVILLE, AR
FINAL PLAT

FLOOD CERTIFICATION

THIS ENTIRE PROPERTY IS LOCATED WITHIN FLOOD ZONE "X", OR AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, AR.

FIRM PANEL: #05007C0255K
EFFECTIVE DATE: 06/05/2012

CONTACTS

PLANNING

CITY OF BENTONVILLE
305 SW 'A' STREET
BENTONVILLE, AR 72712
TYLER OVERSTREET
PHONE: 479.271.3122

BUILDING & FIRE SAFETY

CITY OF BENTONVILLE
305 SW 'A' STREET
BENTONVILLE, AR 72712
BRAD ARNOLD
PHONE: 479.271.3108

CITY ENGINEER

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
ELLEN NORVELL
PHONE: 479.271.5993

WATER AND SEWER

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
BEAU THOMPSON
PHONE: 479.271.3140

STREET DEPARTMENT

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
DANIEL CLARDY
PHONE: 479.696.0279

WASTEWATER DEPARTMENT

CITY OF BENTONVILLE
1901 NE 'A' STREET
BENTONVILLE, AR 72712
CHRIS EARL
PHONE: 479.271.3161

STORMWATER DEPARTMENT

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
ALISON WEST
PHONE: 479.271.6719
EMAIL: jwest@bentonvillear.com

NATURAL GAS

BLACK HILLS ENERGY
1301 FEDERAL WAY
P.O. BOX 2129
LOWELL, AR 72745
JOSH KNIGHT
PHONE: 479.333.7005
EMAIL: joshua.knight@balckhillscorp.com

TELEPHONE

AT&T
1133 E. HAROLD STREET
FAYETTEVILLE, AR 72701
BRENT BALDWIN
PHONE: 479.200.9022 / 479.571.6609

ELECTRIC

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
CHARLIE BARNES
PHONE: 479.271.3159

INTERNET

COX COMMUNICATIONS
4901 S. 48TH STREET
SPRINGDALE, AR 72762
TIMOTHY GOSS
PHONE: 479.651.3583
EMAIL: timothy.goss@cox.com

FIRE DEPARTMENT

CITY OF BENTONVILLE
3200 SW MUNICIPAL DRIVE
BENTONVILLE, AR 72712
JUSTIN SCANTLIN, FIRE CHIEF
PHONE: 479.271.5927 OR 479.685.1096

ARKANSAS DEPARTMENT OF HEALTH

DIVISION OF ENGINEERING
4815 W. MARKHAM STREET
LITTLE ROCK, AR 72205
CRAIG CORDER
PHONE: 501.661.2000

OWNER / DEVELOPER

SUNRISE HOMES NWA
354 ANGEL FALLS
SPRINGDALE, AR 72762
ED BLALOCK
PHONE: 479.422.5515

CIVIL ENGINEERING CONSULTANT

MCLELLAND CONSULTING ENGINEERS
1580 E. STEARNS ST
FAYETTEVILLE, AR 72703
CHRIS BAKUNAS, PROJECT MANAGER
PHONE: 479.443.2377
EMAIL: cbankunas@mce-us.com



VICINITY MAP

December 5, 2024
MCE PROJECT NUMBER 23-2156
CITY OF BENTONVILLE PROJECT NUMBER FP24-0019

MCE McCLELLAND
DESIGNED TO SERVE CONSULTING
ENGINEERS, INC.

http://www.mce.us.com

1580 E STEARNS ST
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377

LITTLE ROCK, AR • FAYETTEVILLE, AR • FORT SMITH, AR

PARENT TRACT RECORD DESCRIPTION

ALL OF LOT 2, FEATHERSTON FARMS SUBDIVISION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON INSTRUMENT NUMBER L202007664 RECORDED AT BENTON COUNTY ARKANSAS CIRCUIT CLERKS RECORD.

PHASE I SURVEY DESCRIPTION

PART OF THE SW1/4 OF THE SE 1/4 OF SECTION 2, TOWNSHIP 19 NORTH, RANGE 31 WEST, FIFTH PRINCIPAL MERIDIAN, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 1/2-INCH REBAR AT THE NORTHEAST CORNER OF LOT 2, FEATHERSTONE FARMS SUBDIVISION TO THE CITY OF BENTONVILLE, RECORDED AS INSTRUMENT NO. L202007664 IN THE LAND RECORDS OF BENTON COUNTY; THENCE ALONG THE EAST BOUNDARY OF SAID LOT 2, S02°22'05"W 676.88 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID EAST BOUNDARY, S02°22'05"W 580.85 FEET; THENCE CONTINUING ALONG SAID EAST BOUNDARY, S03°57'45"W 54.67 FEET TO A FOUND 1/2-INCH REBAR AT THE SOUTHEAST CORNER OF SAID LOT 2, N87°38'00"W 1285.67 FEET TO A FOUND 1/2-INCH REBAR AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE WEST BOUNDARY OF SAID LOT, N02°14'37"E 940.33 FEET; THENCE DEPARTING SAID WEST BOUNDARY, S 89°12'08"E 113.96 FEET; THENCE 23.14 FEET ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 88°24'20", A RADIUS OF 15.00 FEET; AND A LONG CHORD THAT BEARS N46°35'39"E, 20.92 FEET; THENCE S88°05'46"E 50.00 FEET; THENCE S02°23'32"W 401.38 FEET; THENCE S87°37'44"E 954.99 FEET; THENCE N02°23'32"E 78.17 FEET; THENCE S87°36'28"E 155.87 FEET TO THE POINT OF BEGINNING;

CONTAINING 799,331 SQUARE FEET OR 18.35 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS, OR RESTRICTIONS OF RECORD OR FACT.

CERTIFICATE OF APPROVAL

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

DAY OF EXECUTION: / /

SIGNED: BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: MAYOR, CITY OF BENTONVILLE

SIGNED: CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF SURVEYING ACCURACY

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

DAY OF EXECUTION: / /

SIGNED: REGISTERED LAND SURVEYOR NO. _____ STATE OF ARKANSAS

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY VERIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE THE USE OF THE PUBLIC STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____

PRINT NAME: _____

SOURCE OF TITLE: D.R. _____

PAGE: _____

STATE OF ARKANSAS, COUNTY OF WASHINGTON
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME
ON THIS 16TH OF MAY, 2023

STAMP

NOTARY SIGNATURE: _____
PRINTED NAME: _____
DATE: _____
MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNERS OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY VERIFY THAT WE HAVE LAID OFF, PLATTED, AND SUBDIVIDED AND DO HEREBY LAY OFF, PLAT, SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THIS PLAT AND DO HEREBY DEDICATE THE USE OF THE PUBLIC STREETS, ALLEYS, DRIVES, EASEMENTS, ETC. AS SHOWN ON SAID PLAT.

DATE OF EXECUTION: _____

SIGNED: _____

NAME & ADDRESS: _____

PRINT NAME: _____

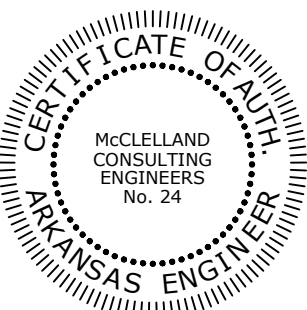
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THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME
ON THIS 16TH OF MAY, 2023

STAMP

NOTARY SIGNATURE: _____
PRINTED NAME: _____
DATE: _____
MY COMMISSION EXPIRES: _____



PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

CITY OF BENTONVILLE PROJECT NUMBER FP24-0019

GENERAL NOTES

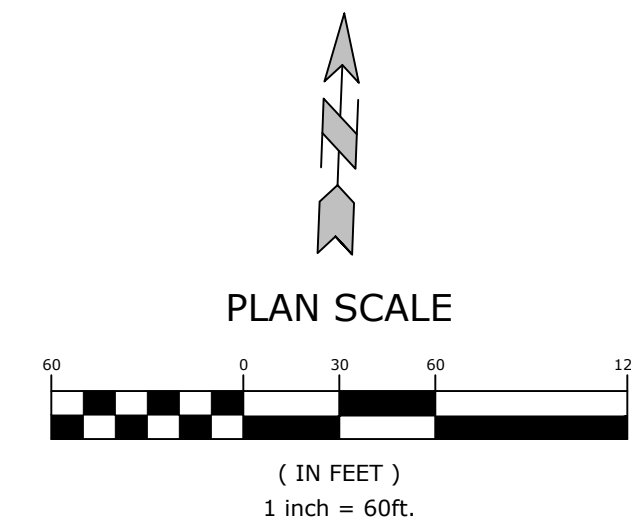
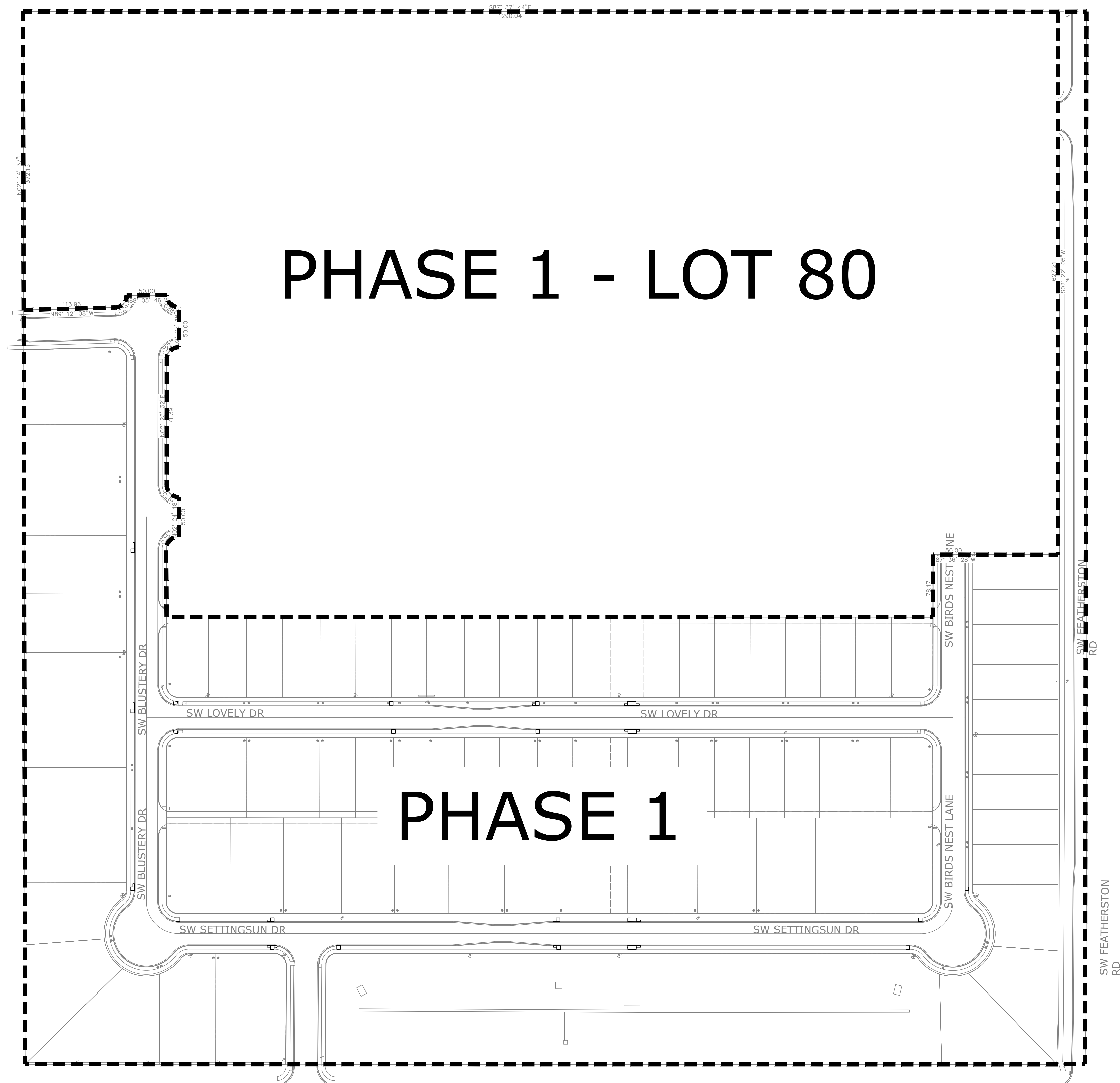
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT AT 479.271.3122.
- THIS PLAT REPRESENTS A FINAL PLAT OF BRIER HILL SUBDIVISION - PHASE 1, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS. CONSTRUCTION WILL TAKE PLACE IN 3 PHASES, WITHA TOTAL OF 218 LOTS.
- SOURCE OF TITLE INSTRUMENT L202014047.
- THIS SURVEY MEETS CURRENT "ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AND PLATS."
- BASIS OF BEARINGS: NAD83 ARKANSAS NORTH ZONE STATE PLANE COORDINATE SYSTEM REFERENCE FRAME 2011 EPOCH: 2010.0000 BY NGS OPUS SOLUTION.
- BASIS OF ELEVATION: NAVD88 (GEOID12B) BY NGS OPUS SOLUTION
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- SITE BENCHMARK IS A MAG NAIL IN CONCRETE LOCATED DIRECTLY NORTHEAST OF DRAINAGE MANHOLE OF EAST SIDE OF SW OAKLEIGH RD NEAR INTERSECTION OF SW OAKLEIGH RD AND SW 28TH ST; BASIS OF ELEVATION - NAVD88 (GEOID12B).
NORTHING=739131.44 US FT
EASTING=650253.63 US FT
ELEVATION=1253.78 US FT
- PROPOSED USE IS RESIDENTIAL: DWELLING-SINGLE-FAMILY
- NO WETLAND DELINEATION WAS FOUND AT THE TIME OF SURVEY. SURVEYOR IS UNAWARE OF ANY IN PROGRESS ARMY CORPS OF ENGINEERS DETERMINATION.
- ROW & EASEMENTS ARE AS SHOWN ON PLAT AND DEDICATED NY OWNER'S STATEMENT.
- ALL PLATTED LOTS WILL BE SERVED BY PUBLIC WATER AND PUBLIC SANITARY SEWER SYSTEMS.
- THERE ARE NO EXISTING WELLS OR SEPTIC TANKS WITHIN THE AREA BEING PLATTED.
- LOTS 2-11 AND LOTS 117-129 SHALL NOT HAVE VEHICULAR ACCESS TO SOUTHWEST FEATHERSTON ROAD.
- LOT 1 AND LOTS 63-65 SHALL NOT HAVE VEHICULAR ACCESS TO SOUTHWEST 28TH STREET.
- ZERO LOT LINE LOTS ARE REQUIRED TO BE REAR-LOADED FROM ALLEY. ZERO LOT LINE LOTS WITH NO ALLEY ARE REQUIRED TO BE FRONT-LOADED PER APPROVED DESIGN AND ARE REQUIRED TO PROVIDE MINIMUM 3' CLEARANCE BETWEEN PROPOSED DRIVEWAYS AND TRANSFORMERS.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- FINISH FLOOR ELEVATIONS (FFE), WHERE SHOWN, ARE THE MINIMUM REQUIRED.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.



REVISIONS		
REV	DATE	DESCRIPTION

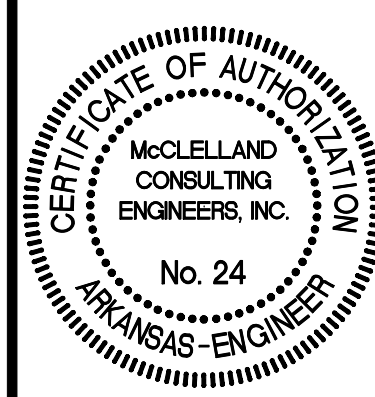
PHASE 1 - LOT 80

PHASE 1



EXISTING LEGEND

—	PROPERTY LINE		POWER POLE
R/W	RIGHT OF WAY		GUY WIRE W/ ANCHOR
SS	SANITARY SEWER LINE		GAS METER
W	WATER LINE		GAS RISER
UGT	GAS LINE		STREET LIGHT POLE
UGT	UNDERGROUND TELEPHONE		TELEPHONE PEDESTAL
UGE	UNDERGROUND ELECTRIC		CABLE TV PEDESTAL
UGTV	UNDERGROUND TELEVISION		CABLE VAULT
UFO	UNDERGROUND FIBER		ELECTRIC VAULT
X	OVERHEAD ELECTRIC		FIBER VAULT
X	FENCE		GAS VAULT
	ROAD CENTERLINE		TELEPHONE VAULT
	DITCH FLOWLINE		WATER VAULT
	EASEMENT LINE		SIGN (AS NOTED)
	GRAVEL LINE		POST (AS NOTED)
	FIRE HYDRANT		BENCHMARK
	WATER METER		FOUND IRON PIN (AS NOTED)
	WATER VALVE		CONTROL POINT
	WATER STREET		RR SPIKE
	SANITARY SEWER MH		BUSH
	CLEAN-OUT		DECIDUOUS TREE
	DRAINAGE MH		CONIFEROUS TREE
E.E.	ACCESS EASEMENT		
D.E.	DRAINAGE EASEMENT		
U.E.	UTILITY EASEMENT		



FINAL PLAT OF
BRIER HILL SUBDIVISION PHASE I
SW 28TH STREET
BENTONVILLE, AR

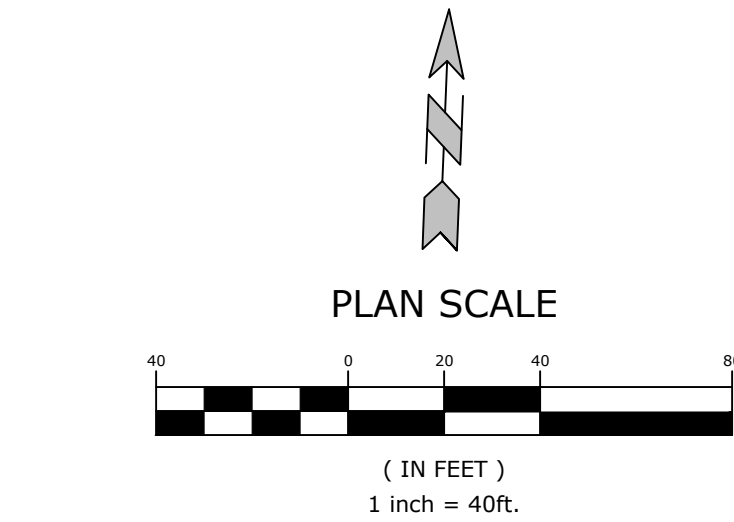
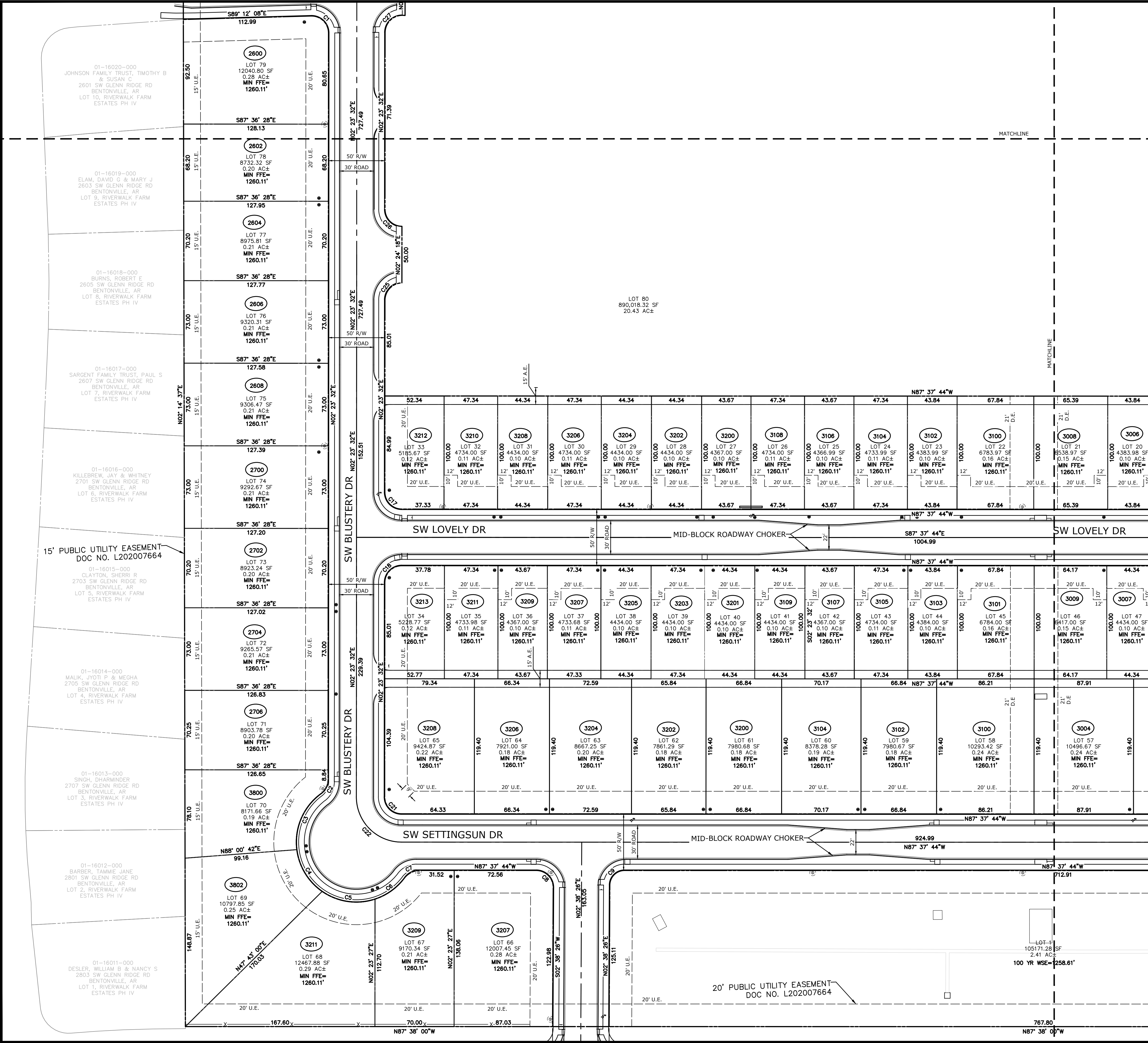
REVISIONS	
REV	DESCRIPTION

FINAL PLAT

PROJ. MANAGER CMB	DRAWN BY: JCM
DATE: 12/3/24	REVISION: FINAL PLAT
SCALE: AS NOTED	PROJ. NUMBER: FP24-0019

1 OF 5





EXISTING LEGEND

- PROPERTY LINE
- R/W RIGHT OF WAY
- SS SANITARY SEWER LINE
- W WATER LINE
- GAS GAS LINE
- UGT UNDERGROUND TELEPHONE
- UGE UNDERGROUND ELECTRIC
- UGTV UNDERGROUND TELEVISION
- UFO UNDERGROUND FIBER
- OHE OVERHEAD ELECTRIC
- FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- ACCESS EASEMENT
- DRAINAGE EASEMENT
- UTILITY EASEMENT
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- ELECTRIC VAULT
- FIBER VAULT
- GAS VAULT
- TELEPHONE VAULT
- WATER VAULT
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- DECIDUOUS TREE
- CONIFEROUS TREE

Curve Table: Roadway Centerline					
CURVE #	DELTA	RADIUS	ARC LENGTH	TANGENT LENGTH	CHORD DIRECTION
C1	091.59	15.00	23.98	15.42'	S43° 24' 18"E
C2	053.97	15.00	14.13	7.64'	S29° 22' 34"W
C3	061.22	53.00	56.63	31.36'	S25° 44' 58"W
C4	048.07	53.00	44.47	23.64'	S28° 53' 46"E
C5	052.85	53.00	48.89	26.34'	S79° 21' 24"E
C6	035.81	53.00	33.13	17.13'	N56° 18' 37"E
C7	054.01	15.00	14.14	7.64'	N65° 24' 31"E
C8	090.22	15.01	23.63	15.06'	S42° 29' 39"E
C9	089.73	13.00	20.36	12.94'	N47° 30' 21"E
C10	053.97	15.00	14.13	7.64'	S60° 38' 41"E
C11	035.93	53.00	33.23	17.18'	S51° 37' 24"E
C12	039.76	53.00	36.78	19.17'	S89° 28' 03"E
C13	051.13	53.00	47.29	25.35'	N45° 05' 13"E
C14	071.10	53.00	65.77	37.87'	N16° 01' 35"W
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C21	090.02	15.00	23.57	15.01'	N42° 37' 07"W

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C28	098.13	15.33	26.26	17.67'	N47° 14' 56"W
C29	088.40	15.00	23.14	14.59'	S46° 35' 39"W

GENERAL SITE PLAN NOTES

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



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FAYETTEVILLE, AR 72703
(479) 443-2377
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McLELLAND CONSULTING ENGINEERS, INC.
No. 24
Arkansas Engineer

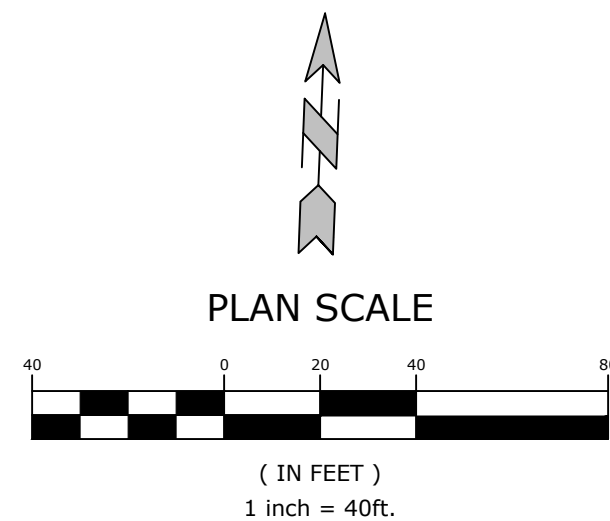
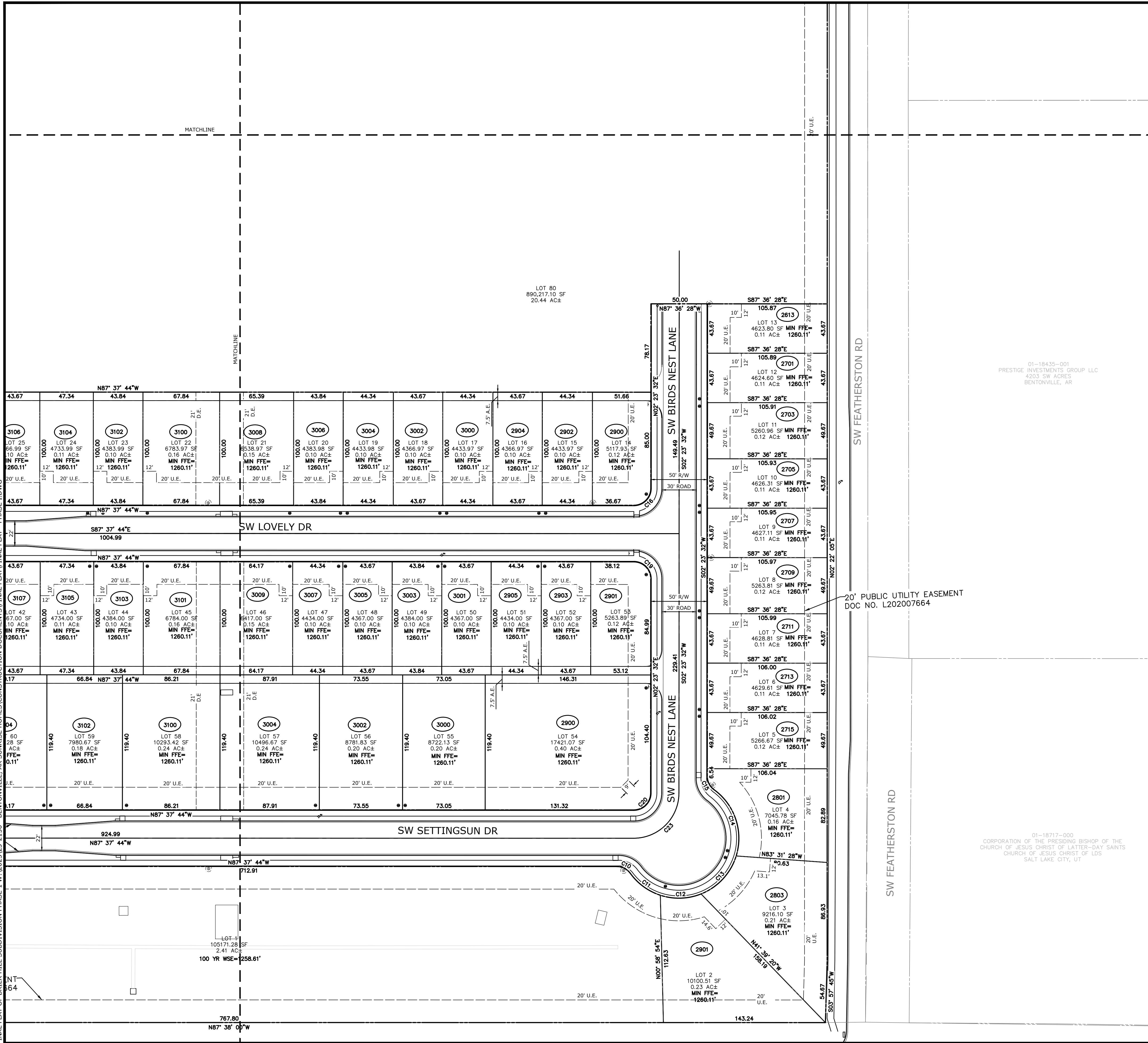
**FINAL PLAT OF
BRIER HILL SUBDIVISION PHASE I**
SW 28TH STREET
BENTONVILLE, AR

REV	DATE	DESCRIPTION

FINAL PLAT

PROJ. MANAGER CMB	DRAWN BY: JCM
DATE: 12/3/24	REVISION: FINAL PLAT
SCALE: AS NOTED	PROJ. NUMBER: FP24-0019

2 OF 5



EXISTING LEGEND

=====	PROPERTY LINE		POWER POLE
R/W	RIGHT OF WAY		GUY WIRE w/ ANCHOR
SS	SANITARY SEWER LINE		GAS RISER
W	WATER LINE		STREET LIGHT POLE
GS	GAS LINE		TELEPHONE PEDESTAL
UGT	UNDERGROUND TELEPHONE		CABLE TV PEDESTAL
UGE	UNDERGROUND ELECTRIC		CABLE VAULT
UGTV	UNDERGROUND TELEVISION		ELECTRIC VAULT
UGF	UNDERGROUND FIBER		FIBER VAULT
OHE	OVERHEAD ELECTRIC		GAS VAULT
X --- X	FENCE		TELEPHONE VAULT
	ROAD CENTERLINE		WATER VAULT
----->	DITCH FLOWLINE		SIGN (AS NOTED)
EASEMENT LINE			POST (AS NOTED)
	GRAVEL LINE		BENCHMARK
	FIRE HYDRANT		FOUND IRON PIN (AS NOTED)
	WATER METER		CONTROL POINT
	WATER VALVE		RR SPIKE
	WATER FAUCET		BUSH
	SANITARY SEWER MH		DECIDUOUS TREE
	CLEAN-OUT		CONIFEROUS TREE
	DRAINAGE MH		
	ACCESS EASEMENT		
D.E.	DRAINAGE EASEMENT		
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C12	039.76	53.00	36.78	19.17'	S89° 28' 03"E
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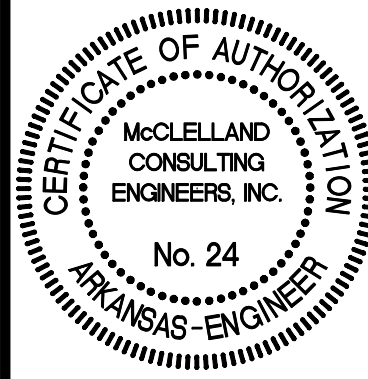
GENERAL SITE PLAN NOTES

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



**Know what's below.
Call before you dig.**

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CONSULTING
ENGINEERS, INC.**
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(479) 443-2377
[HTTP://WWW.MCE.US.COM](http://www.mce.us.com)



FINAL PLAT OF
BRIER HILL SUBDIVISION PHASE I
SW 28TH ST
BENTONVILLE, AR

REVISIONS		
REV	DATE	DESCRIPTION

FINAL PLAT

PROJ. MANAGER CMB	DRAWN BY: JCM
DATE: 12/3/24	REVISION: FINAL PLAT
SCALE: AS NOTED	PROJ. NUMBER: FP24-0019

3 OF 5

FINAL PLAT OF BRIER HILL SUBDIVISION PHASE I W/ 2023/23-2156 - BENTONVILLE, AR SUNRISE HOMES CONSTRUCTION DOCUMENTS FINAL PLAT - PHASE I DWG

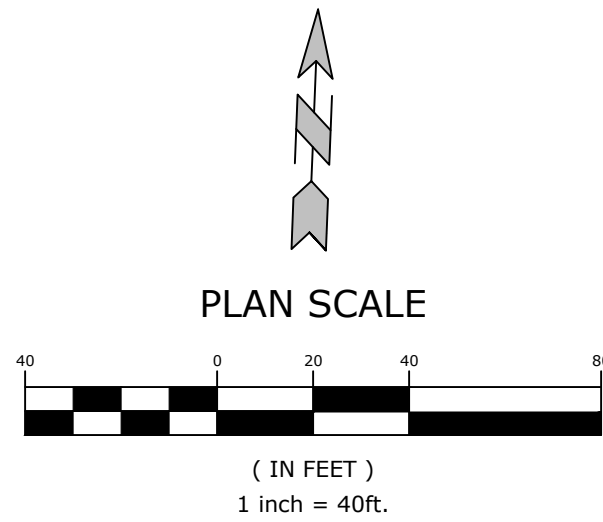
18-08678-002
FEATHERSTON FARMS LIMITED PARTNERSHIP
GLEN RD
02-19-31-RURAL

15-18968-000
FEATHERSTON FARMS LIMITED PARTNERSHIP
SW FEATHERSTON RD & GLEN RD
LOT 1, FEATHERSTON FARMS SUBDIVISION

PARENT TRACT
01-18922-000
SUNRISE RESIDENTIAL CONSTRUCTION, INC.
SW FEATHERSTON RD
LOT 2, FEATHERSTON FARMS SUBDIVISION
INSTRUMENT NO. L202007664
1,691,176 SQ FT
38.82 AC

15' PUBLIC UTILITY EASEMENT
DOC NO. L202007664

S87° 37' 44"E
1290.04



EXISTING LEGEND

---	PROPERTY LINE	⬮	POWER POLE
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---	ROAD CENTERLINE	⬮	TELEPHONE VAULT
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---	EASEMENT LINE	⬮	SIGN (AS NOTED)
---	GRAVEL LINE	⬮	POST (AS NOTED)
⬮	FIRE HYDRANT	⬮	BENCHMARK
⬮	WATER METER	⬮	FOUND IRON PIN (AS NOTED)
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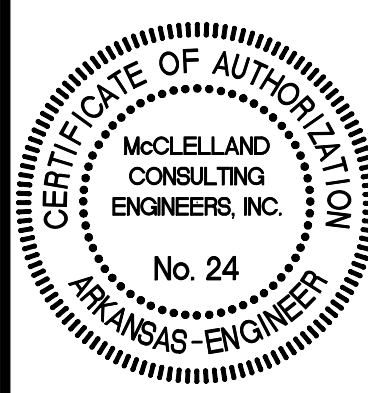
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FINAL PLAT OF
BRIER HILL SUBDIVISION PHASE I
SW 28TH ST
BENTONVILLE, AR

REVISIONS		DESCRIPTION	
REV	DATE		

FINAL PLAT

PRD. MANAGER CMB	DRAWN BY: JCM
DATE: 12/3/24	REVISION: FINAL PLAT
SCALE: AS NOTED	PROJ. NUMBER: FP24-0019

4 OF 5

ORDINANCE NO. _____

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

(PROJECT NUMBER: FP24-0019)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the final plat of BRIER HILL SUBDIVISION, PHASE 1 to the City of Bentonville, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 21, 2025;

WHEREAS, said final plat is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the final plat of BRIER HILL SUBDIVISION, PHASE 1 to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said final plat by certifying said acceptance on the approved final plat;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [LS24-0032](#)

For the Planning Commission meeting on January 28, 2025

Details

Lot Split: Existing Lot 11A, Block 3 of W.A. Burk's Addition creating Lots 25, 26 and 27, Block 3 of W.A. Burk's Addition, Northwest A Street. R-2, Medium Density Two Family and Townhome Residential, LS24-0032

A Lot Split of Lot 11A, Block 3 of W.A. Burk's Addition creating new Lots 25, 26 and 27, Block 3 of W.A. Burk's Addition. Per the current Master Street Plan, the plat is dedicating 2,257 sq. ft. of right-of way along Northwest A Street. BY separate documents, a 12 foot wide private access easement was dedicated to provide access to each of the new lots from Northwest A Street and a 15 foot wide utility easement was dedicated to provide utilities to each of the new lots.

 **PENDING PC Items**

NW A ST

11A
W.A. Burk's
Addition
Lot 11A

NE TIGER BLVD

TIGER BLVD



LS24-0032
W.A. Burk's Lot 11A
Lot Split



Surveyor:
Sand Creek Engineering
and Land Surveying
1610 NW 12th St.
Bentonville, AR 72712
(479)-464-9282

LOT SPLIT OF 11A, BLOCK 3 CREATING NEW LOTS 25, 26 & 27, BLOCK 3 OF W.A. BURK'S ADDITION BENTONVILLE, ARKANSAS

CLIENT: BLACK APPLE CREEK, LLC
LUKE JENKINS
13246 LOGANBERRY LN, BENTONVILLE, AR 72712
(715)220-3639
LUKE@ABOVE8CAPITAL.COM

ATLAS PAGE #319

DEED DESCRIPTION (PARENT TRACT):

PER DEED INSTRUMENT L202423869
PARCEL ID NUMBER: 01-04532-000

LOT 11A OF W.A. BURK'S ADDITION, TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN ON PLAT RECORD BOOK "20" AT PAGE 7.
SUBJECT TO EXISTING EASEMENT, MINERAL RESERVATIONS, CONVEYANCES AND/OR LEASES, AND COVENANTS AND RESTRICTIONS OF RECORD.

SURVEY DESCRIPTION FOR LOT 25:

BEING A PART OF THE LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, IN BENTON COUNTY, ARKANSAS AND BEEN MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT A FOUND 5/8" REBAR w/CAP 992 AND BEING THE NE CORNER OF LOT 1A, BLOCK 3 OF PLAT 20 PG 7 RECORDED IN BENTON COUNTY CIRCUIT CLERK OFFICE; THENCE S02°27'47"W 130.01 FEET TO A FOUND 5/8" REBAR w/CAP 1642 FOR THE POINT OF BEGINNING; THENCE S02°27'47"W 55.75 FEET TO A SET 5/8 REBAR w/CAP 1636; THENCE N86°57'36"W 150.28 FEET TO A SET 5/8 REBAR w/CAP 1636; THENCE N02°29'07"E 55.75 FEET TO SET 5/8 REBAR w/CAP 1636; THENCE S86°57'36"E 150.26 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES MORE OR LESS.

SUBJECT TO RIGHT-OF-WAY, EASEMENT AND RESTRICTION OF RECORDS, IF ANY.

SURVEY DESCRIPTION FOR LOT 26:

BEING A PART OF THE LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, IN BENTON COUNTY, ARKANSAS AND BEEN MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT A FOUND 5/8" REBAR w/CAP 992 AND BEING THE NE CORNER OF LOT 1A, BLOCK 3 OF PLAT 20 PG 7 RECORDED IN BENTON COUNTY CIRCUIT CLERK OFFICE; THENCE S02°27'47"W 185.76 FEET TO A SET 5/8" REBAR w/CAP 1636 FOR THE POINT OF BEGINNING; THENCE S02°27'47"W 55.75 FEET TO A SET 5/8 REBAR w/CAP 1636; THENCE N86°57'36"W 150.30 FEET TO A SET MAG NAIL; THENCE N02°29'07"E 55.75 FEET TO SET 5/8 REBAR w/CAP 1636; THENCE S86°57'36"E 150.28 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES MORE OR LESS.

SUBJECT TO RIGHT-OF-WAY, EASEMENT AND RESTRICTION OF RECORDS, IF ANY.

SURVEY DESCRIPTION FOR LOT 27:

BEING A PART OF THE LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, IN BENTON COUNTY, ARKANSAS AND BEEN MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING ON A FOUND 5/8" REBAR w/CAP 992 AND BEING THE NE CORNER OF LOT 1A, BLOCK 3 OF PLAT 20 PG 7 RECORDED IN BENTON COUNTY CIRCUIT CLERK OFFICE; THENCE S02°27'47"W 241.50 FEET TO A SET 5/8" REBAR w/CAP 1636 FOR THE POINT OF BEGINNING; THENCE S02°27'47"W 55.75 FEET TO A SET 5/8 REBAR w/CAP 1636; THENCE N86°57'36"W 150.33 FEET TO A SET 5/8 REBAR w/CAP 1636; THENCE N02°29'07"E 55.75 FEET TO SET MAG NAIL; THENCE S86°57'36"E 150.30 FEET TO THE POINT OF BEGINNING, CONTAINING 0.19 ACRES MORE OR LESS.

SUBJECT TO RIGHT-OF-WAY, EASEMENT AND RESTRICTION OF RECORDS, IF ANY.

SURVEY DESCRIPTION RIGHT OF WAY DEDICATION:

Being a Part of Lot 11A, Block 3 of W.A. Burk's Addition to the City of Bentonville, in Benton County, Arkansas, as shown in Plat Book 20 at Page 7 and being more particularly described as follows:

Commencing on a Found 5/8" Rebar w/Cap 992 and being the NE Corner of Lot 1A, Block 3 of Plat Book 20 Page 7; Thence S02°27'47"W 130.01 feet to a Found 5/8" Rebar w/Cap 1642 at the NE Corner of said Lot 11A; Thence N86°57'36"W 134.65 feet to a Set 5/8" Rebar w/Cap AR1636 for the Point of Beginning; Thence S03°54'08"W 55.75 feet to a Set 5/8" Rebar w/Cap AR1636; Thence S03°54'37"W 55.75 feet to a Set 5/8" Rebar w/Cap AR1636; Thence S04°08'24"W 55.75 feet to Set 5/8" Rebar w/Cap AR1636; Thence N86°57'36"W 11.23 feet to the SW Corner of said Lot 11A, Block 3 of said Plat 20 Pg 7; Thence N02°29'07"E 167.24 feet to the NW Corner of said Lot 11A; Thence S86°57'36"E 15.61 feet to the Point Of Beginning, containing 2,257 Sq.Ft. or 0.05 Acres, more or less.

CERTIFICATE OF APPROVAL:

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

SIGNED: _____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED: _____
MAYOR CITY OF BENTONVILLE

SIGNED: _____
CITY CLERK, CITY OF BENTONVILLE



SAND CREEK
Engineering and Land Surveying
Bentonville, Arkansas (479) 464-9282

CERTIFICATE OF OWNERSHIP:

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

DATE OF EXECUTION: _____

SIGNED: _____

NAME AND ADDRESS: _____

PRINT NAME: _____

SURVEY NOTES:

- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON.
- THIS PLAT REPRESENTS A LOT SPLIT OF THE PARCEL RECORDED ON INSTRUMENT NO. L202423869 AT THE CIRCUIT CLERK OFFICE IN BENTON COUNTY, ARKANSAS.
- RECORD BEARINGS AND DISTANCES SHOWN IN THIS PLAT ARE BASED ON PLAT 20 PG 7.
- THE FIELD SURVEY WAS PERFORMED BY SAND CREEK ENGINEERING ON MAY 23rd OF 2024.
- NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY AND IS NOT TRANSFERABLE TO ANY ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED NOR CONSIDERED A PART OF THIS SURVEY.
- THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON SUCH ABOVE GROUND STRUCTURES AS WERE VISIBLE AT THE TIME OF SURVEY, AND/OR FROM RECORD DRAWINGS PROVIDED TO THE SURVEYOR. THE LOCATION OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE UNDERGROUND UTILITIES/STRUCTURES.
- NO ATTEMPT HAS BEEN MADE AS A PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR FACILITIES.
- FLOOD ZONED INFORMATION SHOWN ON THIS MAP WAS TAKEN FROM THE FEMA'S NATIONAL FLOOD HAZARD LAYER VIEWER. <https://hazards-fema.maps.arcgis.com/home/index.html>
- THIS PROPERTY IS ZONED R-2 (MEDIUM DENSITY TWO FAMILY AND TOWNHOME). SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
- NO ATTEMPT WAS MADE TO SHOW BUILDING SETBACK LINES GRAPHICALLY ON THE SURVEY. SETBACK DIMENSIONS ARE BASED ON THE ORIENTATION OF THE BUILDING(S) TO BE CONSTRUCTED.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- OWNER/DEVELOPER SHALL COORDINATE WITH LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- OWNER TO CONTACT NEW ELECTRIC SERVICE COORDINATOR (479-271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIALS TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
- THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- THERE MY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

STATE OF ARKANSAS
COUNTY OF BENTON
SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATE:

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

DATE OF EXECUTION: _____

GRANT E. NEVILL
REGISTERED LAND SURVEYOR
STATE OF ARKANSAS
REGISTRATION NO. 1636



C.O.B. PROJECT NO.
LS24-0032

DATE: 12/30/2024
SHEET: 1 OF 2
SC JOB #: 24010

State Filing Code:
500-20N-30W-0-19-220-04-1636

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION CREATING NEW LOTS 25, 26, AND 27, BLOCK 3 OF W.A. BURK'S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS24-0032)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION creating new LOTS 25, 26, AND 27, BLOCK 3 OF W.A. BURK'S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 21, 2025;

WHEREAS, said lot split is attached hereto as Exhibit "A";

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

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

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

Section 1: That the lot split of LOT 11A, BLOCK 3 OF W.A. BURK'S ADDITION creating new LOTS 25, 26, AND 27, BLOCK 3 OF W.A. BURK'S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this ____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Consent Agenda Item [LS24-0054](#)

For the Planning Commission meeting on January 28, 2025

Details

Lot Split: Existing Lot 5 of McAndrew & Jackson Addition creating New Lots 45 & 46 of McAndrew & Jackson Addition, 704 Northwest 7th Street, DN-1, Downtown Low Density, *LS24-0054*

A lot split of existing Lot 5 of McAndrew & Jackson Addition creating New Lots 45 and 46 of McAndrew & Jackson Addition. The plat is dedicating additional right-of-way per the requirements of the Master Street Plan along Northwest 7th Street.



**Pending PC
Item**

NW F S

NW 8TH ST

BELLA VISTA RD

NW 7TH ST

*NW
BIKE CT*



LS24-0054
Lot 5, McAndrew & Jackson Addition
704 NW 7TH ST

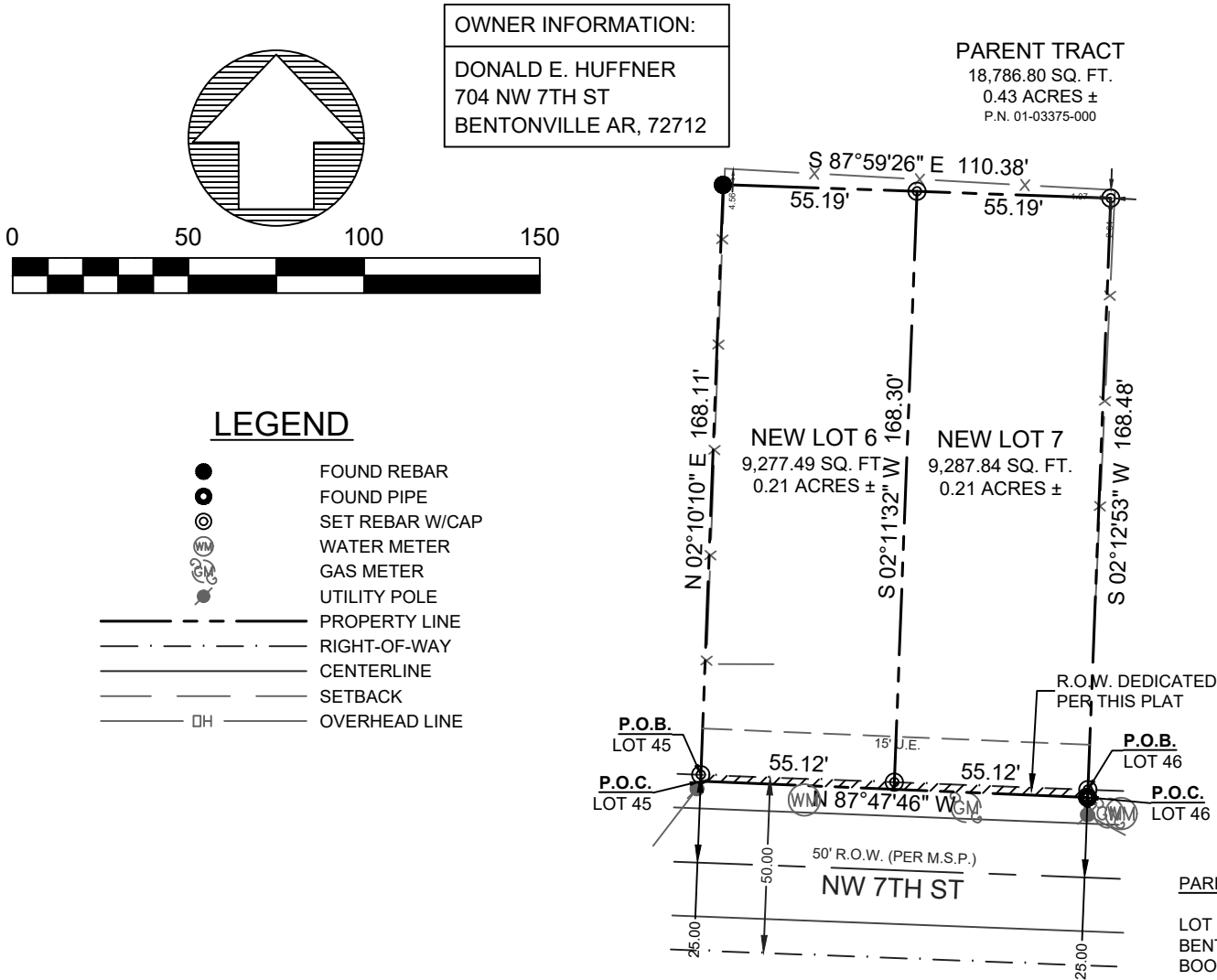


NEW LOT 45:

LOT 45, MCANDREW & JACKSON ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 5, MCANDREW & JACKSON ADDITION, THENCE N 02°10'10" E A DISTANCE OF 1.81 FEET TO THE POINT OF BEGINNING, THENCE N 02°10'10" E A DISTANCE OF 168.11 FEET; THENCE S 87°59'26" E A DISTANCE OF 55.19 FEET; THENCE S 02°11'32" W A DISTANCE OF 168.30 FEET; THENCE N 87°47'46" W A DISTANCE OF 55.12 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 9277.49 SQUARE FEET, OR 0.213 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.

NEW LOT 46:

LOT 46, MCANDREW AND JACKSON ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 5, MCANDREW & JACKSON ADDITION, THENCE N 02°12'53" E A DISTANCE OF 2.21 FEET TO THE POINT OF BEGINNING; THENCE N 87°47'46" W A DISTANCE OF 55.12 FEET; THENCE N 02°11'32" E A DISTANCE OF 168.30 FEET; THENCE S 87°59'26" E A DISTANCE OF 55.19 FEET; THENCE S 02°12'53" W A DISTANCE OF 168.48 FEET TO THE POINT OF BEGINNING, WITH AN AREA OF 9287.84 SQUARE FEET, OR 0.213 ACRES, MORE OR LESS, AND SUBJECT TO ALL RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD OR FACT.



UTILITY CONTACT INFORMATION:

- a. **Black Hill Energy:** Josh Knight, 1301 Federal Way, PO Box 2129, Lowell, AR 72745, (479) 721-4543, Joshua.knight@blackhillscorp.com
- b. **AT&T: Brent Baldwin,** 1133 E. Harold St., Fayetteville, AR 72701, (479) 200-9022 or (479) 571-6609, bb6585@att.com
- c. **Cox Communications:** Timothy Goss, 4901 S. 48th Street, Springdale, AR 72762, (479) 651-5583 timothy.goss@cox.com
- d. **Fire Dept.:** City of Bentonville, Justin Scantlin, Fire Chief, 800 SW A Street, Bentonville, AR 72712, (479) 271-5927 or (479) 685-1096
- e. **Street Dept.:** City of Bentonville, Tony Davis, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3130
- f. **Water Dept.:** City of Bentonville, Beau Thompson, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3140
- g. **Electric Dept.:** City of Bentonville, Charlie Barnes, 3200 SW Municipal Drive, Bentonville, AR 72712, (479) 271-3159
- h. **Wastewater Dept.:** City of Bentonville, Chris Earl, 1901 NE A Street, Bentonville, AR 72712, (479) 271-3161
- i. **Planning Dept.:** City of Bentonville, Tyler Overstreet, 305 SW A Street, Bentonville, AR, (479) 271-3122
- j. **Building and Fire Safety:** City of Bentonville, Brad Arnold, 305 SW A Street, Bentonville, AR, (479) 271-3108
- k. **City Engineer:** City of Bentonville, Ellen Norvell, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-5993
- l. **Stormwater:** City of Bentonville, Alison West, 3200 SW Municipal Drive, Bentonville, AR, (479) 271-6719, jwest@bentonvillear.com

CERTIFICATE OF OWNERSHIP AND DEDICATION:

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

DATE OF EXECUTION: _____

PRINT NAME: _____

SIGNATURE: _____

STATE OF ARKANSAS, COUNTY OF BENTON, SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20__.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

CERTIFICATE OF APPROVAL:

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

DATE OF EXECUTION: _____

SIGNED _____
PLANNING COMMISSION CHAIRPERSON

DATE OF EXECUTION: _____

SIGNED _____
MAYOR, CITY OF BENTONVILLE

SIGNED _____
CITY CLERK, CITY OF BENTONVILLE

PARENT TRACT DESCRIPTION:

LOT 5, MCANDREW & JACKSON ADDITION, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS AS SHOWN IN BOOK A, PAGE 30 OF THE BENTON COUNTY RECORDS.

FLOOD CERTIFICATION:

I CERTIFY THAT I HAVE EXAMINED THE OFFICIAL FLOOD INSURANCE HAZARD RATE MAP PANEL NO. 05007C0090J (EFFECTIVE DATE 09/28/2007) AND FOUND IN THE DESCRIBED PROPERTY HEREON LIES IN ZONE "X", AN AREA HAVING NO SPECIAL FLOOD HAZARDS.

CERTIFICATE OF SURVEY ACCURACY:

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

DATE OF EXECUTION _____

SIGNED: _____
REGISTERED LAND SURVEYOR
NO. 1370
STATE OF ARKANSAS

NOTES:

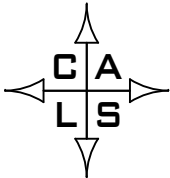
- EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS, AND ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE.
- DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- THIS SURVEY IS VALID ONLY IF THE DRAWING INCLUDES THE SEAL AND SIGNATURE OF THE SURVEYOR.
- SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFORMATION VISIT <http://www.bentonvilleplanning.com/> OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
- THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION, ATLAS MAPS AS MAY BE AVAILABLE FROM MUNICIPALITIES OR UTILITY COMPANIES, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES STATE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE OR TITLE COMMITMENT WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PARCEL.
- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP, TITLE EVIDENCE, OR ANY OTHER FACTS WHICH AN ACCURATE AND CURRENT TITLE COMMITMENT MAY DISCLOSE.
- THIS SURVEY DOES NOT PROVIDE SURVEY CONTROL FOR FUTURE CONSTRUCTION.
- FLOOD ZONES SHOWN BY GRAPHIC PLOTTING ONLY.
- ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCE FROM ALL ELECTRIC LINES
- BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
- IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
- THERE ARE NO WAIVERS, VARIANCES, AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
- NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR OR ARTERIAL STREET ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR OR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT WITHOUT ACCESS TO THE SAID MAJOR STREETS.
- BEFORE ANY WORK IN THE RIGHT-OF-WAY COMMENCES, CONTRACTOR AND/OR OWNER IS TO OBTAIN RIGHT-OF-WAY PERMIT FROM THE CITY OF BENTONVILLE TRANSPORTATION DEPARTMENT.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT THE TIME OF BUILDING PERMIT ISSUANCE.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
- THIS PROJECT IS IN AIRPORT ZONE 1 AND MEETS THE REQUIREMENTS OF SAID ZONE.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS

CERTIFICATE OF AUTHORIZATION
COA CERTIFICATE NUMBER: 3049

PROJECT #: LS24-0054

CASTER & ASSOCIATES
LAND SURVEYING, INC.

2715 SE "I" Street, Suit 5
Bentonville, AR 72712
(479) 268-4464



SCALE: 1" = 50'

DATE: 01/13/2024

LOT SPLIT OF EXISTING LOT 5
CREATING NEW LOTS 45 & 46
MCANDREW & JACKSON ADD.

NW 7TH STREET
BENTONVILLE, BENTON CO., AR

JOB #	DRAWN BY:	CHK'D BY:	PAGE
24-213LS	JRC	RJC	1 OF 1

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 5 OF MCANDREW AND JACKSON ADDITION CREATING NEW LOTS 45 AND 46 OF MCANDREW AND JACKSON ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS24-0054)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 5 OF MCANDREW AND JACKSON ADDITION creating new LOTS 45 AND 46 OF MCANDREW AND JACKSON ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on January 21, 2025;

WHEREAS, said lot split is attached hereto as Exhibit “A”;

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

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

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

Section 1: That the lot split of LOT 5 OF MCANDREW AND JACKSON ADDITION creating new LOTS 45 AND 46 OF MCANDREW AND JACKSON ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

PASSED AND APPROVED this _____ day of _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Future Land Use Map Amendment - Edified Properties - Low Density Residential (LDR) to Medium Density Residential (MDR)

1202 Convair Street

PC Date: 1/21/2025

Staff Report Details

Project Number	RZ24-0048
Applicant / Current Owner	Edified Properties
Site Area	+/- [Site_Area] Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	
Related projects	

Property Description

The subject property is located at 1202 Convair street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Low Density Residential. The property has direct access to Convair Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the east, west, and south, as well as the Walmart Campus Planned Unit Development directly to the East. One street over, on Lockheed Street, there are approximately 5 lots that have rezoned to R-2 within the last 2 years.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to R-2, Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to further develop these properties based on the shifting neighborhood context.

Relationship to the Community Plan

Relationship to the Community Plan

The property is presently designated as Low Density Residential and is surrounded by Low Density residential to the south, north, and east, as well as general commercial to the west. The applicant is requesting a designation of medium density residential.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This zoning request does not align with the Future Land Use Map, which is currently designated as Low Density Residential. However, this location is within Priority Area 2 of the Community Plan, Infill Development, which highlights developing lots that are already served by city services. Additionally, this neighborhood is internally changing, with 5 properties along Lockheed Street recently designated as Medium Density Residential. Directly surrounding this neighborhood, sits the Walmart Campus to the east, which has a land use designation of General Commercial. To the west of this neighborhood, the land use is Office and General Commercial. Allowing for medium density in this location would provide for a transition between the Walmart Campus and other surrounding development, as well as potentially allowing for more housing units than what is currently built, to better serve surrounding development and a growing Bentonville population.

From a built environment lens, R-2 and its supported housing types fits within the surrounding environment.

The applicant states there is a potential minimal increase in traffic from the zoning change.

Public Comment

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

Analysis / Waivers

Conclusion

This rezoning is not consistent with the Future Land Use Plan, but given this property's location adjacent to commercial development, the increasing development within the neighborhood, as well as the Community Plan's call for Infill Development, staff recommends approval of this request.

Additional Details



R-1

R-2

R-1

R-2

R-1

R-1



RZ24-0048
EDIFIED PROPERTIES
1202 CONVAIR ST



Narrative for 1202 Convair

- **State the current zoning designation and proposed zoning designation.**
 - R1 current
 - R2 proposed
- **Explanation of the proposed zoning change including current owner information and any proposed sales.**
 - Reason (need) for requesting the zoning change. One of 2 options are being considered. Realtor recommended moving to R2 for the sake of an easier sell for potential future development if sold to a future developer. House is currently on the market. Second option would be to redevelop the property as the owner according to city specs.
 - Current Owner Edified Properties LLC
- **Statement of how the property will relate to surrounding properties.**
 - It will remain residential (urban neighborhood)
- **Use.**
 - Family/Residential living
- **Traffic**
 - Traffic could potentially minimally increase.
- **Signage.**
 - No signage.
- **Appearance.**
 - Ranch style home, brick exterior, shingle roof
- **Availability of water and sewer (state size of lines).**
 - Main water line is 6" and Main sewer line is 8"

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ24-0048)

WHEREAS, Edified Properties duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 7 AND FIVE AND ONE HALF (51/2) FEET OFF THE SOUTH SIDE OF LOT 8
IN SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS DESIGNATED IN PLAT RECORD "E" AT PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY
RESIDENTIAL TO R-2, MEDIUM DENSITY TWO FAMILY AND
TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0048)**

WHEREAS, Edified Properties 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 7 AND FIVE AND ONE HALF (51/2) FEET OFF THE SOUTH SIDE OF LOT 8 IN
SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS,
AS DESIGNATED IN PLAT RECORD "E" AT PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Edified Properties

1204 Convair Street

PC Date: 1/21/2025

Staff Report Details

Project Number	RZ24-0049
Applicant / Current Owner	Edified Properties
Site Area	+/- [0.32] Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	
Related projects	

Property Description

The subject property is located at 1204 Convair street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Low Density Residential. The property has direct access to Convair Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the east, west, and south, as well as the Walmart Campus Planned Unit Development directly to the East. One street over, on Lockheed Street, there are approximately 5 lots that have rezoned to R-2 within the last 2 years.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to R-2, Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to further develop these properties based on the shifting neighborhood context.

Relationship to the Community Plan

The property is presently designated as Low Density Residential and is surrounded by Low Density residential to the south, north, and east, as well as general commercial to the west. The applicant is requesting a designation of medium density residential.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This zoning request does not align with the Future Land Use Map, which is currently designated as Low Density Residential. However, this location is within Priority Area 2 of the Community Plan, Infill Development, which highlights developing lots that are already served by city services. Additionally, this neighborhood is internally changing, with 5 properties along Lockheed Street recently designated as Medium Density Residential. Directly surrounding this neighborhood, sits the Walmart Campus to the east, which has a land use designation of General Commercial. To the west of this neighborhood, the land use is Office and General Commercial. Allowing for medium density in this location would provide for a transition between the Walmart Campus and other surrounding development, as well as potentially allowing for more housing units than what is currently built, to better serve surrounding development and a growing Bentonville population.

From a built environment lens, R-2 and its supported housing types fits within the surrounding environment.

The applicant states there is a potential minimal increase in traffic from the zoning change.

Public Comment

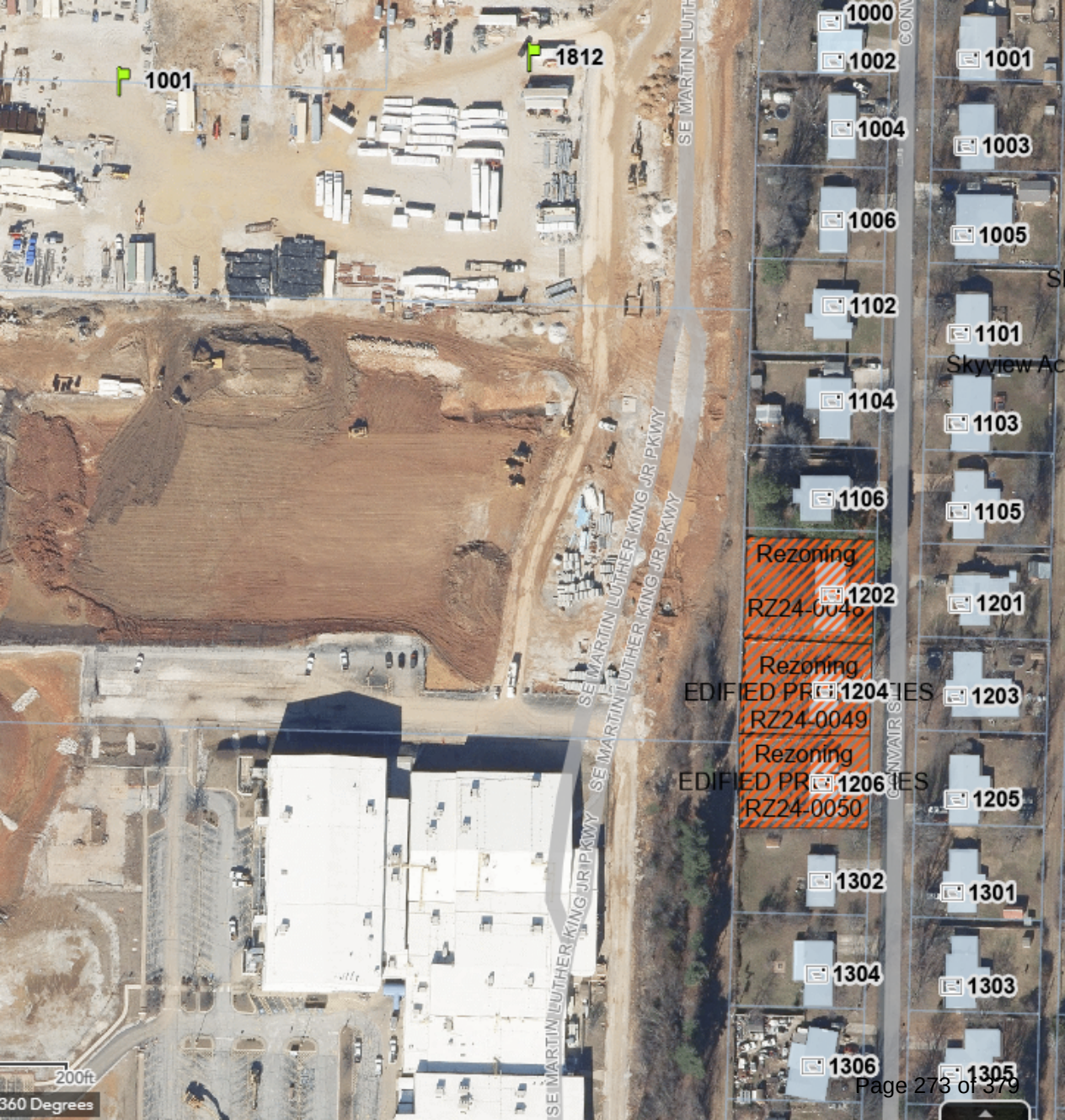
Has Staff received Public Comment at the time of this report? : **No**

Analysis / Waivers

Conclusion

This rezoning is not consistent with the Future Land Use Plan, but given this property's location adjacent to commercial development, the increasing development within the neighborhood, as well as the Community Plan's call for Infill Development, staff recommends approval of this request.

Additional Details



1001

1812

1000
1002

1001

1004

1003

1006

1005

1102

1101

Skyview Ac

1104

1103

1106

1105

Re zoning

1202

RZ24-0046

1201

Re zoning

EDIFIED PRE

1204

RZ24-0049

1203

Re zoning

EDIFIED PRE

1206

RZ24-0050

1205

1302

1301

1304

1303

1306

1305

200ft

360 Degrees



R-1

R-2

R-1

R-2

R-1

R-1



RZ24-0049
EDIFIED PROPERTIES
1204 CONVAIR ST



Narrative for 1204 Convair

- **State the current zoning designation and proposed zoning designation.**
 - R1 current
 - R2 proposed
- **Explanation of the proposed zoning change including current owner information and any proposed sales.**
 - Reason (need) for requesting the zoning change. One of 2 options are being considered. Realtor recommended moving to R2 for the sake of an easier sell for potential future development if sold to a future developer. House is currently on the market. Second option would be to redevelop the property as the owner according to city specs.
 - Current Owner Matt and Rachel Gifford
- **Statement of how the property will relate to surrounding properties.**
 - It will remain residential (urban neighborhood)
- **Use.**
 - Family/Residential living
- **Traffic**
 - Traffic could potentially minimally increase.
- **Signage.**
 - No signage.
- **Appearance.**
 - Ranch style home, brick exterior, shingle roof
- **Availability of water and sewer (state size of lines).**
 - Main water line is 6" and Main sewer line is 8"

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ24-0049)

WHEREAS, Edified Properties duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 6, SKYVIEW ACRES, A SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD "E" AT PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL
TO R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0049)**

WHEREAS, Edified Properties 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 6, SKYVIEW ACRES, A SUBDIVISION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT RECORD “E” AT PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Future Land Use Map Amendment - Edified Properties - Low Density Residential (LDR) to Medium Density Residential (MDR)

1206 Convair Street

PC Date: 1/21/2025

Staff Report Details

Project Number	RZ24-0050
Applicant / Current Owner	Edified Properties
Site Area	+/- [0.32] Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	R-2, Medium Density Two Family and Townhome Residential
Current Future Land Use Map Designation	Low Density Residential (LDR)
Requested Future Land Use Map Designation	Medium Density Residential (MDR)
Development Type / Use	
Related projects	

Property Description

The subject property is located at 1206 Convair street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Low Density Residential. The property has direct access to Convair Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the east, west, and south, as well as the Walmart Campus Planned Unit Development directly to the East. One street over, on Lockheed Street, there are approximately 5 lots that have rezoned to R-2 within the last 2 years.

Project Details

The applicant has requested a rezoning of the property from R-1, Low Density Single Family Residential to R-2, Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to further develop these properties based on the shifting neighborhood context.

Relationship to the Community Plan

The property is presently designated as Low Density Residential and is surrounded by Low Density

Relationship to the Community Plan

residential to the south, north, and east, as well as general commercial to the west. The applicant is requesting a designation of medium density residential.

Medium-density residential areas include townhouse or duplex residential properties with a typical density of 8-12 units per acre. These areas are found both near Downtown and in some recent growth areas. These areas may also include local amenities for residents, including neighborhood parks, places of worship, etc.

This zoning request does not align with the Future Land Use Map, which is currently designated as Low Density Residential. However, this location is within Priority Area 2 of the Community Plan, Infill Development, which highlights developing lots that are already served by city services. Additionally, this neighborhood is internally changing, with 5 properties along Lockheed Street recently designated as Medium Density Residential. Directly surrounding this neighborhood, sits the Walmart Campus to the east, which has a land use designation of General Commercial. To the west of this neighborhood, the land use is Office and General Commercial. Allowing for medium density in this location would provide for a transition between the Walmart Campus and other surrounding development, as well as potentially allowing for more housing units than what is currently built, to better serve surrounding development and a growing Bentonville population.

From a built environment lens, R-2 and its supported housing types fits within the surrounding environment.

The applicant states there is a potential minimal increase in traffic from the zoning change.

Public Comment

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

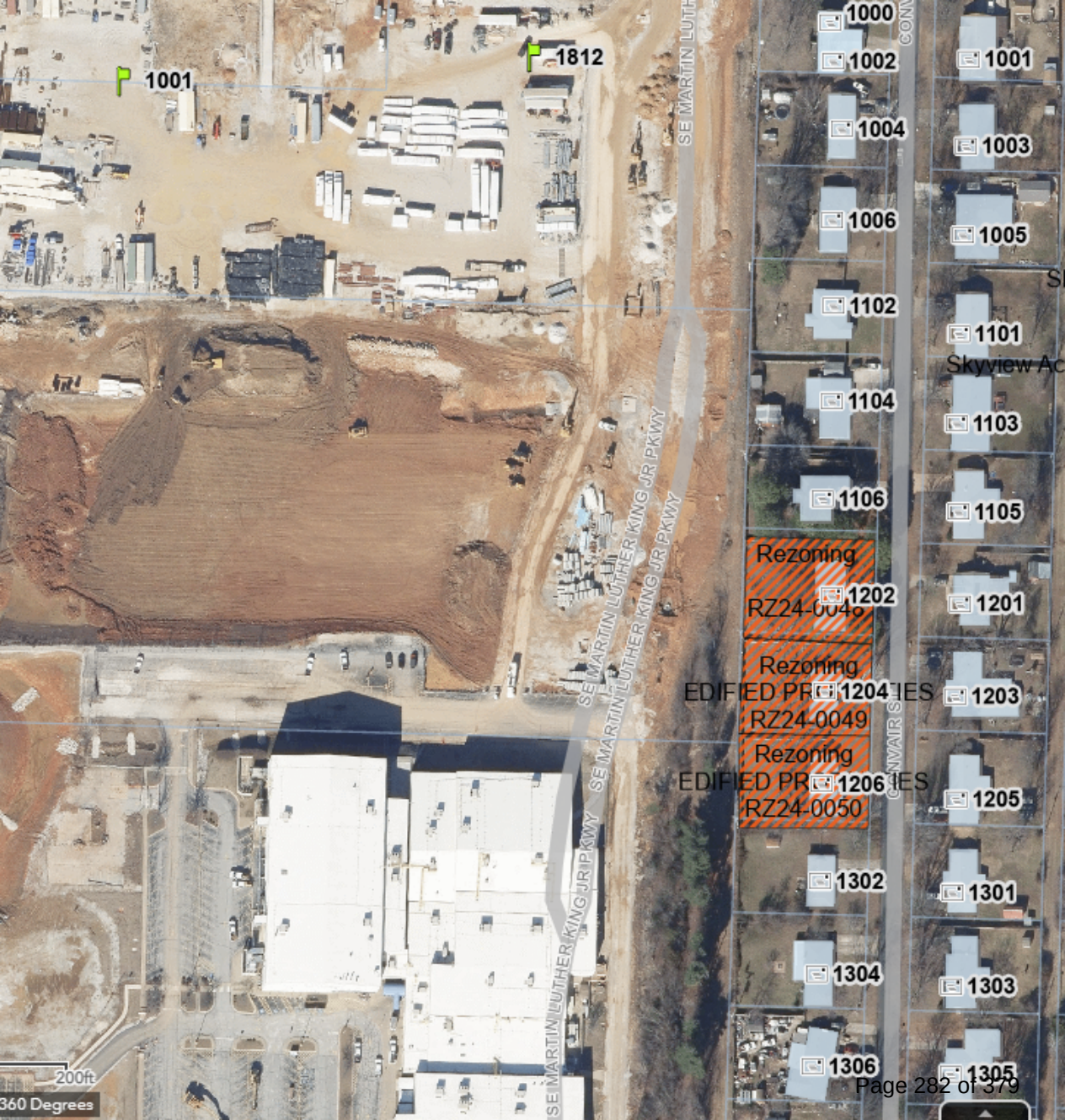
Analysis / Waivers

Conclusion

This rezoning is not consistent with the Future Land Use Plan, but given this property's location adjacent to commercial development, the increasing development within the neighborhood, as well as the Community Plan's call for Infill Development, staff recommends approval of this request.

Additional Details

Additional Details



1001

1812

1000

1002

1001

1004

1003

1006

1005

1102

1101

Skyview Ac

1104

1103

1106

1105

Rezoning

1202

RZ24-0046

1201

Rezoning

EDIFIED PRO

1204

RZ24-0049

1203

Rezoning

EDIFIED PRO

1206

RZ24-0050

1205

1302

1301

1304

1303

1306

1305

200ft

360 Degrees



PUD

PUD

R-1

CONVAIR ST

R-1

R-2

R-1

R-2

R-1

R-1

LOCKHEED S/T

BOEING AVE



RZ24-0050
EDIFIED PROPERTIES
1206 CONVAIR ST



Narrative for 1206 Convair

- **State the current zoning designation and proposed zoning designation.**
 - R1 current
 - R2 proposed
- **Explanation of the proposed zoning change including current owner information and any proposed sales.**
 - *Reason (need) for requesting the zoning change.* One of 2 options are being considered. Realtor recommended moving to R2 for the sake of an easier sell for potential future development if sold to a future developer. House is currently on the market. Second option would be to redevelop the property as the owner according to city specs.
 - Current Owner Smooth Touch Properties LLC
- **Statement of how the property will relate to surrounding properties.**
 - It will remain residential (urban neighborhood)
- **Use.**
 - Family/Residential living
- **Traffic**
 - Traffic could potentially minimally increase.
- **Signage.**
 - No signage.
- **Appearance.**
 - Ranch style home, brick exterior, shingle roof
- **Availability of water and sewer (state size of lines).**
 - Main water line is 6" and Main sewer line is 8"

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM LOW-DENSITY RESIDENTIAL TO MEDIUM-
DENSITY RESIDENTIAL; AND FOR OTHER PURPOSES.**

(PROJECT NUMBER: RZ24-0050)

WHEREAS, Edified Properties duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

LOT 5, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY,
ARKANSAS, AS SHOWN ON PLAT RECORD “E” AT PAGE 38;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of LOW-DENSITY RESIDENTIAL to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, LOW
DENSITY SINGLE FAMILY RESIDENTIAL TO R-2, MEDIUM DENSITY TWO
FAMILY AND TOWNHOME RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0050)**

WHEREAS, Edified Properties 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 5, SKYVIEW ACRES SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS
SHOWN ON PLAT RECORD "E" AT PAGE 38.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL.

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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to R-2, MEDIUM DENSITY TWO FAMILY AND TOWNHOME RESIDENTIAL 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



Future Land Use Map Amendment - Beiler Family Trust - Open Space to Medium Density Residential (MDR)

1102 Northwest A Street

PC Date: 1/21/2025

Staff Report Details

Project Number	RZ24-0045
Applicant / Current Owner	Will Kellstrom / Beiler Family Trust
Site Area	+/- 0.72 Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential <i>(Revised from DN-3 to DN-2)</i>
Current Future Land Use Map Designation	Open Space
Requested Future Land Use Map Designation	Medium Density Residential (MDR) <i>(Revised from High to Medium Density Residential)</i>
Development Type / Use	N/A
Related projects	N/A

Property Description

The subject property is located at 1102 Northwest A Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Open Space. The property has direct access to Northwest A Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, east, and west, R-E, Residential Estate to the south and DN-2, Downtown Medium Density Residential to the southeast.

Project Details

The applicant originally requested that the property be rezoned to DN-3, Downtown Medium Density Residential due to the topographical constraints on the site. After further consideration, and feedback at the January 7, 2025 Planning Commission meeting, the applicant has modified their request to DN-2, Downtown Medium Density Residential. The applicant states in their narrative they are requesting the rezoning in order to make the lot more conducive to development as well as be in line with the zoning trend of the surrounding area.

Relationship to the Community Plan

The property is presently designated as Open Space and is surrounded by Medium Density Residential (MDR) to the south and west and Open space to the north and south.

The applicant is requesting a future land use map amendment from Open Space to Medium Density Residential to allow the property to be more developable, stating that the increase in land use is agreeable due to being on the corner of an arterial street and collector street.

Open spaces include undeveloped areas that are either actively preserved or have significant challenges to development, such as floodplains or wetlands, steep slopes, or other unique environmental characteristics.

This zoning request does not align with the Future Land Use Map, recommending Open Space, as an appropriate zoning designation, though there is currently a structure on the property. This location is within Priority Area 1 of the Community Plan, Downtown Intensification, which highlights reinvestment in urban neighborhoods in and around Downtown Bentonville.

The applicant states that there are no plans for development yet.

Public Comment

Has Staff received Public Comment at the time of this report? : **Yes**

Analysis / Waivers

This rezoning request does not match the current land use plan designation for this area, but the surrounding built environment is similar to the proposed rezoning requested. Future development in the area is likely and could support this rezoning request.

Conclusion

Additional Details



Pending PC
Item

R-1

R-1

NE TIGER BLVD

R-1

TIGER BLVD

R-1

R-1

NW A ST

Kellstrom

R-1

R-E

DN-2

R-1

N MAIN ST



RZ24-0045
Kellstrom
1102 NW A Street



WATKINS, BOYER, GRAY & CURRY, PLLC

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

October 16, 2024

City of Bentonville
Planning and Community Development
305 SW A St.
Bentonville, AR 72712

RE: Rezoning Parcel Nos. 01-04526-000, 01-04525-000, & 01-04525-001 from R-1, Low Density Residential Single Family to DN-3, Downtown High Density Residential

Dear Planning Staff:

My name is Will Kellstrom and I have been retained to assist the applicant, Beiler Family Trust, with respect to this rezoning request. The applicant is requesting that the property, Parcel Nos. 01-04526-000, 01-04525-000, & 01-04525-001 (hereinafter "the Property"), be rezoned from R-1, Low Density Residential Single Family to DN-3, Downtown High Density Residential.

I. Rezoning.

Several properties between NE A Street and NW A Street in northwest Bentonville have already been rezoned to DN-2 in recent years. This rezoning would be a continuation of the trend of moderately increasing density in the area. The purpose for requesting DN-3 zoning, rather than DN-2 is due to the challenges inherent in developing the Property. It has a large amount of slope on the northern end, and difficult frontage along NW A Street. Additionally, a large portion of the Property was previously taken for right of Way at the intersection of NW A St. and Tiger Boulevard, resulting in an awkwardly shaped property. The slightly more flexible lot regulations of DN-3, along with the ability to build townhomes mid-block by right would give the Property the ability to be developed at a similar density to what has recently been developed in this neighborhood.

The Applicant has no crystallized plans to develop the Property, and is merely attempting to obtain a zoning that will make the Property more develop-able. Lastly, there are twelve inch (12") water and sewer lines available on NWA A St.

II. Future Land Use Amendment.

In order to facilitate a rezoning to DN-3, the Future Land Use Map (“FLUM”) designation would need to be changed from “Open Space” to “High Density Residential” (“HDR”). The current FLUM designation renders the land essentially useless, and would only facilitate use of the Property as public or park space. Changing the FLUM designation to HDR would be more in line with recent rezonings in the neighborhood, and would be appropriate due to the Property’s location on a corner of a Collector and an Arterial roadway. The applicant therefore requests that the FLUM designation for the Property be amended from Open Space to High Density Residential.

Thank you for considering this request for rezoning. If you have any questions, please contact me at 479-636-2168 or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

WK:

pc:

City of Bentonville Planning Department
305 SW A Street
Bentonville, AR 72712

Dear Planning Staff,

I am writing to formally oppose the proposed rezoning application for [1102 NW A St](#) from R-1 Low Density to DN-3 Downtown High Density residential. As a resident of [REDACTED] I am concerned about the zoning that allows apartment buildings and other high density uses which are not an appropriate or safe use given the location and characteristics of the lot.

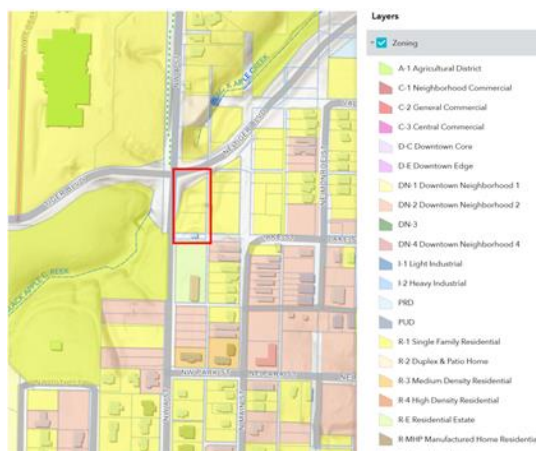
Summary of Objections to Re-Zoning:

- **Land Use Conflict:** The proposed rezoning of high-density conflicts with the area's low to medium density residential character and Bentonville's Future Land Use Map designation of Open Space.
- **Increased Traffic and Safety Risks:** Rezoning will increase congestion and heighten accident risks at NW A and Tiger Blvd due to limited points of egress, slope, and a blind spot. See Article 601 (promoting public health, safety, and welfare).
- **Insufficient Infrastructure:** Current infrastructure, including drainage and parking, cannot support high-density development. Development of parking/loading will exacerbate existing drainage challenges. See Article 501 (off-street parking/loading).

The current rezoning proposal states "The Applicant has no crystallized plans to develop the Property, and is merely attempting to obtain a zoning that will make the Property more develop-able. There are no plans to develop meaning no increase in traffic". While there are not crystalized plans, we must assume that current or future owners of a DN-3 zoned property will build to the highest use of the property, which may include an apartment building. Uses such as an apartment building (or 12 units/acre) is not appropriate for this lot. Furthermore, if there are no development plans, then why propose rezoning?

Detailed Objections to Re-Zoning:

Land Use Conflict: Rezoning to DN-3 clashes with the surrounding R-1 zoning, which emphasizes single-family homes and open spaces. Adjacent DN-2 lots have been subdivided and developed into single-family homes that are essentially R1 in use, reinforcing the area's character. There is no high-density zoning nearby, and this rezoning would disrupt the established pattern and character of the neighborhood. The submission admits that the property shows as open space on the future land use map, which we agree with this designation due to the slope of the property and shape of the parcel which limits ingress and egress.



Increased Traffic and Safety Risks: The lot's steep slope and limited road access make safe traffic patterns unfeasible for high-density development. Key concerns include:

- **Collector Road Limitation:** The collector road serving the property is a **single-lane driveway** with an exceptionally steep grade, unsuitable for high-density traffic. Expanding or modifying it to handle larger volumes is not practical.
- **Blind Spot Hazard:** The slope of the lot and surrounding area creates a blind spot from the current collector road merging onto NW A, making this dangerous today notwithstanding additional development. This issue is further exacerbated by the parcel's single point of egress directly onto NW A Street and the already high traffic nature of NW A and Tiger which regularly experience congestion throughout the day.
- **Limited Points of Egress:** Currently, the only point of egress from this property is via the existing collector road that dumps onto NW A. As previously described, this collector road is a single-lane driveway that is unsuitable for high-density traffic. Even with investment, there are no viable secondary points of egress from this property because the property's only additional road access is NW A on the west side. This means that all points of egress would effectively dump onto NW A, aggravating the aforementioned Blind Spot Hazard and Public Health and Safety concerns.
- **Pedestrian and Cyclist Risk:** NW A and Tiger Blvd are heavily used by pedestrians and cyclists. Increased vehicle traffic will heighten risks for these users, posing serious safety concerns.
- **Public Health and Safety:** Article 601 of the zoning code promotes public health, safety, and welfare. This rezoning undermines those goals by introducing preventable traffic hazards and increasing infrastructure strain.

Insufficient Infrastructure: Infrastructure, including water management, is another issue.

- The City of Bentonville recently invested in a water management and mitigation project at the corner of North Main and Lake Steet (see photo below) which routes water westward via a greenspace ravine / utilities easement and drains directly onto open space on the [1102 NW A Street](#) parcels for dispersion into groundwater. Additional development on this parcel would disrupt this mitigation and cause rainwater to flood directly onto NW A or Tiger Blvd.
- Article 501 of Bentonville's zoning code outlines off-street parking and loading requirements, which this development will not meet due to the only collector road being a driveway. Lack of sufficient parking and loading zones could lead to overflow on public streets, adding to congestion and further reducing safety



I urge the Planning Commission to consider the long-term effects of this rezoning. I respectfully request that this application be denied.

Thank you for your attention and time.

Sincerely,
Andrew Mainer & Ariane Grazian

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE CITY OF BENTONVILLE FUTURE LAND USE
MAP FOR A SPECIFIC AREA FROM OPEN SPACE TO MEDIUM-DENSITY
RESIDENTIAL; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0045)**

WHEREAS, Will Kellstrom duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present land use classification of OPEN SPACE to MEDIUM-DENSITY RESIDENTIAL, which property is described as follows:

ALL OF LOT 1 AND A PART OF LOT 2, BLOCK 3, WA BURKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGES 81 AND 119 AND ALL THAT PART OF THE NORTH HALF OF LAKE STREET, NOW VACATED: FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 0237'03" EAST 50.00 FEET; THENCE NORTH 1632'31" EAST 51.51 FEET; THENCE SOUTH 8722'57" EAST 137.60 FEET; THENCE SOUTH 0237'03" WEST 125.00 FEET; THENCE NORTH 8722'57" WEST 150.00 FEET; THENCE NORTH 0237'03" EAST 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.423 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF NW "A" STREET. PART OF LOTS 3, 4, 5, AND 6, ALL IN BLOCK 3, WA BURKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "A" AT PAGES 82 AND 119, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 1632'31" EAST 102.74 FEET; THENCE NORTH 5932'42" EAST 134.71 FEET; THENCE SOUTH 0237'03" WEST 173.22 FEET; THENCE NORTH 8722'57" WEST 137.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.382 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF NW "A" STREET;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 at 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 future land use classification as presented on the property be changed.

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

Section 1: That the above described real property is hereby changed from its present land use classification of OPEN SPACE to MEDIUM-DENSITY RESIDENTIAL on the City of Bentonville Future Land Use Map;

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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF
BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING
CLASSIFICATION OF R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL
TO DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL; AND FOR
OTHER PURPOSES.
(PROJECT NUMBER: RZ24-0045)**

WHEREAS, Will Kellstrom 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

ALL OF LOT 1 AND A PART OF LOT 2, BLOCK 3, WA BURKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD "A" AT PAGES 81 AND 119 AND ALL THAT PART OF THE NORTH HALF OF LAKE STREET, NOW VACATED: FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 0237'03" EAST 50.00 FEET; THENCE NORTH 1632'31" EAST 51.51 FEET; THENCE SOUTH 8722'57" EAST 137.60 FEET; THENCE SOUTH 0237'03" WEST 125.00 FEET; THENCE NORTH 8722'57" WEST 150.00 FEET; THENCE NORTH 0237'03" EAST 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.423 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF NW "A" STREET. PART OF LOTS 3, 4, 5, AND 6, ALL IN BLOCK 3, WA BURKS ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN IN PLAT RECORD BOOK "A" AT PAGES 82 AND 119, FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3; THENCE NORTH 1632'31" EAST 102.74 FEET; THENCE NORTH 5932'42" EAST 134.71 FEET; THENCE SOUTH 0237'03" WEST 173.22 FEET; THENCE NORTH 8722'57" WEST 137.60 FEET TO THE POINT OF BEGINNING, CONTAINING 0.382 ACRES MORE OR LESS, SUBJECT TO THE RIGHT OF WAY OF NW "A" STREET;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held January 21, 2025 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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL 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 _____, 2025.

APPROVED:

ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Bill Burckart
Phone:		For Department(s):	City Council
Email:	bburckart@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:	Proposed Amendment to Section 400.08 of the City of Bentonville Municipal Code
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

Please Recycle!

Amendment Request for Preliminary Plat Building Permits

Sec 400.08 Building Permits for ~~Model Homes~~ New Single-family homes, Duplexes and Townhomes

Allowed. All new ~~subdivision preliminary plats containing more than 10 lots~~ may be allowed to ~~construct one (1) model home start construction similar to LSD's~~. In subdivisions containing more than one (1) phase, ~~model~~ homes shall be allowed only in the first phase of the subdivision. ~~Model homes shall be placed adjacent to the primary entrance to the subdivision~~. Temporary offices intended for the purpose of marketing homes in the subdivision shall be placed inside the ~~model home~~ a home, or portable sales trailer.

Restrictions. Building permits ~~for model homes~~ shall not be issued until:

A preliminary plat is approved for the subdivision.

Fire protection is available to the site. Fire hydrant meter shall be available once water lines have been tested and approved.

Roads are cut ~~into~~ for the site and constructions entrances completed and SWPPP's in place and maintained, similar to LSD's. covered with crushed base. An inspection that erosion controls are in place prior to permit will be required

~~Water and sewer services shall be available. No connection shall be made to the public water or sewer for any home until the final plat is approved by the city, exceptions shall be for a model hoe or portable trailers.~~

~~Lift~~ Lift station shall be completely finished, if lift station is required, prior to home being connected to public water and sewer.

~~Right of refusal. The City of Bentonville reserves the right to refuse a permit for a model home based on any one of the following conditions:~~

~~Any one of the requirements in Section 400.8(b) are not met.~~

~~Past performance indicates that a particular developer is non-compliant with this regulation and/or is attempting to abuse this regulation.~~

All damage to infrastructure shall be the responsibility of the developer/ Owner of record.

(Ord. No. 2003-100, § 1, 6-10-2003; Ord. No. 2019-57, § 6, 4-9-2019)



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	1/28/2025	Submitted By:	Tyler Overstreet
Phone:		For Department(s):	Planning
Email:	toverstreet@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:	Review of Planning Commission Approved Future Land Use Map
Action Recommendation & Justification:	This item is for discussion and review only at this time.
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

Please Recycle!



Future Land Use Map and Update to Community Plan

PC Date: 1/21/2025

Reviewer: Shelli Kerr, AICP, Comprehensive Planning Mngr

Request

Approval of a resolution adopting the new Bentonville Future Land Use Map and replacing *Chapter 2 Community Profile* and *Chapter 4 Land Use and Strategic Growth* in the 2018 Bentonville Community Plan.

Background

The Bentonville Community Plan, adopted on Oct. 23, 2018, is the City of Bentonville's most basic statement of public policy. It describes how the city can achieve its desired future and provides direction to city leaders as they make financial and budgetary decisions. The Plan includes the Future Land Use Map (FLUM) that shows the desired location for each land use as the city continues to grow and develop, serving as a guide for land use and development decisions.

Typically, long-range city plans are updated every 10 to 20 years. The fast-paced growth in Bentonville combined with changing development pattern and a need for a variety of housing types warranted an update at five-years.

In summer 2023, the city hired CPZ CoDesign to lead *Plan Bentonville*, a process guided by robust public engagement and ongoing refinement to develop the proposed Future Land Use Map and update Chapters 2 and 4.



Key Improvements to the 2018 Plan

1. Greater Public Engagement

The Bentonville community played an essential role in this process, contributing insights, evaluating ideas, and offering feedback to refine proposals that address current and future growth challenges.

The process was guided by a Steering Committee of community representatives, a Technical Committee with city department representatives, the Planning Commission and City Council.

Opportunities for public participation were promoted through all city communication channels, including banners, flyers, posters, emails, newsletters, press releases, social media, and giveaways, reaching tens of thousands of people.

Since its launch, the project website of www.planbentonville.com providing news, updates, and opportunities to get involved has attracted over 11,000 unique visitors and 35,000 page views.



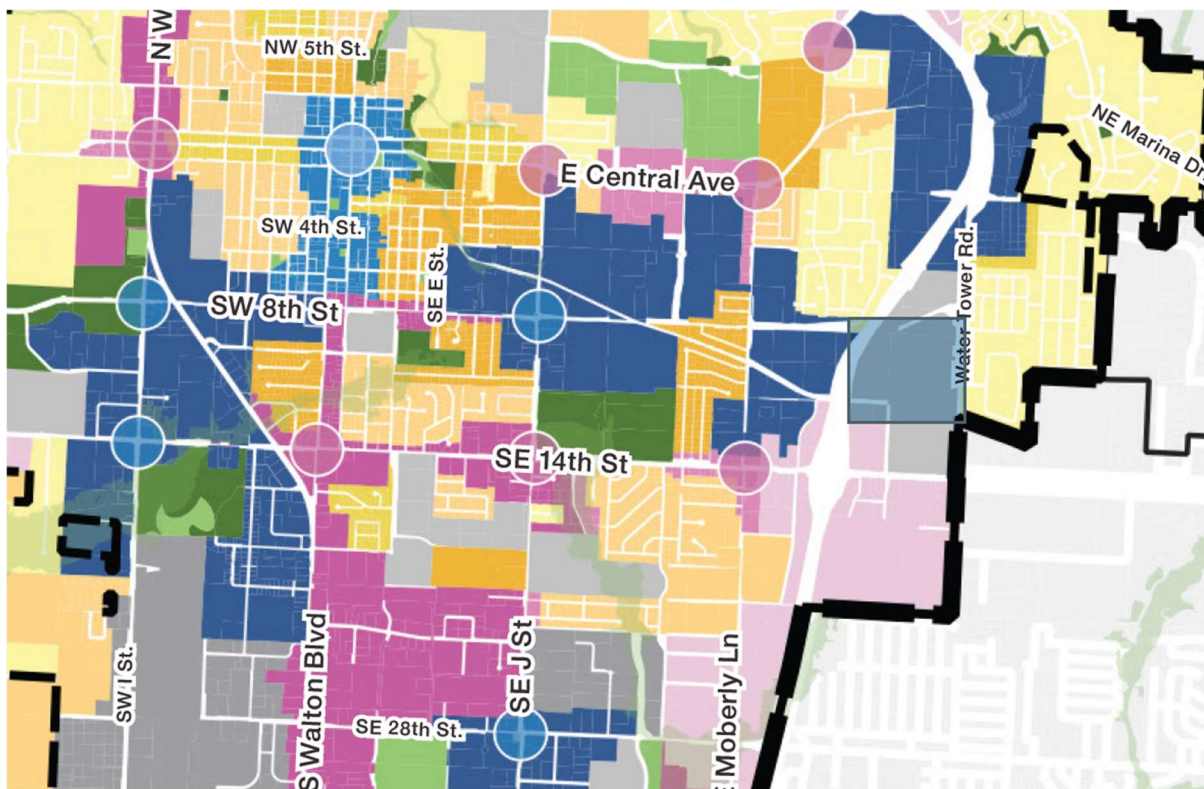
Nearly 4,700 people participated more than 80 hours of opportunities for feedback, engaging through surveys, stakeholder interviews, pop-up event, open houses, developer forums, one-on-one interactions with city staff, online reviews of ongoing work and public meetings. The diverse participation highlights Bentonville's vibrant and engaged community, with contributions from lifelong residents, newcomers, elected and appointed officials, school administration, entrepreneurs, builders, developers, social service organizations, and more.

Our consultants, DPZ CoDesign, indicated Bentonville's public engagement process was more expansive than anything they have done before. Furthermore, the American Planning Association Arkansas Chapter recognized Plan Bentonville with the Award for Public Engagement for the broad variety and significant number of engagement opportunities.

2. *Shift from Strategic Growth Zones to Nodal Development.*

The current plan establishes three Priority Areas: (1) Downtown Intensification, (2) Infill and (3) Edge Growth. The purpose of the priority areas was to focus development as much as possible in areas 1 and 2. The proposed plan recognizes that all of these areas are experiencing development concurrently and the plan needs to provide better guidance for development activity in all areas.

The purpose of using a nodal approach helps the city create centers of activity throughout the city which helps address mobility and traffic congestion issues while laying the groundwork for transit corridors. Circles shown on the map below indicate recommended centers of activity.



3. *Shift from Land Uses to Place Types.*

The current Future Land Use Map is based on a variety intensities of land uses – agriculture, residential, commercial, industrial, parks and open space. This is a traditional method of land use planning. Recent planning trends go beyond just land use and consider the scale and character to create places.

The proposed Future Land Use Map envisions Bentonville’s growth through 2050 and beyond by employing “place types” to delineate purpose and character for the projected population of 217,000. There are three main categories: Centers, Neighborhoods and Corridors. There are also recreation and specialized place types. Within each place type are three to four categories with varying intensity of uses and development patterns, shown below.

Place Types	
Centers	Regional Center City Center Neighborhood Center
Neighborhoods	Urban Neighborhood Walkable Neighborhood Traditional Neighborhood Suburban Neighborhood
Corridors	Urban Corridor Walkable Corridor Suburban Corridor
Recreation	Outdoor Entertainment Parks and Public Spaces
Specialized	Rural and Estates Industry and Technology Civic and Institutional



4. *Impact on Municipal Budget.*

The impact of a variety of development types on tax revenues and overall financial contribution to the city was key to preparation of the FLUM. Bentonville’s growth strategy is designed to weigh the cost implications of various densities, balance community character, support fiscal sustainability and efficient use of land. Growth patterns significantly influence infrastructure costs, land consumption, and the city’s long-term financial health. A thoughtful approach allows the city to manage the trade-offs between outward expansion and higher density development while preserving Bentonville’s quality of life. (See \$ dial above).

The annual net contribution by developed acre of each place type was calculated, then balanced across the city to ensure those place types with a lower net contribution are offset by those with higher net contribution.



Next Steps

1. *Adoption of a Future Land Use Map and Zoning Alignment Policy.*

Immediately following adoption of the FLUM, adoption of an alignment policy is recommended. This policy is adopted by resolution setting the review criteria for rezoning requests in the interim between adoption of the FLUM and the new zoning and land development code. This policy is presented as a separate agenda item.

2. *Adoption of zoning and land development codes.*

Phase 2 of Plan Bentonville is creation of zoning and development codes that align with the place types in the FLUM. The first draft is expected by this summer.

3. *Annual review of the FLUM.*

Currently, when a property owner requests a rezoning that does not align with the FLUM, they first request a change to the FLUM. The request to change the land use and then the zoning are usually submitted at the same time. This process has become cumbersome with several requests to change land use at nearly every Planning Commission meeting. To encourage development that aligns with the FLUM and to consolidate amendments to the FLUM, staff is recommending the FLUM be reviewed annually. Property owners may request changes to the FLUM at that time.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING A NEW FUTURE LAND USE MAP AND PLACE
TYPES FOR THE CITY OF BENTONVILLE, ARKANSAS, AND AMENDING THE
2018 BENTONVILLE COMMUNITY PLAN PURSUANT TO ARKANSAS CODE
ANNOTATED §14-56-414; AND FOR OTHER PURPOSES**

WHEREAS, the Future Land Use Map is the foundation for future community development showing the desired location for each land use as the city continues to grow and develop; serving as a guide for land use and development decisions; and,

WHEREAS, the Bentonville Community Plan and Future Land Use Map were adopted on Oct. 23, 2018;

WHEREAS, in 2023, city officials determined a need to update the Future Land Use Map due to continuing growth.

WHEREAS, the city hired DPZ CoDesign to lead a year-long process guided by robust public engagement that provided the direction for the Future Land Use Map Update.

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

Section 1: That the Future Land Use Map of the City of Bentonville, Arkansas as shown in *Exhibit A: Bentonville Future Land Use Map* is herein established by the Planning Commission and the City Council pursuant to Ark. Code Ann. §14-56-414, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

Section 2: That Bentonville Community Plan, Chapter 2 Community Profile is hereby updated by adding *Exhibit B: Community Plan Update to Chapter 2 and Chapter 4*, three copies of which are on file with the City Clerk and which is hereby adopted by reference as though it were copied herein fully.

Section 3: That a copy of this Resolution and all exhibits be filed with the City Clerk and the County Recorder.

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

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

Section 6. That this resolution shall be in full force and effect from and after the date of its passage.

PASSED and APPROVED this ____ day of _____, 2025.

APPROVED:

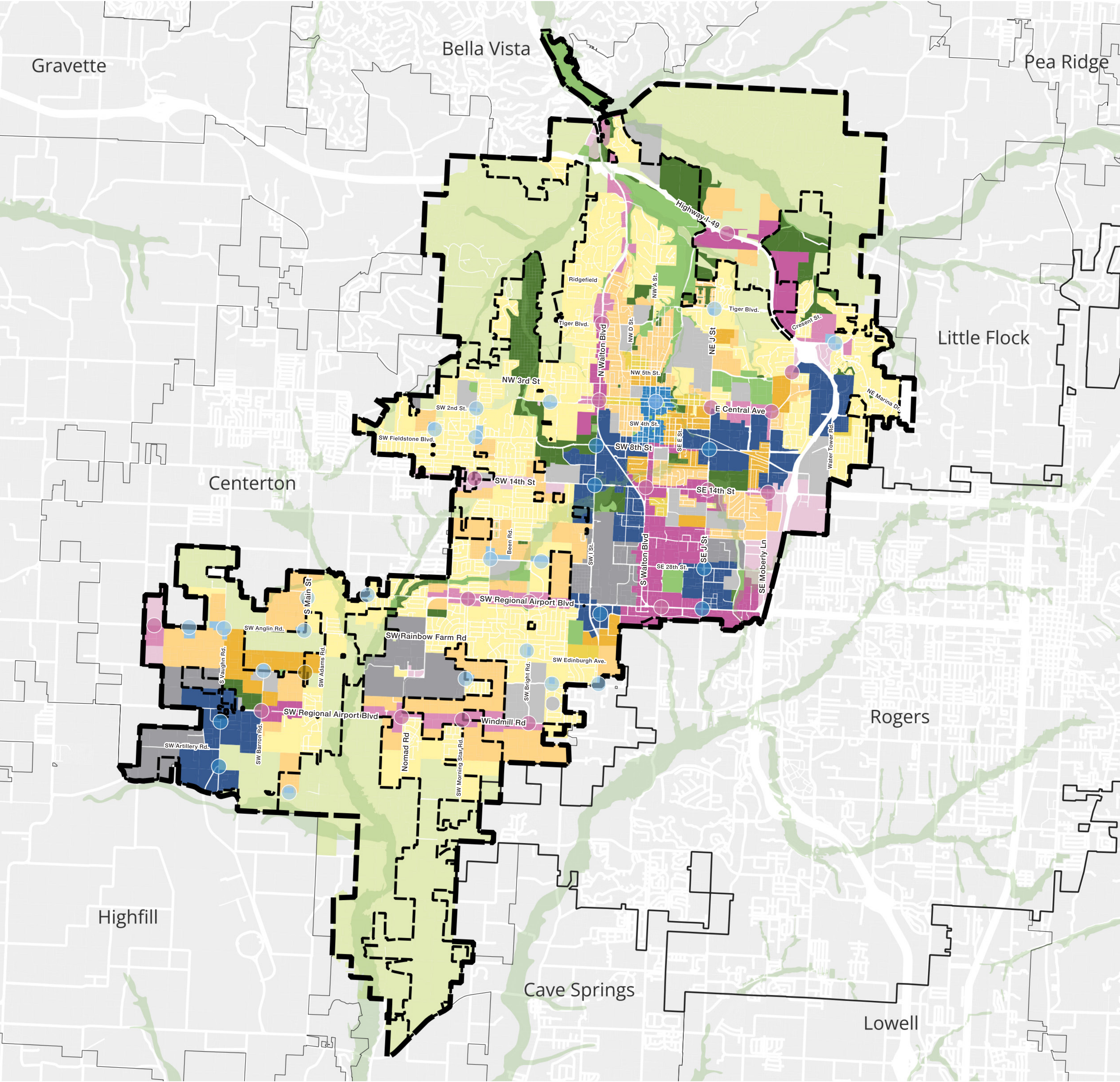
ATTEST:

Stephanie Orman, Mayor

Malorie Marrs, City Clerk

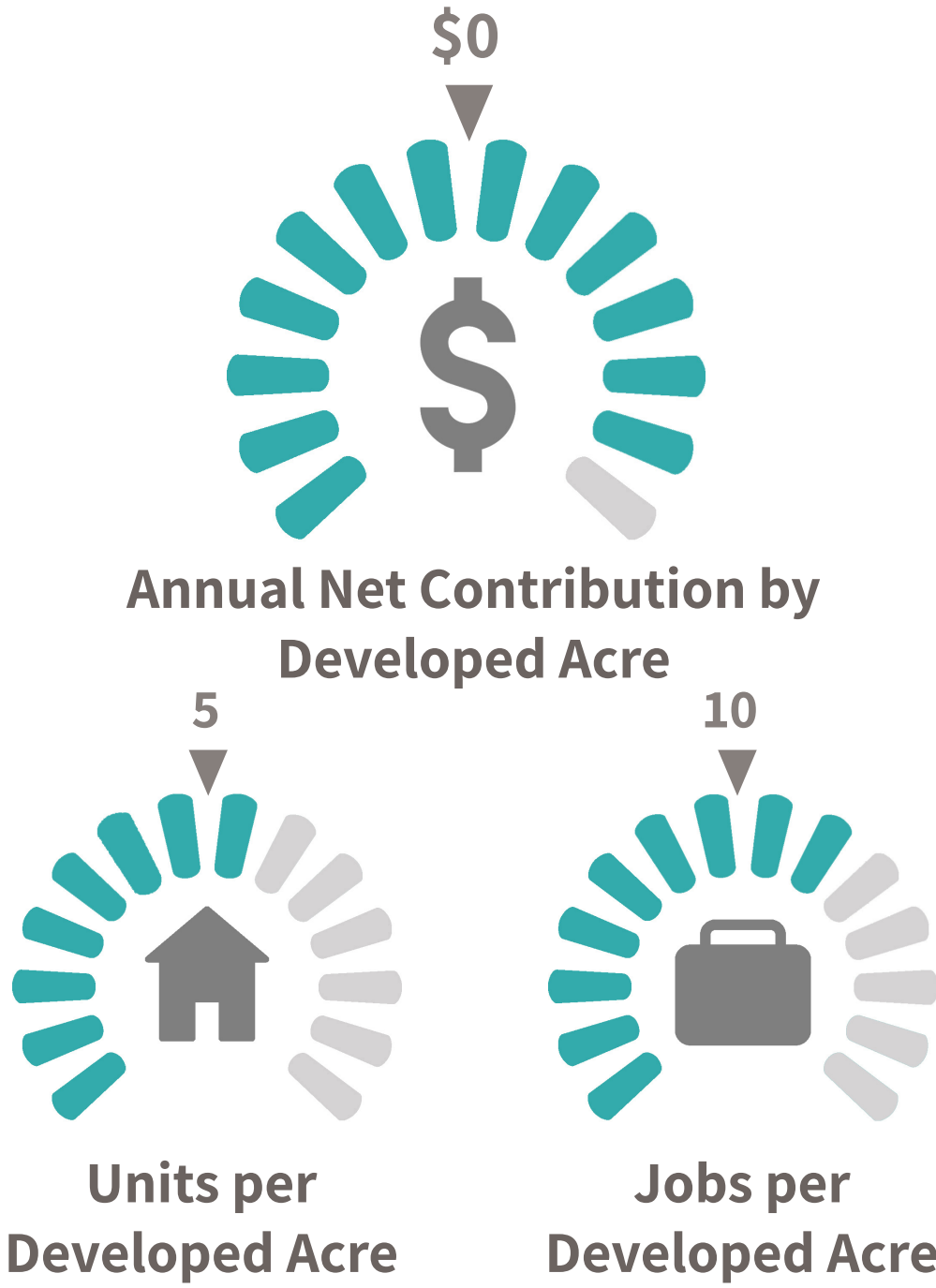
Future Land Use Map

EXHIBIT A



- Centers**
- Regional (1,868 acres)
 - City (108 acres)
 - Neighborhood (138 acres)
- Neighborhoods**
- Urban (720 acres)
 - Walkable (3,031 acres)
 - Traditional (155 acres)
 - Suburban (5,757 acres)
- Corridors**
- Urban (1,248 acres)
 - Walkable (689 acres)
 - Suburban (634 acres)

- Recreation**
- Outdoor Entertainment
 - Parks and Public Spaces
- Other**
- Rural and Estates
 - Industry & Technology
 - Civic and Institutional
- Boundaries and Overlays**
- Hazard Overlay for Floodways
 - City Boundary
 - Planning Boundary



2

AT A GLANCE

Bentonville's Regional Role

Population Growth

People

Housing

Jobs

Community Outreach

Past Plans and Studies

COMMUNITY PROFILE

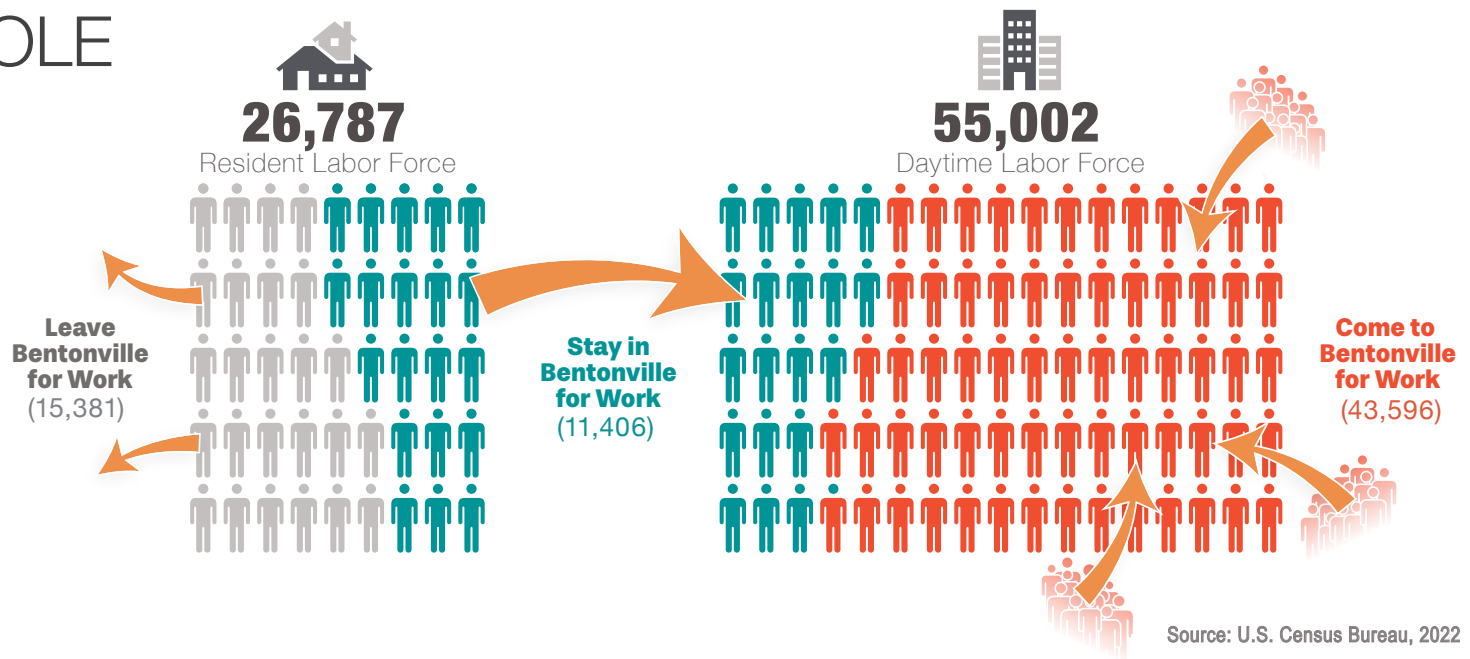
2024 UPDATE

Over the past decade, Bentonville has seen an unprecedented rate of growth, transforming the city and positioning it for further expansion and economic diversification. This concentrated growth in Bentonville—within a rapidly expanding Northwest Arkansas—has outpaced the development of housing, transportation, and essential infrastructure, leading to challenges such as traffic congestion, limited sewer capacity, and escalating housing costs. Bentonville's unique small-town charm remains an important community value, and preserving this quality amid urbanization requires new residential and commercial developments that relieve pressure on the city center while supporting fiscally responsible growth.

At this pivotal moment, the Community Plan has been updated to better address Bentonville's evolving needs and capitalize on the opportunities presented by regional growth. The updated plan takes into account Bentonville's current demographic trends, housing needs, job market, and community feedback to guide strategic land use and transportation decisions. This growth trajectory presents a significant opportunity to diversify the regional economy, broaden housing choices, and improve quality of life through thoughtful placemaking initiatives and the conservation of nearby rural and natural areas.

This chapter outlines the key factors influencing the Community Plan, including a detailed analysis of demographics, employment, housing, and input from Bentonville residents. Together, these components serve as a foundation for the plan's strategic recommendations—found in the following chapters—that aim to support Bentonville's development in a way that aligns with the city's values, meets the needs of a diverse and growing population, and ensures a vibrant future for the community.

BENTONVILLE'S REGIONAL ROLE



A CHANGING REGION

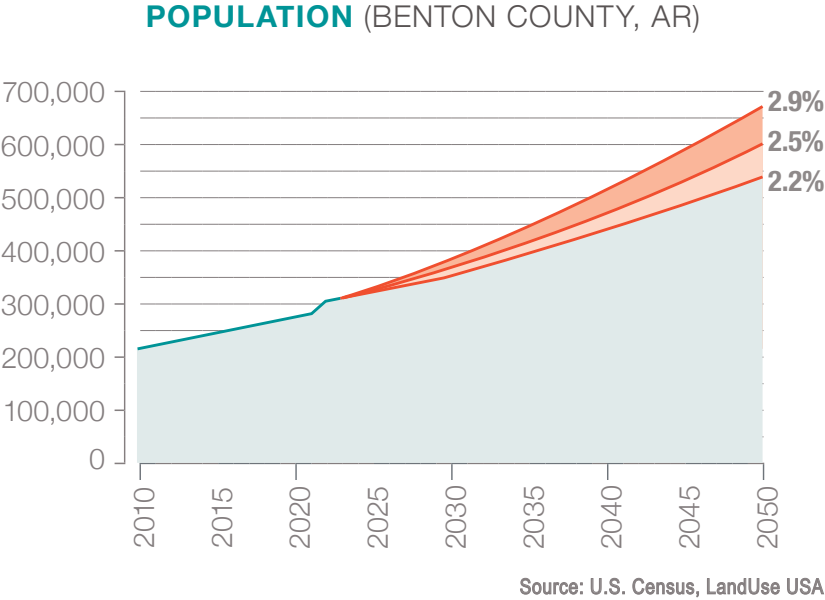
Over the past two decades, Northwest Arkansas has transformed from a largely rural area into a dynamic, economically diverse region with increasing national recognition. Bentonville, in particular, has evolved from a quiet town centered around Walmart's headquarters to a vibrant economic, cultural, and social hub. This evolution has brought numerous benefits, including a strong job market, world-class recreational and cultural facilities, and a growing selection of diverse dining and entertainment options. Regionally, Bentonville serves as a destination for both employment and entertainment and is gaining recognition as a national hotspot for recreation and culture.

Bentonville's position as a regional employment leader has created significant transportation pressures, with 80% of the city's workforce commuting daily from surrounding areas, leading to congestion on city streets. The pace and spread of regional growth have outpaced transportation infrastructure, with future facilities needing better regional coordination. As Bentonville continues to expand, addressing transportation challenges will be critical to maintaining the city's quality of life.

As a center for entertainment, recreation, and culture, Bentonville attracts visitors from far and wide. It's common to hear various languages around the town square and to see mountain bike riders throughout downtown. While the tourist sector has been bolstered by high-quality attractions, an expanding food scene, and increasing flight options, there remains a shortage of lodging and transportation resources. The resulting rise in short-term rentals has added pressure to the already high-demand housing market.

Bentonville's growth is part of a broader regional trend. Nearby cities like Rogers have developed housing, retail, and office spaces that are deeply connected to Bentonville's economy and weekday population. The surrounding cities of Centerton, Bella Vista, and Pea Ridge have also expanded, offering residential options to support the Bentonville-Rogers economic hub. To the south, Springdale and Fayetteville form another economic and cultural pairing, driven by the University of Arkansas and a mix of office, retail, and housing developments. Together, this regional growth, along with strong economies and emerging cultural assets, is accelerating overall expansion, as reflected in optimistic growth projections.

The Community Plan is designed to meet Bentonville's unprecedented growth and increasingly diverse population and economy. As the region continues to develop beyond previous expectations, Bentonville must actively manage this growth to preserve its unique character, reduce strain on downtown and surrounding neighborhoods, and foster an environment that supports long-term economic resilience and vitality.



POPULATION GROWTH

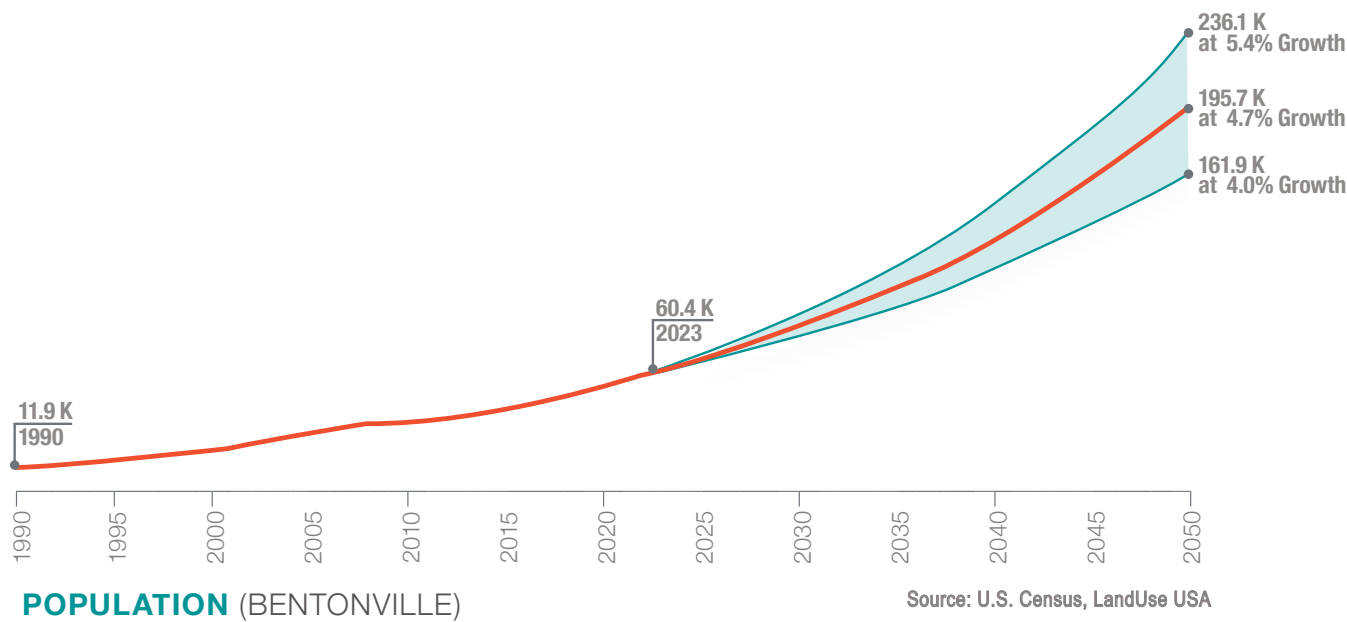
BENTONVILLE'S SCALE

Recent unprecedented growth has raised a central question: just how much will Bentonville expand in the coming decades?

To guide planning, three growth scenarios have been developed, each offering a long-term population forecast. In a moderate growth scenario, current rates would slow to about 4.0% annually, with the population reaching approximately 161,900 by 2050. If recent growth trends hold steady at 4.7%, Bentonville's population could approach 195,700 by 2050. In an accelerated scenario of

5.4% annual growth, a rate that Bentonville has recently experienced, the population could surge to nearly 236,100 by 2050. Even at the conservative 4% growth rate, projections suggest a population over 230,000 by 2060, indicating that Bentonville may quadruple in size within the next few decades. The Community Plan outlines strategies to accommodate a city four times its current size. Limiting growth within Bentonville would likely shift demand to surrounding communities, worsening traffic congestion and straining resources.

To meet these challenges, Bentonville must proactively manage its expansion, directing growth to meet the city's fiscal needs while enhancing quality of life for its residents. The city should align its policies to enable a fast pace of development to accommodate a diversity of demand for housing and for economic expansion. Both should consider cost and the growing lack of affordability - for places to live and for new businesses to establish.



PEOPLE

EVOLVING POPULATION

Bentonville's demographic profile is shifting rapidly, with a notable increase in foreign-born residents, especially from India, and an influx of newcomers from other states like Texas, Missouri, and Oklahoma. These trends are diversifying the community and driving demand for housing, varied recreational facilities, and culturally relevant services. Bentonville also has a relatively young, affluent, and well-educated population. With a median household income projected to reach \$105,600 by 2028 and over half of residents holding a bachelor's degree or higher, the city stands out as an attractive hub for economic activity and skilled labor.

The following actions represent some of many ways the city can advance its programs, policies, and partnerships to support an evolving population.

Culturally Inclusive Community Services: Develop parks, libraries, and community centers that reflect the city's diverse population, with multilingual materials, cultural programming, and event spaces that celebrate different backgrounds.

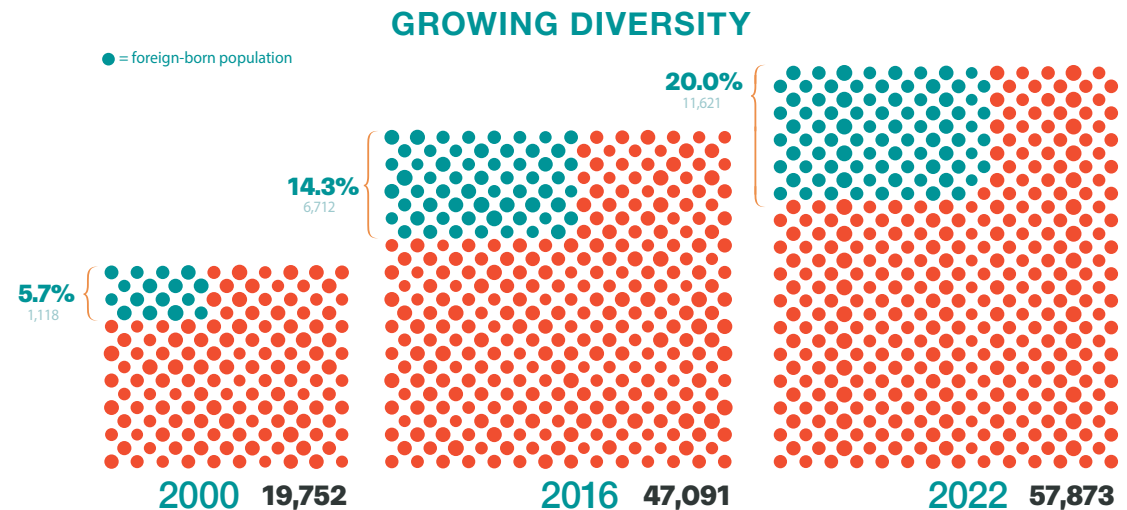
Housing Diversity: Create policies to promote a range of housing types, from affordable homes for young professionals to larger residences for families, meeting the varied needs of a multicultural population.

Support for New Residents: Enhance orientation programs and support services tailored for newcomers, including international residents, to ease integration into the community and familiarize them with local services.

Youth and Senior Programs: Expand resources for both younger families and the city's slowly aging population by developing programs that address intergenerational needs, including family-friendly facilities, as well as age-friendly infrastructure and services.

Education and Workforce Development: Strengthen ties with local educational institutions and employers to attract and retain a skilled workforce, focusing on programs that bolster lifelong learning and career development.

Economic Opportunity and Small Business Support: To harness the city's affluence and professional talent, encourage entrepreneurial activity through small business incentives and culturally inclusive economic programs, supporting Bentonville's growth as a diverse, prosperous community.



Source: American Community Survey

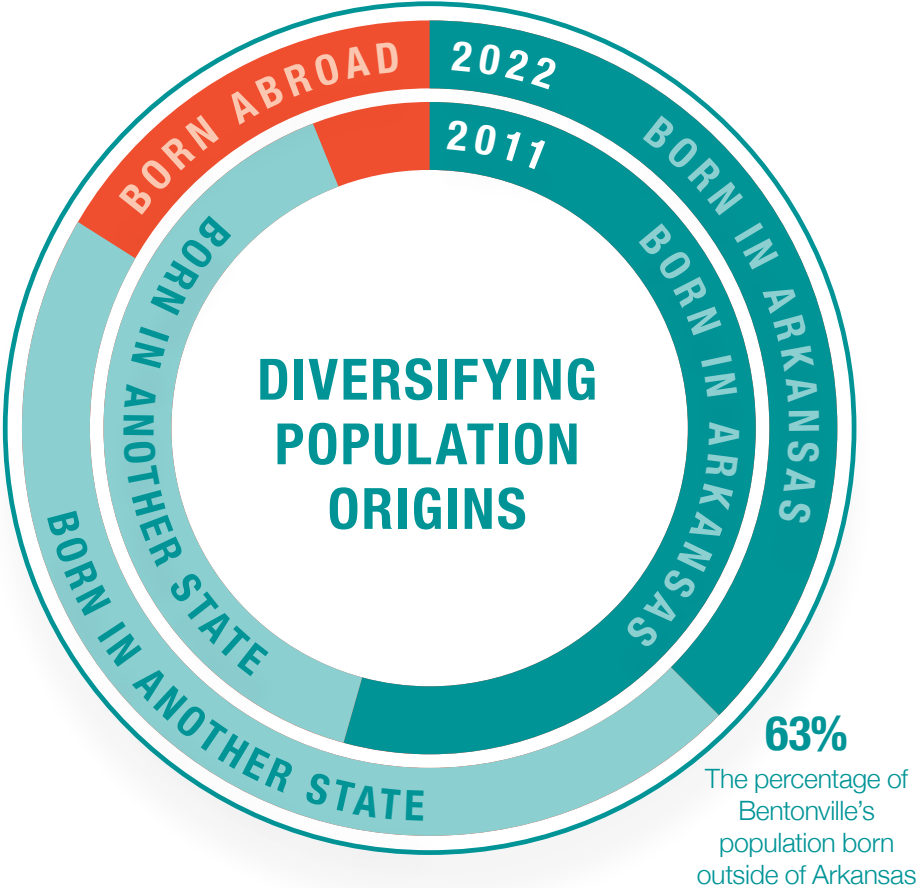
Origins of Foreign Born. According to the American Community Survey, the majority of foreign-born residents moving to Bentonville are from India, a proportion that has increased significantly over the past decade, rising from 38.7% in 2010 to 53.2% in 2021. In contrast, immigrants from Mexico represent a much smaller share and have been declining over time, dropping from 28.2% in 2010 to 11.9% in 2021. Other notable groups include immigrants from South and Central America (17.0% combined) and East Asia (11.7% combined), reflecting a growing diversity in Bentonville’s population.

This increased diversity includes both foreign-born individuals and those relocating from other U.S. states, collectively contributing to rising housing demand, shifting lifestyle preferences, and influencing city services such as parks and libraries. Together, these demographic changes are

reshaping Bentonville’s cultural and social landscape, underscoring the city’s need for responsive planning and community services.

Movement. According to IRS tax filing data, most new households migrating into Benton County each year are relocating from neighboring Washington County, with over 3,500 people moving annually between 2016 and 2020. When residents leave Benton County, they are just as likely to move back to Washington County as they are to other counties within Arkansas. Additionally, new residents

are arriving from neighboring states, particularly Texas, Missouri, and Oklahoma, each contributing approximately 1,000 to 1,500 people annually. International migration is also notable, with around 1,400 households moving from abroad. This influx of foreign-born residents has significantly enriched Bentonville’s diversity, adding to the area’s multi-cultural fabric.



Source: U.S. Census, LandUse USA

Race. Bentonville is more racially and ethnically diverse than the surrounding region. According to the 2022 American Community Survey, 67% of Bentonville’s population identifies as exclusively White or Caucasian, which is lower than the figures for Benton County (72%) and the State of Arkansas (73%). Additionally, just 5% of Bentonville’s residents report being Black, African American, or identifying as two races with one being White. While this is higher than Benton County’s average of 3%, it remains significantly below the state average of 16%.

In contrast, Bentonville has a notable Asian population, with 10% of residents identifying as Asian Indian and another 3% identifying with other Asian nationalities, totaling 15%. This combined percentage is particularly high compared to Benton County (5%) and the state average (3%).

Regarding ethnicity, 10% of Bentonville’s population identifies as Hispanic, Latino, or Latina, which is lower than Benton County’s rate of 17% but slightly higher than the state average of 8%. These statistics highlight Bentonville’s unique position within the broader demographic landscape of the region, showcasing its growing diversity.

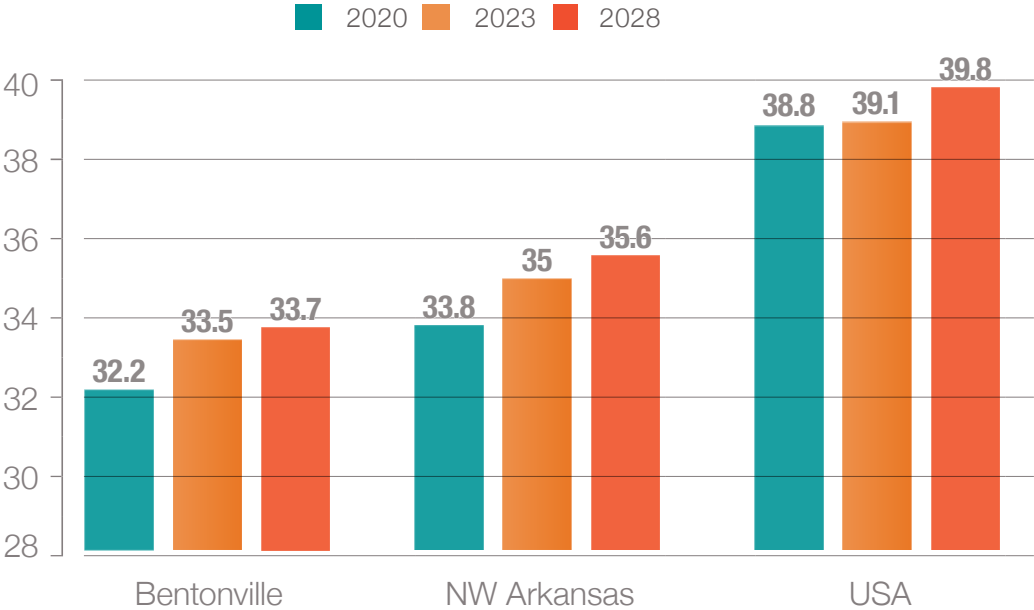
Age. Bentonville’s population is aging, yet it remains relatively young, with a median age of 33.5 in 2023, projected to rise only slightly to 33.7 by 2028. Compared to the broader region and the country, Bentonville is experiencing a slower aging process, indicating an increasing proportion of younger residents relative to both the region and the nation.

This demographic profile suggests a vibrant, working-age population with the potential for continued growth and economic development. However, it also highlights the need to address the demands of an aging population while catering to the preferences of young professionals and balancing housing services effectively. This dual focus can help ensure that Bentonville remains a dynamic community capable of meeting the diverse needs of its residents.

RACIAL DISTRIBUTION
(2017, 2020, 2023, 2028)



MEDIAN AGE OVER TIME

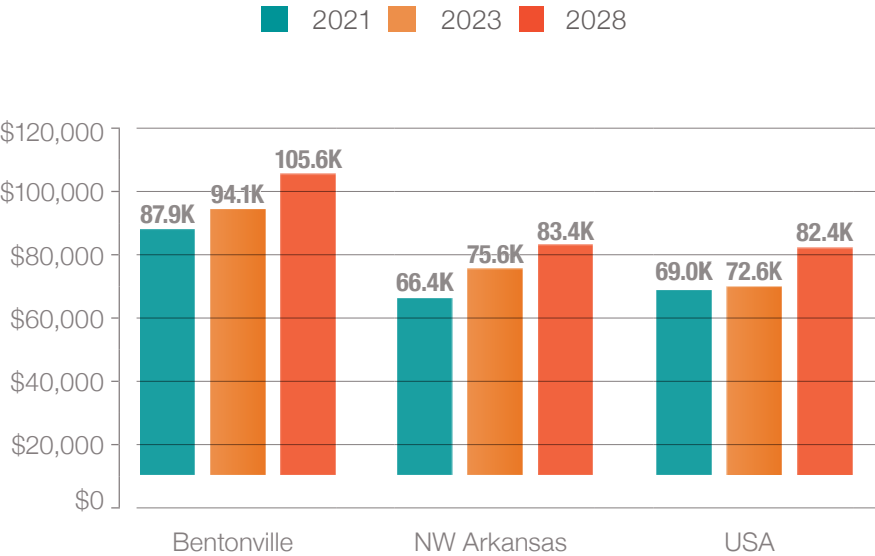


Source: U.S. Census, ESRI Business Analyst

Income. Incomes in Bentonville are on the rise, with households in the city demonstrating greater affluence compared to those in the surrounding region. As of 2023, the median household income in Bentonville is estimated to be \$94,100. By 2028, this figure is expected to increase by nearly \$11,500, reaching approximately \$105,600. This projected growth surpasses that of the region, where median household incomes are anticipated to rise from \$75,600 in 2023 to \$83,400 in 2028. In comparison, the national median household income was estimated at around \$74,580 in 2023, with projections suggesting an increase to approximately \$81,000 by 2028. This indicates that Bentonville's growth rate not only reflects local economic strength but also positions it as an attractive area relative to national trends.

Overall, these income trends underscore Bentonville's appeal as a desirable place to live and work, contributing to its growing reputation as a hub for economic activity and quality of life.

MEDIAN HOUSEHOLD INCOME

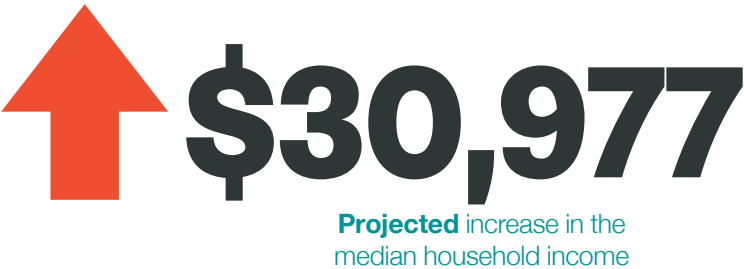


Source: U.S. Census, ESRI Business Analyst

GROWING AFFLUENCE (2017-2022)



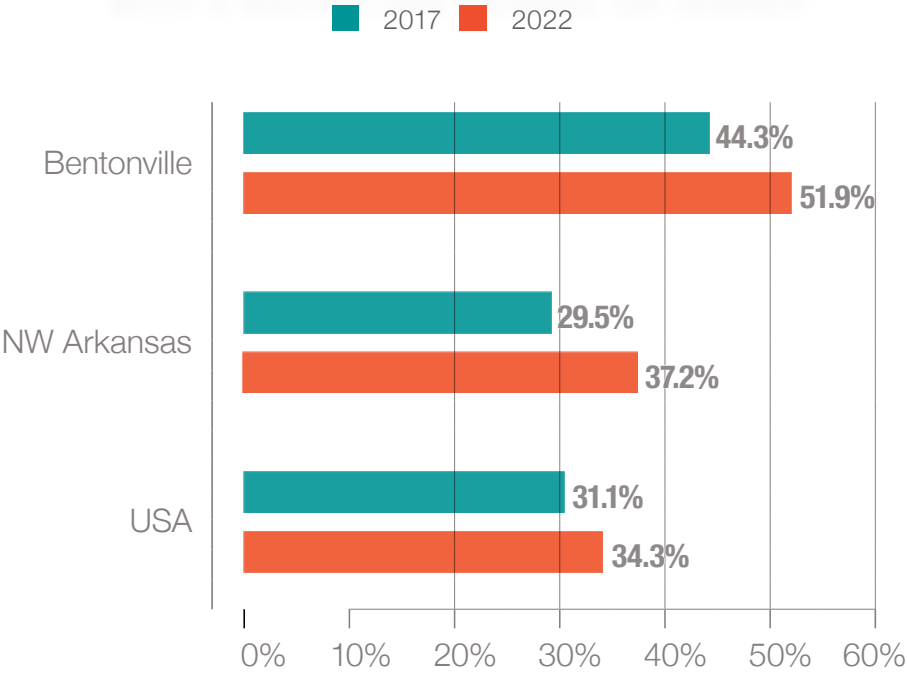
GROWING AFFLUENCE (2022-2030)



Source: American Community Survey

Education. Bentonville residents are notably well-educated. As of 2022, 51.9% of individuals over the age of 25 hold a bachelor's degree or higher, significantly surpassing both the regional average of 37.2% and the national average of 34.3%. This emphasis on education contributes to Bentonville's competitive edge, as it attracts affluent households and skilled professionals, further bolstering local businesses and services. Overall, Bentonville outpaces the broader Northwest Arkansas region in both income and educational attainment. This demographic advantage plays a critical role in driving economic growth and establishing the city as a desirable location for businesses and a skilled workforce.

PERCENTAGE OF POPULATION (25 YEARS.+) WITH A BACHELORS DEGREE OR HIGHER



Source: Houseal Lavigne Associates, ACS

HOUSING

CRITICAL HOUSING NEEDS

Bentonville's housing landscape, characterized by a modern stock mostly built between 1990 and 2019, currently reflects a strong emphasis on single-family homes, which make up 70% of all units. Multi-family housing constitutes only 27%, with duplexes at just 2%, which falls below the national average for multi-family units and may limit options for young residents or those seeking more affordable living arrangements. Additionally, the city has experienced rapid home value appreciation, with the median home price soaring from \$170,000 in 2010 to \$570,000 by 2024. This rapid price escalation indicates a housing market under high demand, with values projected to rise even further by 2028, potentially reaching \$750,000. With Bentonville's growth expected to surpass 30,000 housing units by 2030, there is an urgent need to expand housing diversity to meet the evolving preferences and needs of its growing population.

Addressing these conditions requires programs and policies encouraging change such as the following:

Diversify Housing Types

- **Expand Multi-Family Housing:** Encourage multi-family developments and townhomes to increase affordable housing options. This can support younger residents, those seeking rental options, and first-time homebuyers.
- **Incentivize Duplex and Townhome Construction:** Offering incentives for developers to build duplexes and townhomes will diversify the housing stock and provide affordable entry points in a competitive market.

Adopt Affordable Housing Policies

- **Through City Council or an Affordability Task Force** explore ways to counter rapid price growth and keep homeownership accessible, establishing and adopting policies to incentivize affordable housing.

Public-Private Partnerships

- **Partner with Developers for Mixed-Income Housing:** Collaborate with developers on

mixed-income housing projects to ensure affordable units are available within larger developments.

- **Leverage Nonprofits for Affordable Housing Solutions:** Partner with nonprofit housing organizations to create affordable rental and ownership opportunities, especially for essential workers.

Sustainable Growth:

- **Promote Walkable, High-Density Developments:** Align housing growth with broader city goals by focusing on transit-oriented, walkable developments, especially near employment centers and public amenities.

Data-Driven Approach to Short-Term Rentals

- **Implement a Short-Term Rental Monitoring Program:** Collect accurate data on short-term rentals and assess their impact on housing affordability and availability. This data can inform policies to regulate and manage these units without reducing long-term rental options.

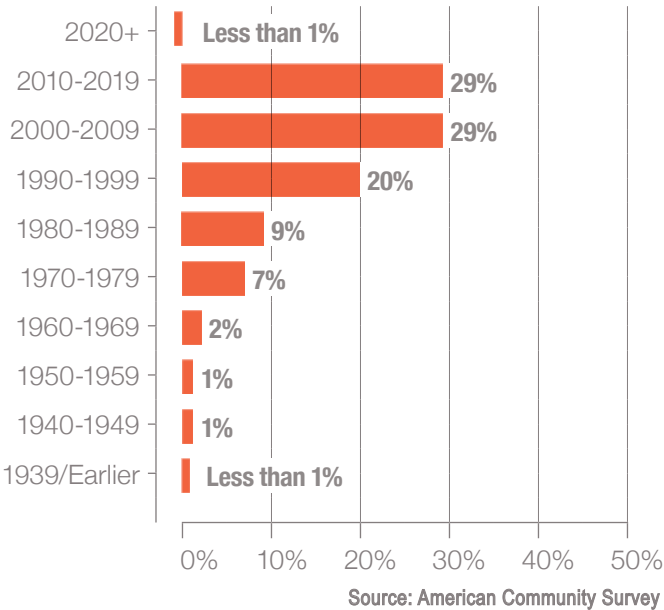
Units by Age. The majority of housing units in Bentonville were constructed between 1990 and 2019, with less than 20% built prior to 1980 and fewer than 1% added after 2020. This age distribution reflects a relatively modern housing stock, yet to accommodate projected population and household growth, Bentonville may need to focus on developing new housing options. This is particularly important given the rapid pace of growth in the region, which necessitates a proactive approach to housing development.

Units by Type. In Bentonville, 70% of housing units are single-family detached homes, 27% consist of multi-family units or townhomes, and only 2% are classified as duplexes. Nationally, the high share of single-family homes is also prominent but varies significantly by region. According to the U.S. Census Bureau, approximately 61% of all housing units in the United States are single-family homes, while multi-family units account for about 29% of the housing stock. Bentonville's ratio of single-family

homes is slightly above the national average. In contrast, many small and mid-sized cities across the country tend to have a higher percentage of multi-family housing, which is increasing in response to a growing demand for more affordable housing options.

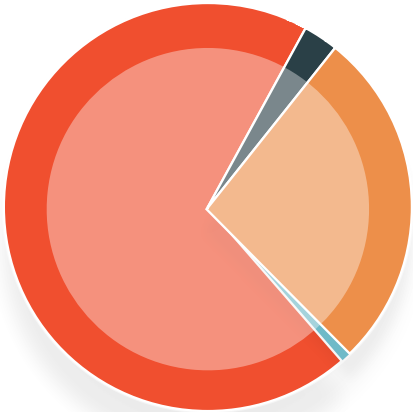
The shift towards more multi-family units and townhomes in many cities reflects broader trends in housing preferences, particularly among younger generations who prioritize walkability and proximity to amenities. In Bentonville, however, the relatively lower percentage of multi-family units suggests that while the city remains attractive for families, there may be a missed opportunity to accommodate younger residents and those looking for more affordable living arrangements. This imbalance underscores the need for Bentonville to diversify its housing options to meet the evolving demands of its growing population, aligning with national trends that increasingly favor a mix of housing types to support various lifestyles and economic backgrounds.

HOUSING UNITS BY AGE (1939-2021)



HOUSING TYPE (2019-2022 AVG.)

- SF Detached (70%)
- Multi-Family (27%)
- Two Units / Duplex (2%)
- Mobile Home (1%)



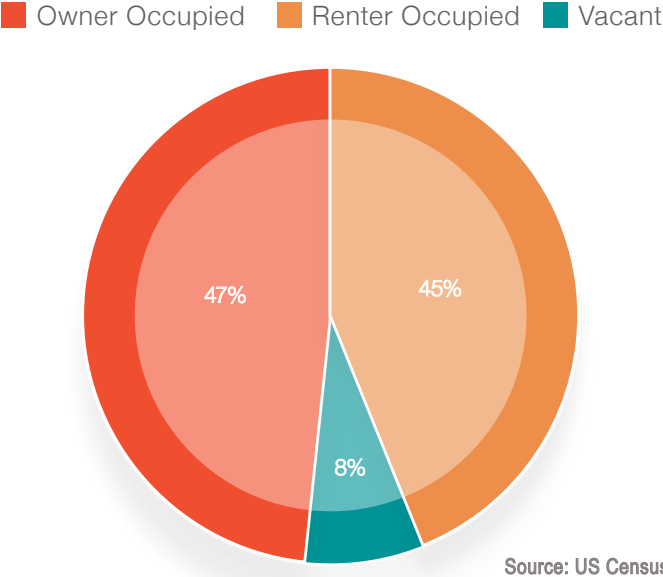
Units by Tenure. In Bentonville, approximately 47% of housing units are owner-occupied, while 45% are renter-occupied, and only 8% remain vacant. These figures indicate a relatively balanced housing market, with a slight preference for homeownership. Notably, the data does not account for short-term rentals, for which accurate local measurements are currently unavailable.

Comparatively, national trends reflect a different landscape in residential occupancy. According to the U.S. Census Bureau, the national average for owner-occupied housing units stands at around 65.4%, while rental occupancy accounts for approximately 34.6% of housing units. This suggests that Bentonville’s rental market is

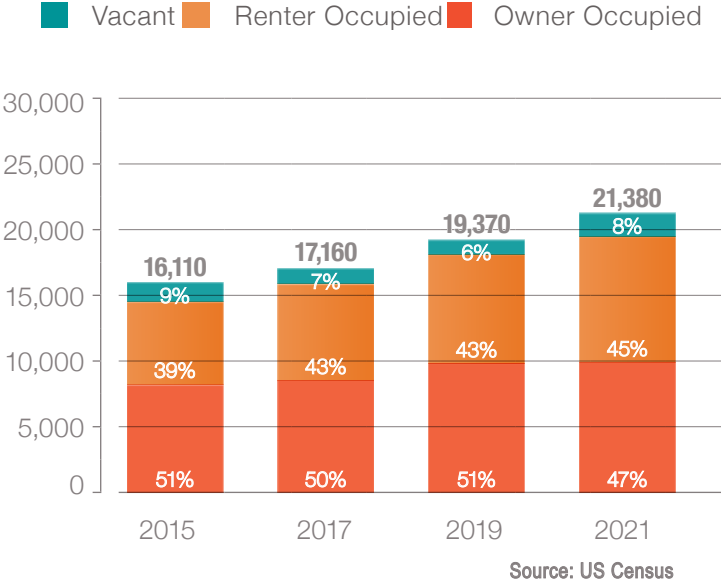
more pronounced than the national average, potentially indicating a greater demand for rental options, particularly among younger populations and those seeking flexible living arrangements. The lower vacancy rate in Bentonville may also reflect a strong demand for housing, further emphasizing the need for continued development to accommodate growth.

Overall, Bentonville’s occupancy statistics highlight the city’s appeal to both homeowners and renters, but they also suggest a potential opportunity for expanding housing diversity to meet evolving demographic needs, consistent with broader trends observed across the country.

HOUSING BY TENURE (2021)



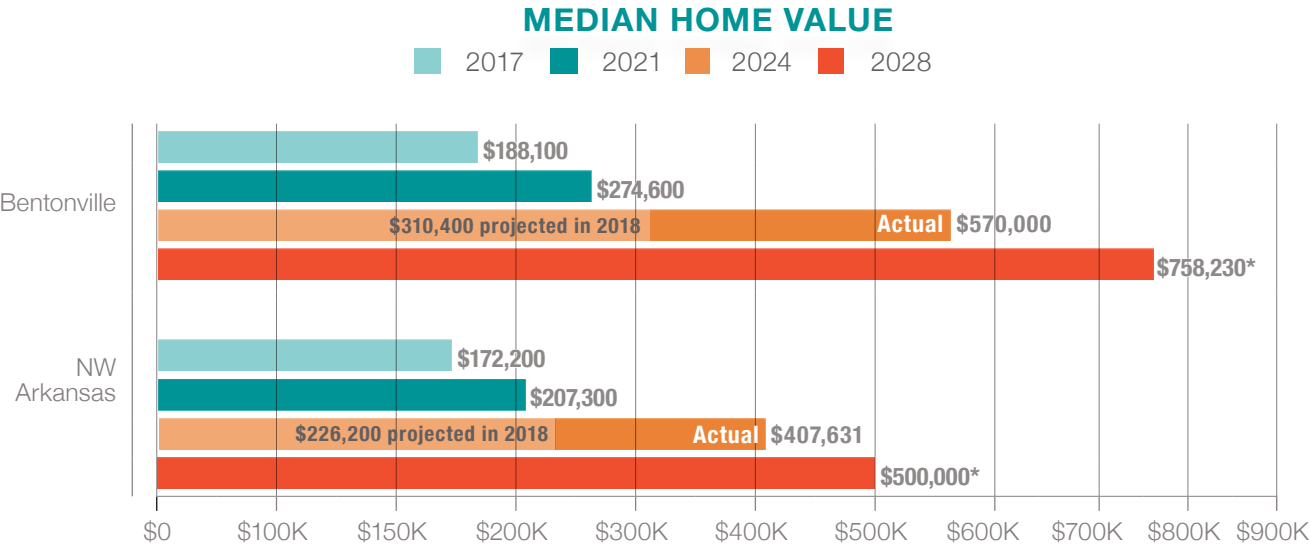
HOUSING UNITS BY OCCUPANCY



Median Home Value.

In Bentonville, the median home value for owner-occupied housing units surged from around \$170,000 in 2010 to \$274,600 by 2021. This rapid growth reflects Bentonville’s booming market, with property values climbing much faster than previously anticipated. By 2024, the median home value had reached \$570,000, significantly exceeding earlier estimates and underscoring the city’s high demand. Based on current trends, projections suggest that by 2028, the median home value in Bentonville could exceed \$750,000, driven by ongoing population growth, economic expansion, and limited housing supply.

Nationally, median home values have also seen consistent growth, although at a slower rate compared to Bentonville. As of early 2024, the U.S. median home price hovered around \$417,000, with markets in smaller cities and high-growth areas like Bentonville showing sharper increases due to demand outpacing supply . Many markets nationwide are responding to the dual pressures of limited housing inventory and heightened demand, particularly in regions experiencing economic and job growth. However, Bentonville’s accelerated price growth stands out, highlighting its appeal as an attractive, economically vibrant destination while reflecting broader national trends of appreciating home values.

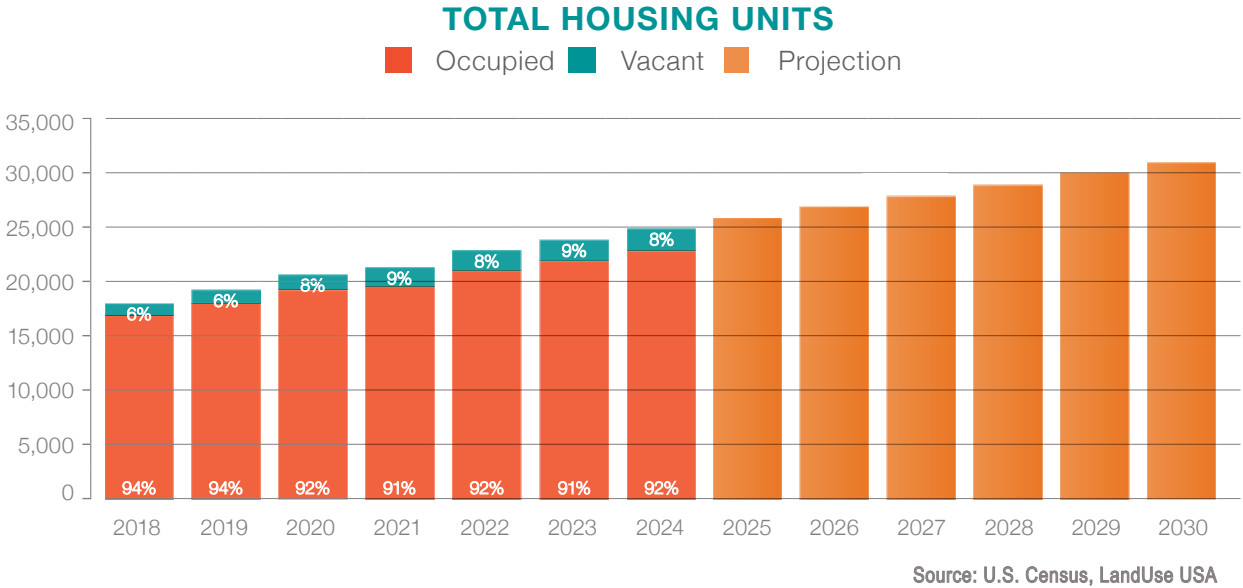


Source: Houseal Lavigne Associates, ACS, ESRI Business Analyst
*Most optimistic scenario

Total Housing Units.

Bentonville’s housing stock expanded significantly from over 13,000 units in 2010 to more than 20,000 units by 2020. With population and economic growth driving further demand, the city is on track to exceed 30,000 housing units by 2030 if growth continues at a similar pace. This trend reflects broader national housing dynamics where rising demand is fueling growth in both single-family and multi-family housing. Nationally, the percentage of multi-family units has been growing in response to

a shift in housing preferences, especially among younger generations seeking affordability, urban amenities, and more flexible living arrangements. Bentonville’s multi-family housing share, while traditionally stable, has also seen recent increases as local demand adapts to these broader lifestyle trends. This shift aligns with many U.S. markets, where multi-family developments are a key part of meeting diverse housing needs in growing cities.



DEVELOPMENT REPORT

Bentonville's housing market increasingly favors multi-family and townhomes, reflecting national trends driven by rising home prices and remote work. The commercial market also follows national patterns, focused on completing existing projects over initiating new development.

Residential Development.

Bentonville's housing market has shifted, with multi-family and townhome construction outpacing single-family development. In 2016, 549 single-family homes were permitted compared to 314 multi-family units. By 2018, single-family permits stayed steady at 487, while multi-family surged to 1,032. Although the pace slowed during the pandemic, multi-family permits rebounded to 585 in 2023. That year, total lots platted declined, with final plats down 12.5% and preliminary plats down 48.8%. Still, multi-family construction rose 67.4%, totaling 914 planned units, including 168 townhomes and 746 multi-family residences, compared to 322 single-family units. Bentonville's housing production continues prioritizing townhomes and multi-family housing, reflecting market demand.

Comparison to National Trends: Nationally, multi-family housing demand is growing, fueled by rising home prices, preferences for apartments, and the remote work trend. Bentonville reflects this shift to diversify housing options and address affordability challenges.

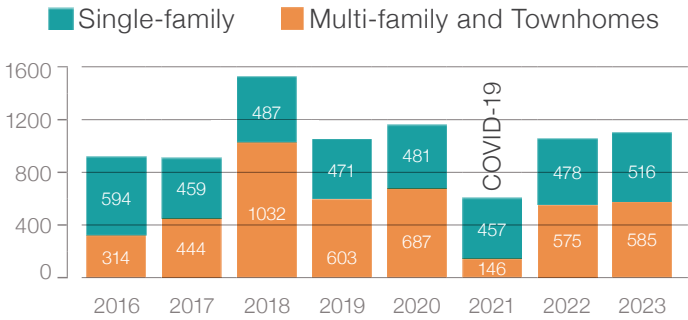
Commercial Development.

Bentonville's commercial sector showed mixed results in 2023. The city issued 156 commercial permits, a slight decline from 2022, but permit values dropped 41.9%, from \$493 million to \$286 million. Despite this, completed commercial projects rose 19%, showing a focus on finalizing developments. This shift underscores a move away from initiating large projects toward completing and upgrading existing spaces to meet demand.

Comparison to National Trends: Nationwide, commercial real estate saw similar patterns, with reduced new permit values due to economic uncertainties, rising interest rates, and declining demand for office spaces. Like other cities,

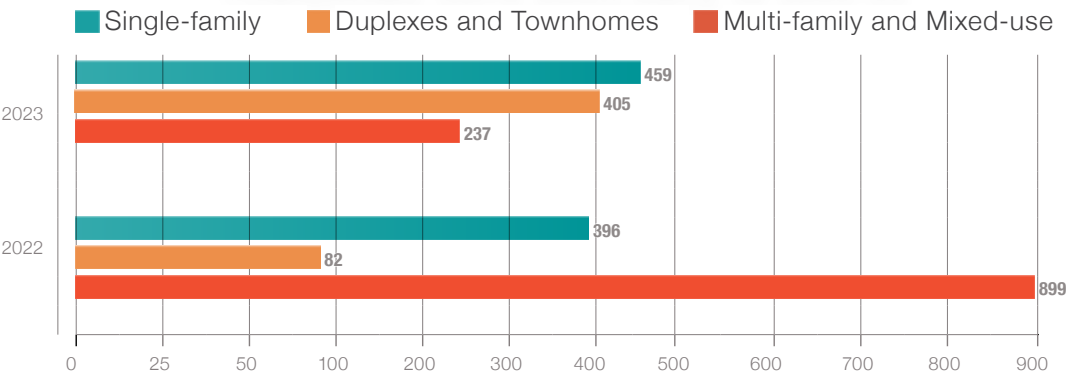
Bentonville's market emphasizes completing projects and enhancing infrastructure, reflecting a broader trend toward adaptable, efficient commercial development.

RESIDENTIAL UNITS BUILT



Source: City of Bentonville

TOWNHOME DATA AVAILABLE IN 2022-23



Source: City of Bentonville

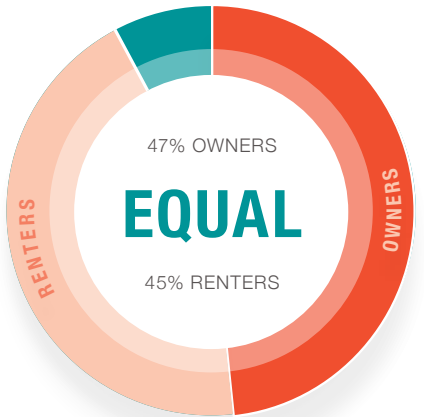
BALANCING SUPPLY AND DEMAND

Bentonville’s housing demand remains robust, with especially high interest in both single-family homes and apartments or condos from prospective renters and buyers. This demand reflects a diverse spectrum of housing needs in the community: some residents are attracted to the rural tranquility outside the city center, while others prefer the vibrancy of downtown. Similarly, some residents seek large homes with spacious yards, while others prioritize smaller, low-maintenance options. This range of preferences highlights the importance of a variety of housing options—both ownership and rental opportunities—to meet different lifestyle needs, economic circumstances, and personal preferences.

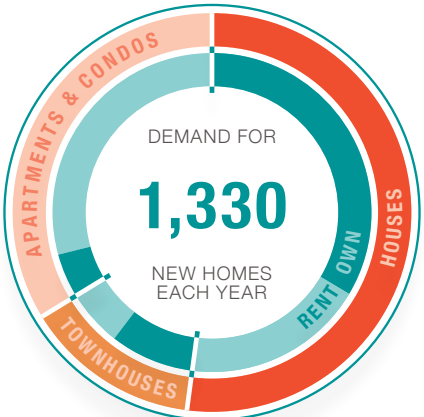
Providing a broad selection of housing supports a dynamic and inclusive economy that benefits from a mix of residents across backgrounds and life stages.

However, Bentonville’s housing supply has not kept pace with this growing demand, resulting in gaps that affect both renters and owners. The city’s current housing mix, dominated by single-family homes, does not fully align with demand: many renters occupy single-family homes due to limited apartment options, and prospective homeowners often face a shortage of townhomes and condos.

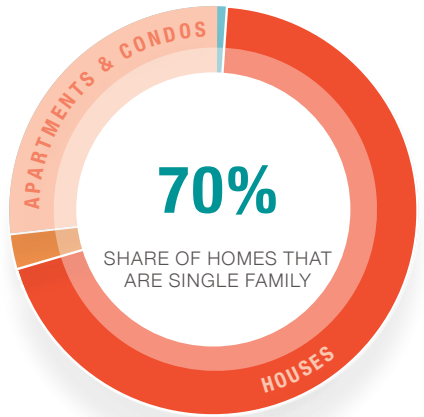
To better match demand, the city could benefit from increasing the supply of diverse housing types, including single-family homes, townhomes, apartments, and condos. This approach would promote a balanced market, allowing smaller households to avoid occupying larger homes and helping families find affordable space, which could help moderate housing costs across the city.



HOME OWNERSHIP RATE



NEW HOME POTENTIAL



EXISTING HOME SUPPLY

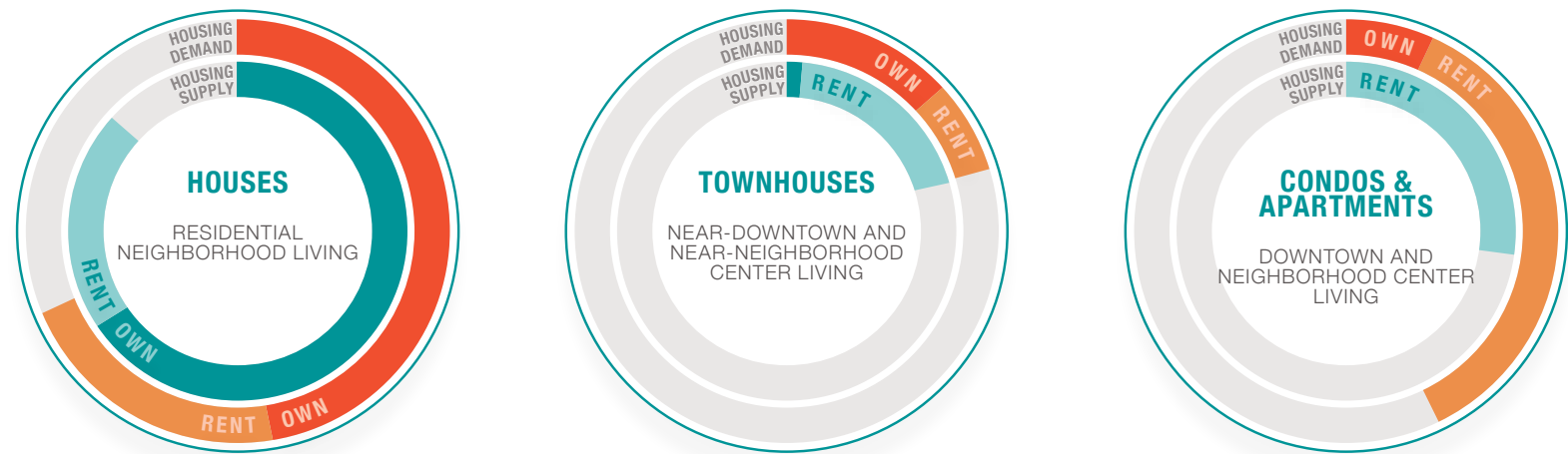
Source: LandUse USA

Single-Family Homes: Demand for all types of single-family homes is strong in Bentonville, and in a variety of settings. However, current housing production may over-saturate this segment over time. Adjusting new construction to include more condos, townhomes, and small homes near urban areas would help address shifting demands and support a broader mix of residents.

Townhomes: Townhome construction has largely kept up with demand, and demand for this type of housing is expected to remain steady. However, there are more townhomes available for rent than for sale, highlighting a gap in options for buyers. To sustain this demand, additional areas suited to townhome living—close to, but not in the middle of, vibrant activity centers—would enhance Bentonville’s offerings.

Apartments and Condos: Apartment availability is limited, with a high unmet demand for condo living as well. Increased construction of both apartments and condos is necessary to meet lifestyle preferences, especially for those who seek an active, low-maintenance urban environment. Along with new construction, developing more areas with a downtown-like atmosphere outside of the current downtown would support demand for apartment and condo living and provide more options for residents seeking a lively, connected community.

Community Plan. The plan guides housing growth toward a diverse mix of types and settings, from bustling urban areas to quiet neighborhoods. This balanced approach will help align the city’s housing market with demand, contributing to a vibrant, sustainable local economy and a well-served, thriving population.



SUPPLY AND DEMAND FOR HOMES BY TYPE AND OWNERSHIP

Source: LandUse USA

JOBS

Bentonville is a Regional Employment Hub

Bentonville is an anchor for Northwest Arkansas’s economy, supported by major corporations like Walmart, J.B. Hunt, and Tyson Foods. These companies attract talent and supplier networks, driving regional growth and fostering economic development. Building on this success, Bentonville aims to diversify its role as an employment hub by fostering new industries and reducing reliance on corporate anchors.

Economic Diversification and Workforce Growth

Bentonville is focused on attracting high-tech, advanced manufacturing, and logistics companies. The I-Street Corridor exemplifies this effort, creating opportunities to establish regional corporations that enhance long-term stability. Encouraging entrepreneurship and small business growth in tourism, retail, and hospitality bolsters economic resilience.

Partnerships with educational institutions and technical training programs will prepare residents for jobs in emerging industries. Supporting incubators, expanding workforce training, and investing in technology infrastructure strengthen Bentonville’s ability to attract forward-thinking companies and a skilled workforce.

Placemaking to Attract and Retain Talent

Placemaking is central to attracting and retaining talent. Cultural and recreational assets like Crystal Bridges Museum, a dynamic culinary scene, and world-class biking trails create an appealing urban lifestyle. Expanded parks, plazas, and public spaces enhance livability and foster community connection. Bentonville’s ability to offer vibrant cultural experiences recruits top talent and builds long-term commitment among residents and workers.

Housing and Infrastructure for Growth

Expanding diverse and affordable housing options encourages workers to live near their jobs, reducing congestion, improving environmental outcomes, and fostering stronger community ties. Investing in transit, bike networks, and road improvements ensures accessibility for residents and visitors, supporting sustainable growth and reducing strain on infrastructure.

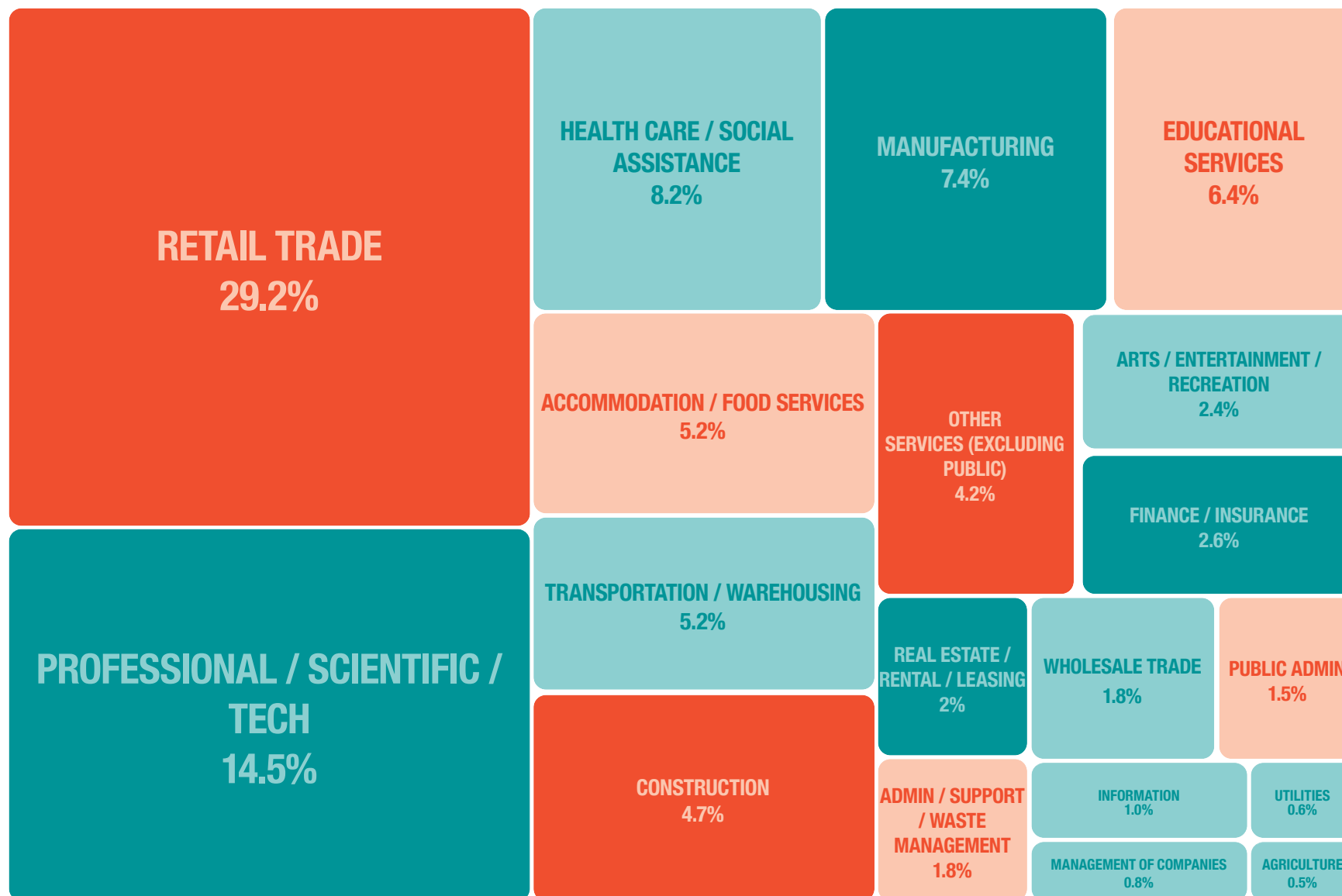
Leadership and Innovation

Bentonville drives business growth by supporting startups, public-private partnerships, and incentives for emerging industries. Balancing its corporate strengths with new industries enables a dynamic, sustainable, and inclusive economic future for Bentonville and the Northwest Arkansas region.

EMPLOYMENT BY INDUSTRY (2023)

Industry	30,966	100%
Retail Trade	9,044	29.2%
Professional/Scientific/Tech	4,495	14.5%
Health Care/Social Assistance	2,552	8.2%
Manufacturing	2,279	7.4%
Educational Services	1,982	6.4%
Transportation/Warehousing	1,616	5.2%
Accommodation/Food Services	1,605	5.2%
Construction	1,465	4.7%
Other Services (Excluding Public)	1,293	4.2%
Finance/Insurance	800	2.6%
Arts/Entertainment/Recreation	754	2.4%
Real Estate/Rental/Leasing	630	2.0%
Wholesale Trade	548	1.8%
Admin/Support/Waste Management	556	1.8%
Public Administration	468	1.5%
Information	295	1.0%
Management of Companies	261	0.8%
Utilities	171	0.6%
Agriculture/Forestry/Fishing	151	0.5%
Mining/Quarrying/Oil & Gas	1	0.0%

Source: ESRI Business Analyst



COMMUNITY OUTREACH

2024 UPDATE

In 2024, the City of Bentonville embarked on Plan Bentonville, an expansive process to reaffirm and fine-tune the community input received during development of 2018's Community Plan, and to leverage those contributions in the creation of a Future Land Use Map (FLUM).

Launch of www.planbentonville.com in the fall of 2023 marked the start of what's become the most extensive community planning process in Bentonville history, with over 11,000 unique visitors to the project website viewing nearly 36,000

pages of news and information.

Throughout the process, the Bentonville community was tasked with sharing input and insights, assessing ideas, and providing feedback to help fine-tune emerging proposals.

Opportunities were promoted across all city communications channels, including banners, flyers and posters, emails, newsletters, press releases, promotional give-aways, and tens of thousands of views on social media.

Along the way, residents and other community stakeholders engaged directly with the process through:

- Project website
- City department head meetings
- City Council and Planning Commission presentations and updates
- Technical Advisory Committee meetings
- Open houses



- Surveys
- Stakeholder interviews
- Pop-up sessions
- One-on-one interactions with city staff
- Online review of work-in-progress

During 15 hours of community meetings, 22 hours of pop-ups, and 33 hours on one-on-one interviews and conversations, nearly 1,300 people turned out to contribute. 2,100 more completed surveys. And nearly 1,200 people helped fine-tune the draft Future Land Use Map with nuanced perspectives on individual parcels.

The first phase of outreach and community engagement occurred leading up to and including Design Week — six days of growth-related community input, February 24-29, with an on-site design team making real-time revisions to their work-in-progress.

That input fueled a subsequent round of recommendations and proposals subjected to community review and comment a second time in July and August. Over the course of two weeks, residents and other stakeholders were engaged through a series of open houses, pop-up booths, and one-on-one conversations with city staff.

Finally, recommendations on how to better regulate land development, together with a draft of the Future Land Use map, were posted online in an interactive Story Map. Over 9,700 visitors reviewed the materials with nearly 1,200 parcel-level comments

provided.

Participation throughout the process reflected a wide diversity of Bentonville residents sharing all manner of viewpoints: lifelong residents, new residents, elected officials, Planning Commission, State Representatives, county judges, Board of Adjustments, affordable housing advocates and providers, schools administration, Walmart Active Mobility, small entrepreneurs, builders/developers, banks, grassroots conservatives, social services providers, the local Indian community, accessibility advocates, and Downtown area neighbors.

The Plan Bentonville process was an illuminating exercise in what's possible when the community takes an active role in determining its future. Taken collectively, the contributions made were instrumental in shaping the Bentonville Future Land Use Plan and setting the foundation for a future zoning code update to align with and entitle its vision.



1,272

residents engaged in-person via open houses, pop-up events, and staff office hours

33

hours of
1-on-1 conversations
expressing a wide range of
perspectives on growth

22

hours of
pop-up events
in popular destinations
spread across town

2,095

community surveys completed

15

hours of
in-person meetings
Public open houses and
topic-specific discussions
with local officials in
infrastructure, utilities, land
use, transportation and
economic development

11,428

unique website visitors
viewing 35,780 pages

9,767

views of place type StoryMap overview

Viewpoints represented:

Lifelong residents, new residents, elected officials, Planning Commission, State Representatives, County Judge, Board of Adjustments, affordable housing advocates and providers, schools administration, Walmart Active Mobility, small entrepreneurs, builders/developers, banks, grassroots conservatives, social services, Indian community, accessibility advocates, and downtown area neighbors

1,169

parcel-level comments on interactive Future Land Use Map

Social media advertising



332,446 impressions, 100,577 viewers reached, 53,422 engagements, 265 likes, 287 comments, and 87 shares

BENTONVILLE SPEAKS

Throughout the engagement for Plan Bentonville, several key themes have resonated deeply with the community:

1. Mixed-Use and Walkability

Strong support emerged for walkable, mixed-use neighborhoods that blend residential, commercial, and recreational spaces. The community values places where people can live, work, and play within walking or biking distance, reducing car dependency.

2. Compact Development for Economic and Environmental Benefits Participants emphasized the need for compact, higher-density development to preserve natural lands, support local businesses, and optimize infrastructure. This approach aligns with economic benefits of walkability and environmental sustainability.

3. Preservation of Natural and Rural Areas

The community expressed a strong desire to preserve Bentonville's natural and rural areas, especially around its outskirts, while focusing development inward. Limit lower density, dispersed development patterns to protect green spaces and agricultural land.

4. Preservation of Current Single Family

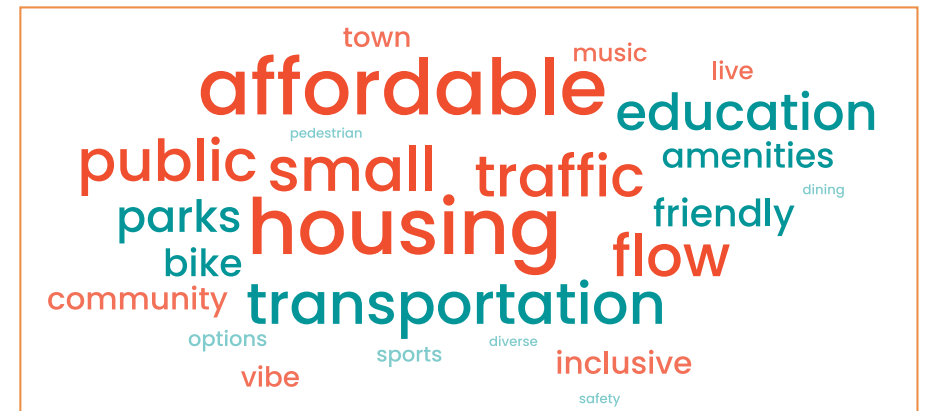
Many residents wish to protect existing single-family neighborhoods while supporting diverse housing growth in new parts of the city.



WHAT DO YOU LOVE ABOUT BENTONVILLE?



WHAT WOULD MAKE BENTONVILLE EVEN BETTER?



Affordable housing and a range of housing options were top concerns, with participants urging more diverse housing types (like townhomes, apartments, and small lot single-family homes) to meet the needs of a growing population across different income levels and life stages.

Feedback consistently highlighted the need for a more connected transportation network that supports various modes—walking, biking, transit, and cars — and emphasizes multi-modal corridors and connecting neighborhoods to key destinations.

Bentonville residents value the town's unique character, and they want new development to

8. Sustainable Infrastructure and Resilience

Community members expressed a forward-thinking perspective on resilience, advocating for infrastructure that supports sustainable water and energy use, stormwater management, and resilient building practices.

In making itself heard, the Bentonville community is ensuring that its future growth aligns with a collective vision for a balanced, vibrant, and sustainable city.

[illegible]

issues
 loss
 local
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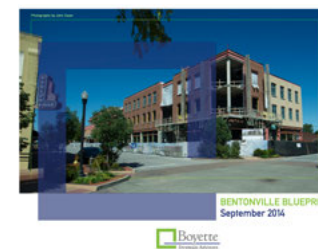
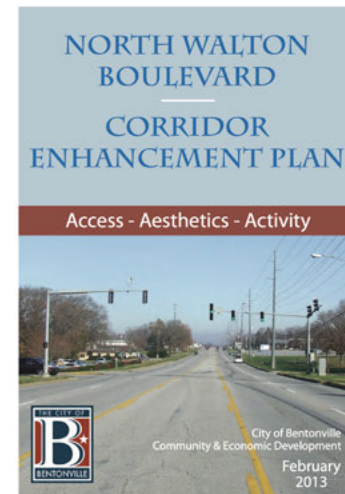
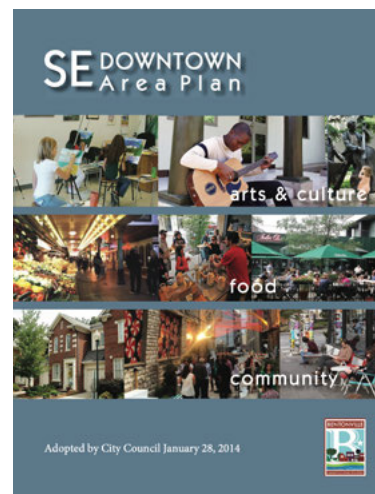
PAST PLANS AND STUDIES

As the Community Plan was developed, a review process took place to analyze a series of plans and studies covering multiple aspects of community life including: Downtown Development, Parks and Recreation, Greenways and Natural Resources, Economic Development and Land Use, Infrastructure and Transportation, and Bicycle and Pedestrian Mobility. Additional one-on-one interviews were conducted with key staff from various city departments, further informing the city's current programs and initiatives, as well as emerging needs and opportunities.

The plan studies reviewed include:

- City of Bentonville - Downtown Bentonville Master Plan (2004)
- City of Bentonville - General Plan (2007)
- City of Bentonville - Parks and Recreation Master Plan (2007)
- City of Bentonville - Master Street Plan (2021)
- Walton Family Foundation - Northwest Arkansas Greenway Design Study (2010)
- City of Bentonville - North Walton Boulevard Corridor Enhancement Plan (2013)

- City of Bentonville - Bentonville Blueprint (2014)
- City of Bentonville - SE Downtown Area Plan (2014)
- Bentonville Schools 10-Year Plan (2022)
- Connecting Bentonville - Bentonville Bike and Pedestrian Master Plan (2021)
- Northwest Arkansas Regional Planning Commission - Transportation Alternatives Analysis Study (2015)
- Northwest Arkansas Open Space Plan (2016)
- City Wide Traffic Study (2014)
- ARDOT - Arkansas Department of Transportation - Annual Report (2023)
- Bentonville Community Plan - Public Input (2018)



PUBLIC INPUT TO THE 2018 COMMUNITY PLAN

Public outreach and community engagement is part of the foundation for comprehensive planning. It is essential. Throughout the planning process, the Bentonville community was asked to provide important input, feedback, and insight into the community, regarding the issues, opportunities, priorities, and aspirations for the next several years. This input and community stewardship helped shape the Bentonville Community Plan. Community residents and stakeholders were engaged throughout the process and given several opportunities to let their voice be heard.

In total, over 1,700 participants (4% of population) generated thousands of comments, ideas, and insights for consideration. Accounting for unique visits to the project website, roughly 25% of the population had awareness or involvement in the planning

process. Outreach included face-to-face engagement as well as extensive online engagement, and included small group, one-on-one, and large group settings.

A detailed list and summary of all outreach activities and feedback is included in the Existing Conditions Report, on file with the Community and Economic Development Department. This level of interest and involvement was pivotal in creating a responsive, detailed, and effective plan for the Bentonville community.

Outreach activities undertaken as part of the planning process included:

- City department head meetings
- City Council workshops and updates
- Planning Commission workshops and updates
- Comprehensive Plan Advisory

Committee (CPAC) meetings and workshops

- Community workshops
- Business workshops
- Public comment cards
- Stakeholder interviews
- Student workshops
- Developer and property owner workshop
- Community visioning workshop
- An interactive project website that included online questionnaires for residents and businesses, a student/teacher portal, and map, social, an online community mapping tool.



Collectively, the community outreach and feedback identified a wide range of issues considered most important to residents and stakeholders. While thousands of issues, concerns, priorities, and aspirations were identified by participants throughout the process, several areas/categories of concern rose to the top as being the issues most frequently identified by stakeholders.

Land Use Development.

- There are barriers preventing the development of affordable housing, which is becoming a bigger need in Bentonville. There is also a need for senior housing and workforce housing, and there ought to be more neighborhoods with a mix of housing types.
- Neighborhoods around the Downtown should be allowed to transform into denser areas.
- Zoning regulations and procedures need to be aligned with development and more flexible.

- There is concern over rapid growth and sprawling development. Growth ought to be more sustainable, including natural preservation, solar farms on vacant land, and awareness of open space and environmental issues.
- Infrastructure is aging, especially in the city's older neighborhoods and downtown, where drainage is an issue.
- The Bella Vista Lake represents an opportunity for new recreation. The dam ought to be made safer.
- Downtown lacks affordable retail space.
- There is a need for additional entertainment and recreation venues.

Transportation and Mobility.

- Downtown connectivity, congestion, and parking is an issue. Parking decks are needed to support businesses.
- Walmart employee traffic creates congestion in the southern portion

of Downtown, employee schedules ought to be staggered.

- Traffic signals should use technology to manage traffic better.
- Better public transportation is needed, including an expanded bus system and a shuttle to Downtown.
- Pedestrian improvements or roundabouts should be installed at key intersections.
- The bike network should be expanded and cyclists should have access to education and awareness programs.
- Neighborhoods need better infrastructure, including curb and gutter, lights, and sidewalks.
- Airfare to XNA is not affordable.



Economic Development.

- The economy needs to be more diverse and not rely on one employer or sector.
- We need to work to retain existing businesses and not just worry about new businesses.
- The City should have a low-cost business registration program as a way of having better information about what types of activities are going on.
- There ought to be a regional training program for small businesses.
- Tourism and hospitality are important aspects of the future economy.

Image and Identity.

- Bentonville needs a strong and distinctive identity to distinguish it from other parts of the region.
- There is a need for incentives to get the Arts District fully developed.
- We need to preserve historic buildings and balance the small-town past with a bigger future.
- Preserve Central Avenue as a historic corridor.
- Walton Boulevard needs to be beautified through streetscaping and new development.
- Bentonville should continue to be a very welcoming and diverse community.
- Zoning should not over-regulate design, but rather allow appropriate flexibility to

Health, Safety, and Education.

- There is concern over the disparity in the quality of schools in different parts of the community.
- The Library is running out of space as the population grows and demand for meeting spaces increases.
- The City should offer better recycling systems and provide greater awareness for residents, businesses, and students.
- There are certain groups in Bentonville, such as seniors with disabilities, who need better services.
- Residents need better local health care services and preventative health information



4

LAND USE and STRATEGIC GROWTH

AT A GLANCE

Existing Land Use

Municipal Budget

The Cost of Growth

Strategic Growth Areas

Future Land Use Plan

Future Land Use and Zoning

Place Types

Getting Around Bentonville

Bentonville's projected population growth and land needs will drive demands for transportation, infrastructure, open space, and community services.

This chapter outlines a vision for responsible growth, building on Bentonville's history of growth and charting the course to be both a great place to live and be fiscally responsible.

The Future Land Use Plan aims to create a more livable, desirable, and fiscally sustainable community with the following key objectives:

- Optimize for market-based development.
- Grow in a fiscally responsive manner
- Enhance community character and cohesion.
- Guide strategic investment.
- Strengthen a sense of place.

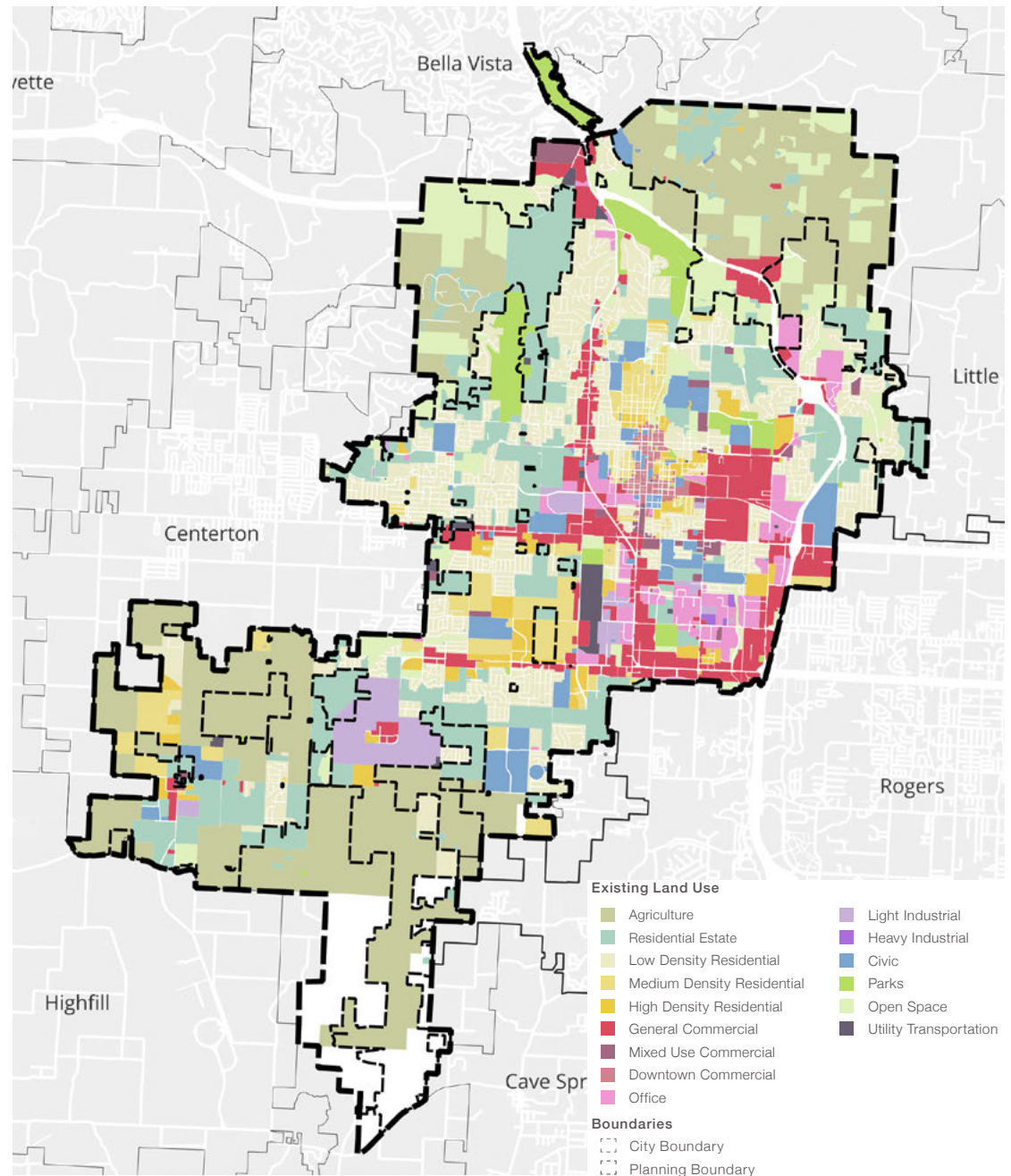
Through Place Types, the Plan focuses on how the character of future growth can create places - neighborhoods, centers of activity, and the connections between - distributed in a manner that provides opportunity throughout the city. Most existing areas are not planned for growth, rather to preserve their current character. A balance between growth and preservation is necessary to achieve the Plan's key objectives.

EXISTING LAND USE

Bentonville's land use represents a blend of planned initiatives and organic growth, creating a vibrant yet uneven urban environment. The city's commercial development is largely concentrated along major arterial roads, resulting in vehicle-dependent corridors with limited walkability. Meanwhile, residential growth has been fragmented, with suburban neighborhoods often isolated due to insufficient street connectivity. This disconnection challenges cohesive community development and makes it difficult for the city to accommodate future growth effectively.

Downtown Bentonville has evolved into a thriving cultural and economic hub, attracting visitors with its diverse dining, arts, and entertainment options. While this revitalization has bolstered the city's core, it has also led to an over-concentration of activity downtown compared to other parts of the city. Combined with a lack of housing options to meet growing demand, many workers are forced to live farther from their jobs, increasing traffic congestion and placing strain on infrastructure and quality of life.

To sustain growth, Bentonville must prioritize balanced land use policies that promote housing availability across all income levels, enhance neighborhood connectivity, and diversify economic and cultural activity beyond the downtown core. These measures are crucial to alleviating congestion, supporting the growing workforce, and fostering a more integrated



urban environment. The completion of Walmart’s new headquarters highlights Bentonville’s role as a corporate center, while ongoing efforts to attract additional industries to the I-Street Corridor further enhance the city’s economic prospects.

However, development has spread beyond downtown, particularly in the southwestern quadrant, where growth is outpacing infrastructure capacities such as roads and sewer systems. While philanthropic investments in parks, trails, and cultural sites have increased Bentonville’s recreational and social appeal, the concentration of these amenities around downtown has resulted in a lack of similar resources in newer, outlying neighborhoods. This has led to heightened demand for the city center as Bentonville’s primary social and entertainment hub.

Expanding peripheral areas and improving connectivity are essential to alleviating pressure on the downtown core. Increased traffic congestion, particularly along routes like 14th Street from Centerton, can be mitigated by improving infrastructure and addressing low-density commercial and industrial areas through redevelopment. While the 2018 Community Plan prioritized infill development, Bentonville’s expansion has encompassed both infill and peripheral growth. The updated Community Plan aims to balance residential and commercial development across the city, address connectivity challenges, and support expansion that relieves pressure on the downtown area, creating a more sustainable and accessible Bentonville for all residents.

MUNICIPAL BUDGET

Managing Growth for Fiscal Sustainability

Operating Bentonville in 2024 costs approximately \$16,824 per developed acre, a figure that will rise with continued growth. The \$209 million budget funds critical services like public safety, infrastructure, parks, and utilities. However, existing revenue streams—sales taxes, property taxes, utility fees, and impact fees—are insufficient to address current and future demands, such as:

- Expanding water, sewer, and power capacity.
- Alleviating traffic congestion and supporting active transportation.
- Addressing regional stormwater challenges.
- Funding additional parks and community amenities.

Bentonville’s long-term fiscal sustainability hinges on managing growth and land use efficiently to support services without overburdening the budget. Historically, subsidizing low-density residential growth with infrastructure investments—roads, sewers, parks, and schools—has stretched resources thin. These patterns assume residential developments cannot pay their way and rely on sales tax contributions. In contrast, townhomes, mixed-use, multi-family housing, and commercial developments typically contribute more

than they consume in resources, offering a path to bridge funding gaps.

As the city prepares for substantial population growth, the current trajectory of subsidized low-density expansion is unsustainable. To ensure a fiscally resilient future, Bentonville must adopt strategies to balance land uses, support self-sustaining growth, and generate surplus revenue to fund unmet needs.



Source: City of Bentonville

Fiscal Strategies for Sustainable Growth

1. Prioritize Balanced Land Use

Encourage diverse development types that contribute positively to the budget. Mixed-use, commercial, and denser residential developments offer higher returns per acre and reduce per capita service costs compared to traditional suburban growth patterns.

2. Ensure Growth Pays Its Way

Rather than burdening new developments with excessive fees that could deter growth, focus on policies that align development with its fiscal contributions. Growth within existing infrastructure areas should be prioritized, as it minimizes costs compared to expanding into undeveloped areas. Development fees may be necessary but they are secondary to both the location and net contributions of new growth.

3. Align Housing Policies With Fiscal Needs

Promote denser housing forms like multi-family units and townhomes to reduce infrastructure costs while increasing property tax revenues. Addressing the housing shortage will also reduce traffic congestion by enabling workers to live closer to jobs, lowering strain on roads and utilities.

4. Invest in Cost-Effective Transportation

Expand active transportation networks, including bike paths and sidewalks, to lower road maintenance costs and reduce reliance on single-occupancy vehicles. Transit-oriented development can enhance accessibility while improving fiscal performance.

5. Leverage Parks and Recreation as Economic Drivers

Strategically invest in parks and trails to boost property values in underutilized areas and attract tourism. Recreation amenities can stimulate

secondary economic activity, contributing to the city's budget.

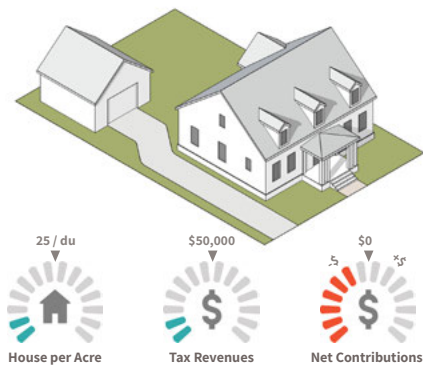
6. Embrace Economic Diversification

Attract high-value industries like technology, advanced manufacturing, and logistics to increase commercial tax revenues. Supporting small businesses further diversifies the tax base, enhancing economic resilience.

By focusing on fiscally sustainable growth and land use practices, Bentonville can address the financial challenges of expansion, reduce reliance on inefficient development patterns, and invest in services that enhance the quality of life for residents. This approach will position Bentonville to remain a thriving, well-resourced community.

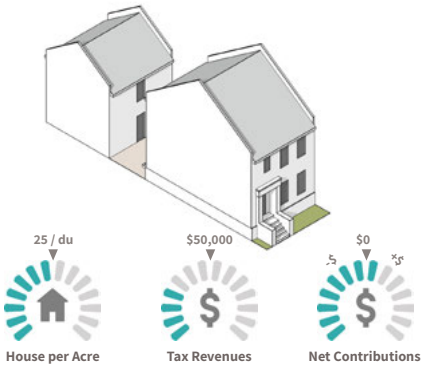
DETACHED HOUSE ON A MEDIUM PROPERTY

Average property size of 6,000 sq. ft.



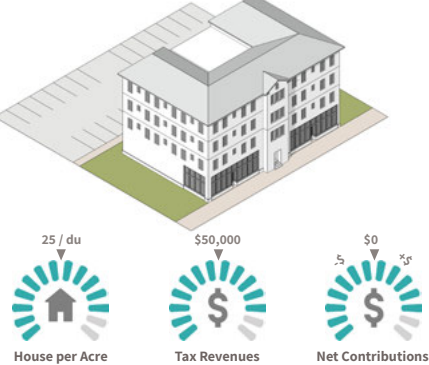
TOWNHOUSE ON A SMALL PROPERTY

Average property size of 2,000 sq. ft.



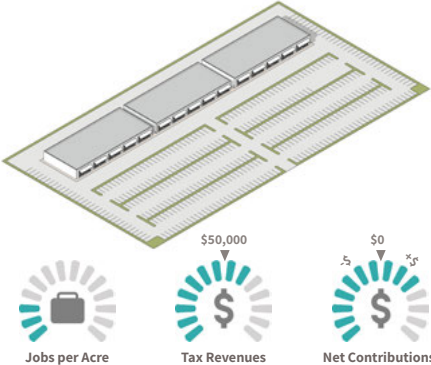
MIXED-USE RESIDENTIAL (4 STORIES)

Average property size of 22,000 sq. ft.



STRIP COMMERCIAL

Average property size of 260,000 sq. ft.



THE COST OF GROWTH

Bentonville's growth strategy must weigh the cost implications of various densities, balancing community character, fiscal sustainability, and land use efficiency. Growth patterns will significantly influence infrastructure costs, land consumption, and the city's long-term financial health. A thoughtful approach is essential to manage the trade-offs between outward expansion and higher-density development while preserving Bentonville's quality of life.

Infrastructure Costs and Land Consumption

Bentonville's current average density of 2.5 homes per acre is financially unsustainable for future growth. Expanding at nearly double this density at 4 homes per acre would require \$1.6 billion to develop 1,896 miles of infrastructure, consuming all available land and an additional 16,413 acres beyond the city's limits. This outward growth drives up infrastructure costs, disrupts rural character, and exacerbates traffic congestion as people commute longer distances.

By contrast:

- 16 Homes per Acre:** Requires \$407 million for 474 miles of infrastructure, leaving 2,329 acres undeveloped.
- 12 Homes per Acre:** Costs \$543 million for 632 miles of infrastructure, leaving 246 acres undeveloped.

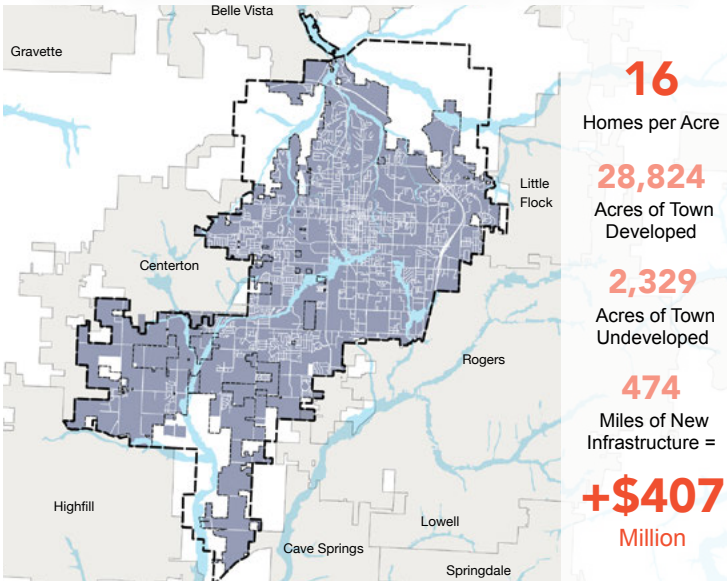
•**8 Homes per Acre:** Increases costs to \$815 million for 948 miles of infrastructure, requiring an additional 3,919 acres beyond current city limits.

Moderate densities—such as 8-12 homes per acre—balance infrastructure efficiency with housing diversity, offering a path to accommodate growth while reducing land consumption and fiscal strain.

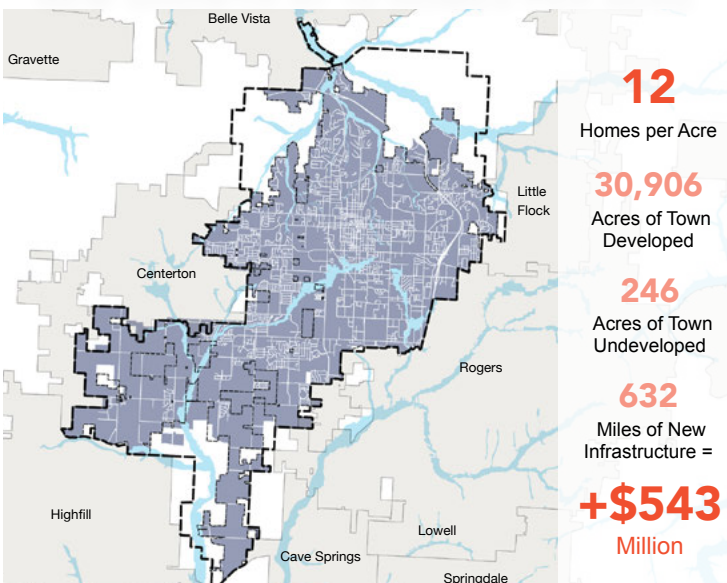
The Fiscal and Land Use Case for Moderate Density

Moderate-density development provides a fiscally responsible approach, reducing infrastructure costs per household while preserving rural land and character. Higher-density housing options like townhomes, duplexes, and apartments typically contribute more in property tax revenue relative to their infrastructure demands. This supports the city's long-term financial stability while meeting diverse housing needs. Accommodating moderate densities also includes single family homes on small, moderate, and large lots alongside townhomes and other higher-density options. This moderate, blended density can meet the demand present in the housing market and also provide a solid fiscal foundation for city finances.

NEW GROWTH AT 16 HOMES PER ACRE



NEW GROWTH AT 12 HOMES PER ACRE



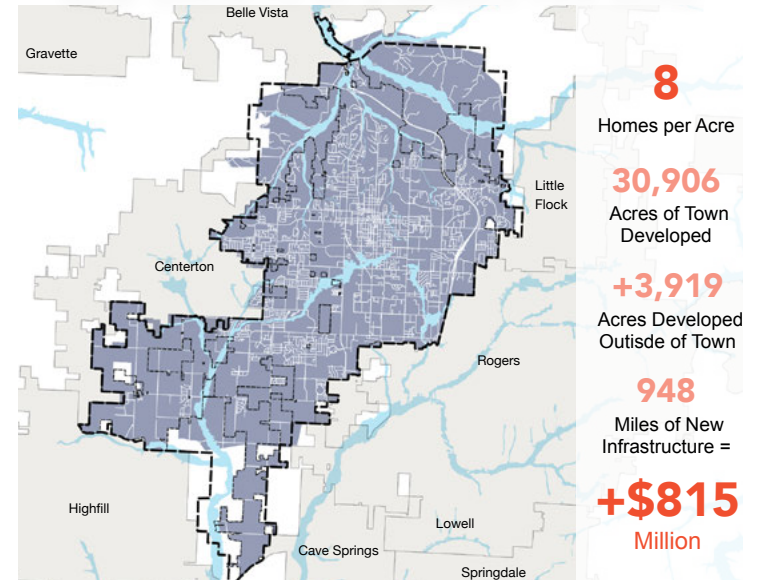
Growth and Fiscal Sustainability Strategies

- 1. Optimize Land Use for Cost Efficiency:** Encourage densities that balance housing supply and infrastructure costs, reducing the need for extensive outward growth.
- 2. Preserve Rural and Natural Areas:** Limit low-density growth to protect rural land and agricultural spaces, conserving the character of Bentonville's surrounding areas.
- 3. Grow Compactly:** Promote walkable, connected neighborhoods with a mix of housing types that require less extensive infrastructure.
- 4. Support Active Transportation and Connectivity:** Invest in bike paths, sidewalks, and transit-supportive designs to reduce traffic congestion and lower road maintenance costs.
- 5. Expand the Tax Base Strategically:** Encourage mixed-use and commercial developments throughout the community to generate surplus revenues that offset the costs of low-density growth.
- 6. Plan for Resilient Infrastructure:** Integrate infrastructure costs into land-use decisions to ensure that future development contributes positively to the city's budget.

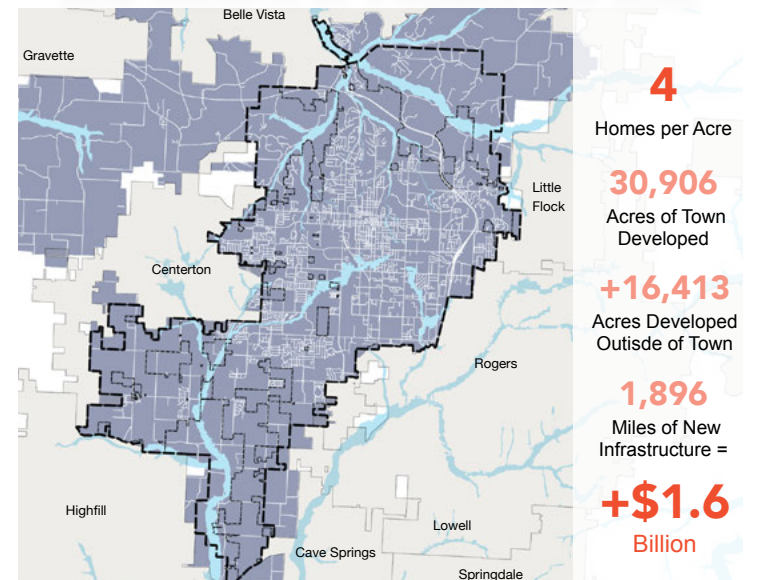
Balancing Density, Community Character, and Costs

While overly dense development could challenge Bentonville's small-town character, moderate-density growth represents a fiscally and socially balanced solution. By avoiding excessive outward growth, Bentonville can preserve open spaces and rural character while managing costs effectively. This approach supports a thriving, inclusive, and financially resilient city capable of meeting future demands without compromising its identity.

NEW GROWTH AT 8 HOMES PER ACRE



NEW GROWTH AT 4 HOMES PER ACRE

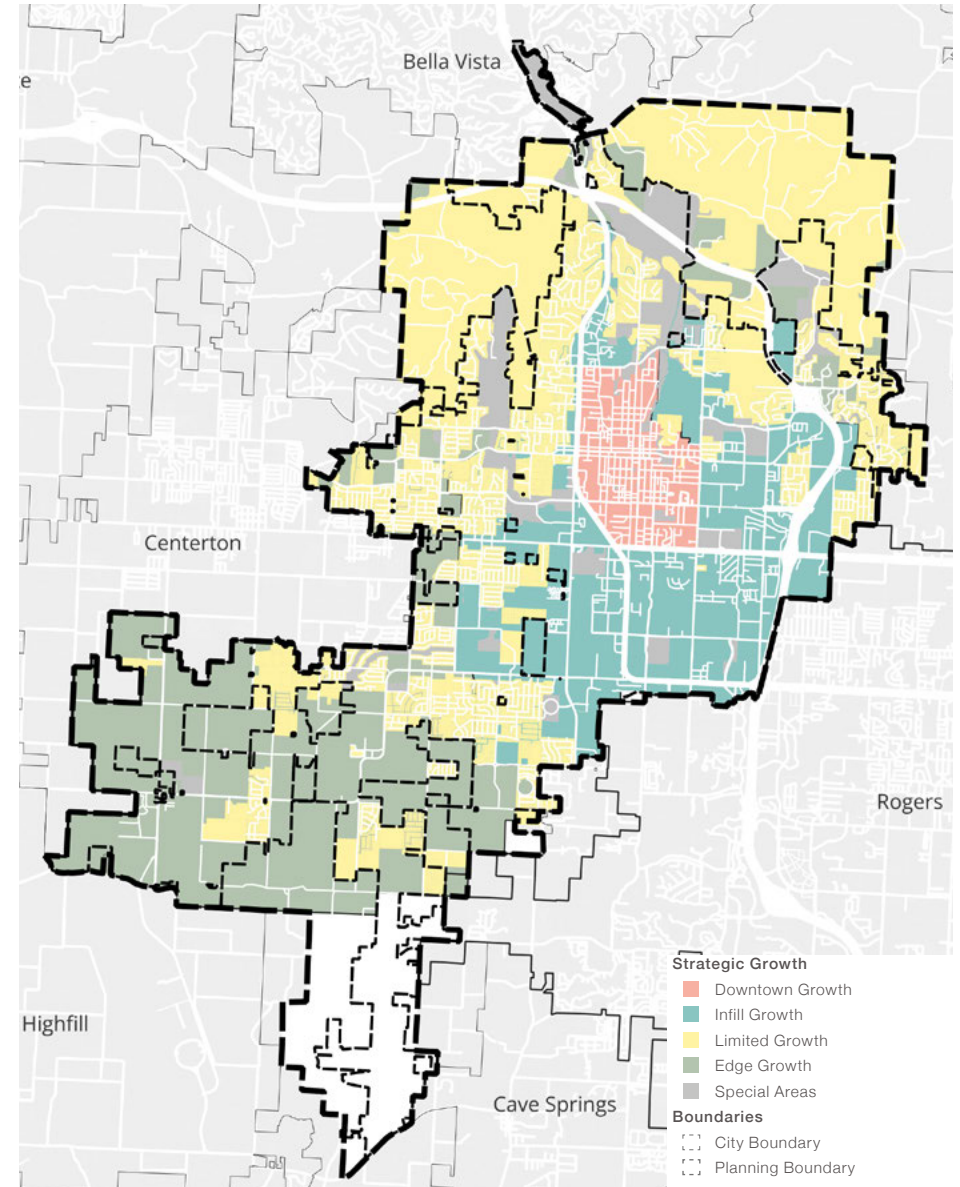


STRATEGIC GROWTH AREAS

As Bentonville's growth continues, the form and approach to development vary significantly across the city, with different areas needing tailored strategies. Recent growth has shown that multiple areas will continue to see development concurrently: redevelopment within the core downtown area, infill within less developed areas near downtown, and growth at the city's periphery.

Downtown Growth.

Bentonville's downtown has seen remarkable growth over the past decade, evolving into the city's central hub for business, dining, and entertainment. As it continues to grow, following existing plans and policies, the area will remain the focal point for economic and cultural activities. However, infrastructure limitations—particularly for parking, transportation, and utilities—pose ongoing challenges. Enhanced pedestrian and cycling options aim to ease parking demand and traffic, making downtown more accessible and reducing reliance on cars. Supporting development in other parts of Bentonville will help to ease the intensity of growth downtown, distributing housing and commercial expansion more evenly across the city. This strategic approach will allow downtown to sustain balanced growth while maintaining its character as the city's vibrant core, accommodating new residential and business needs without overburdening infrastructure.



Infill Growth.

The areas surrounding Bentonville's downtown include both nearby residential neighborhoods and opportunities for redevelopment along commercial corridors and former light-industrial zones. Growth in these infill areas needs to be carefully scaled to transition smoothly into adjacent low-intensity neighborhoods, maintaining a balance between development and existing community character. Expanding and preserving street connectivity is essential to improve access and manage traffic flow, even as these areas contend with limited infrastructure for utilities like power, sewer, and transportation. In underdeveloped commercial and light-industrial zones, there is potential for more intensive redevelopment, which can absorb significant demand for growth, thereby reducing pressure on the downtown core. By thoughtfully concentrating higher-density growth in these areas, Bentonville can better accommodate its expanding population while supporting infrastructure and transportation needs across the city.

Limited Growth.

These areas are characterized by relatively low-density development and typically have limited street connectivity. Because of their established character, they are more sensitive to further infill or densification than other parts of Bentonville. Additionally, many of these neighborhoods are newly built, making significant change or redevelopment less likely. The growth occurring in other parts of the city can serve to support these established areas, but substantial changes within

these limited-growth zones should be minimized to preserve their existing qualities and avoid overburdening the infrastructure.

Edge Growth.

The city's outer areas are anticipated to see growing demand for walkable, mixed-use neighborhoods that blend diverse housing options—such as single-family homes of various sizes, townhomes, and apartments—with accessible commercial spaces. This approach fosters a balanced housing market that bolsters Bentonville's fiscal sustainability while creating vibrant, interconnected communities. New developments in these peripheral areas should prioritize street connectivity, safe biking routes, and pedestrian-friendly pathways to ease traffic congestion and encourage active transportation. Strategically placing larger commercial centers and neighborhood-focused retail within these zones can help reduce downtown congestion and make walking and biking viable options for nearby residents. Thoughtfully planned growth should enhance accessibility, support community cohesion, and contribute to Bentonville's long-term economic and social resilience.

Special Areas.

These are locations where growth is expected to occur in nontraditional or highly specialized ways. Many of these areas, such as parks and recreational spaces, are intentionally preserved and are not intended for further development. Other uses may evolve in unique formats, such as educational campuses and research institutions, which follow tailored growth trajectories aligned with their specialized functions. These areas enhance Bentonville's character and provide essential services, recreational opportunities, and cultural amenities, adding diversity to the city's built fabric. Their preservation and careful, purpose-driven development are integral to Bentonville's balanced growth and community identity.

Together, these growth strategies aim to balance Bentonville's expansion with infrastructure capacity, connectivity, and preservation of community character. By addressing each area's unique needs, the city can foster a cohesive yet diverse built landscape that supports quality of life and economic resilience.

FUTURE LAND USE PLAN

The Future Land Use Plan envisions Bentonville's growth through 2050 and beyond by employing "Place Types" to delineate the purpose and character of different city zones.

The Place Types guide development in several main categories:

Center Place Types

Designed as mixed-use hubs, Centers incorporate retail, business, and residential spaces. These range from high-activity Regional Centers—featuring the tallest buildings and lively public areas—to more localized Neighborhood Centers that offer essential services and smaller-scale amenities for nearby residents.

Neighborhood Place Types

Primarily residential, Neighborhoods are characterized by a mix of housing densities to meet diverse community needs. They include Suburban neighborhoods with low-density housing, Traditional neighborhoods with a mix of historic homes and new development, Walkable neighborhoods with moderate-density housing, and Urban neighborhoods with higher densities, fostering a varied residential landscape.

Corridor Place Types

Major thoroughfares such as 14th Street and Regional Airport Boulevard primarily serve commercial functions today but are envisioned to evolve. Some Suburban Corridors will retain their

low-scale, car-oriented character due to existing constraints, while Walkable and Urban Corridors will incorporate mixed-use, higher-density developments to improve walkability and connectivity.

Recreational Place Types

Encompassing parks, open spaces, and outdoor venues, these areas provide recreational opportunities for both residents and

visitors. Recreation areas may be publicly or privately managed and are designed to enhance the city's livability and offer varied amenities.

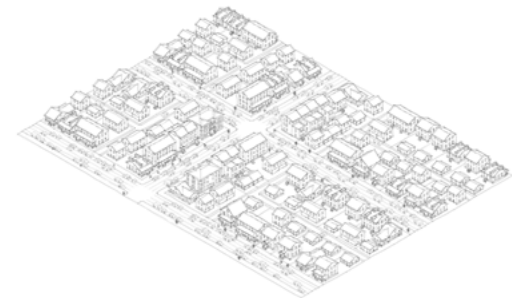
Specialized Place Types

Additional Place Types include rural and industrial areas and institutional campuses that serve specialized functions within the city's overall land use framework.

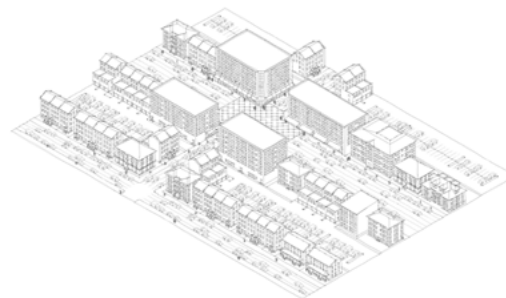
CENTERS



NEIGHBORHOODS



CORRIDORS



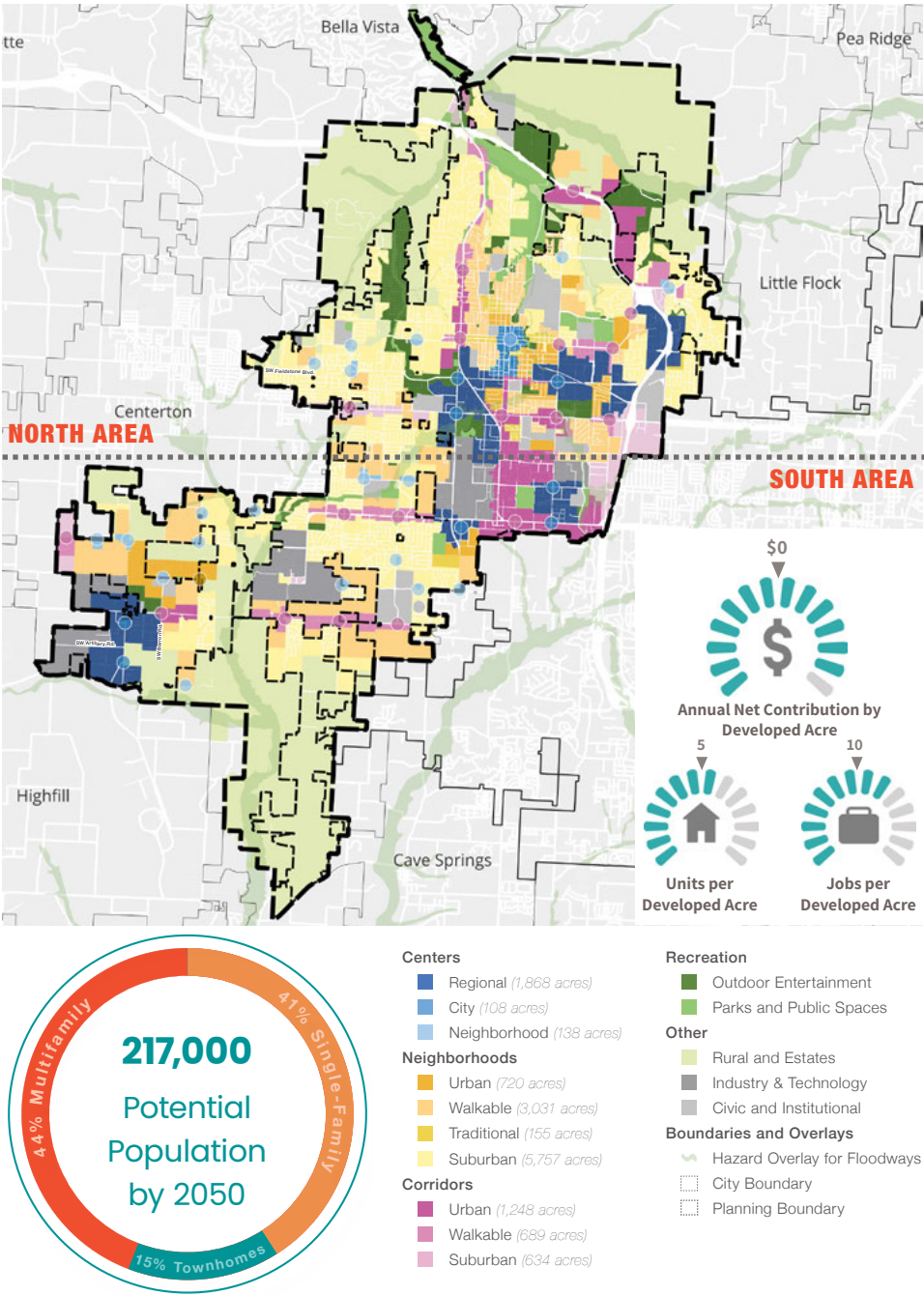
RECREATION



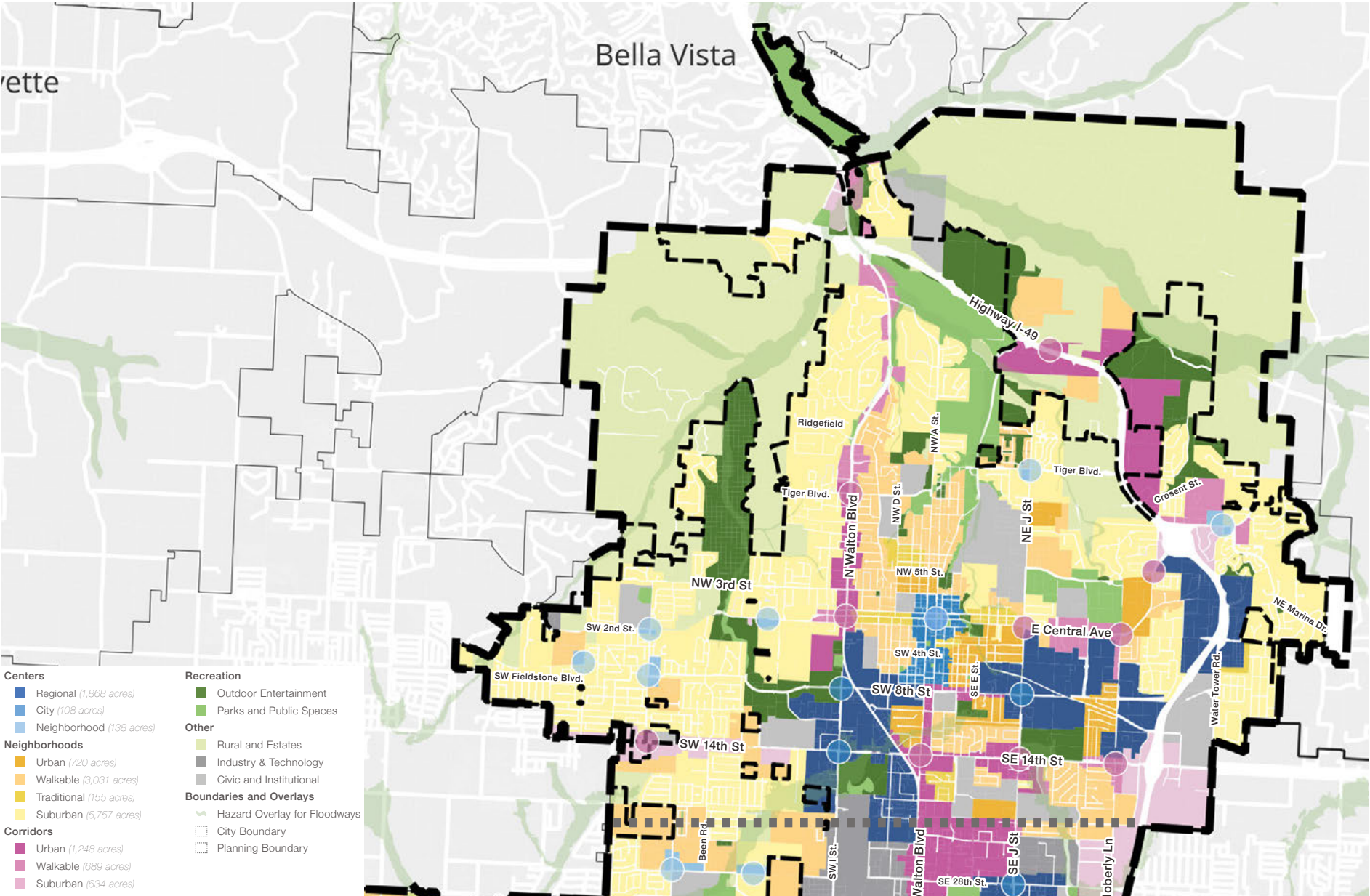
Strategic and Balanced Growth

To ease pressure on downtown and encourage walking and biking, the plan establishes multiple activity hubs, including a major future employment center near Northwest Arkansas National Airport. These Regional Centers will boost the city’s economic base with spaces for cultural venues, entertainment, diverse jobs, and higher-density housing in areas away from the airports. Within residential zones, smaller Neighborhood Centers provide convenient retail and gathering spots, fostering a network of community-focused amenities within easy walking, biking, and driving distance for most residents. Strategically planned infill and compact growth in new areas aim to enhance Bentonville’s fiscal health by minimizing infrastructure costs and creating a budget surplus to reinvest in city services, infrastructure, and recreation. With projected growth nearing 220,000 residents, the Future Land Use Plan addresses fiscal sustainability by balancing growth density and housing diversity.

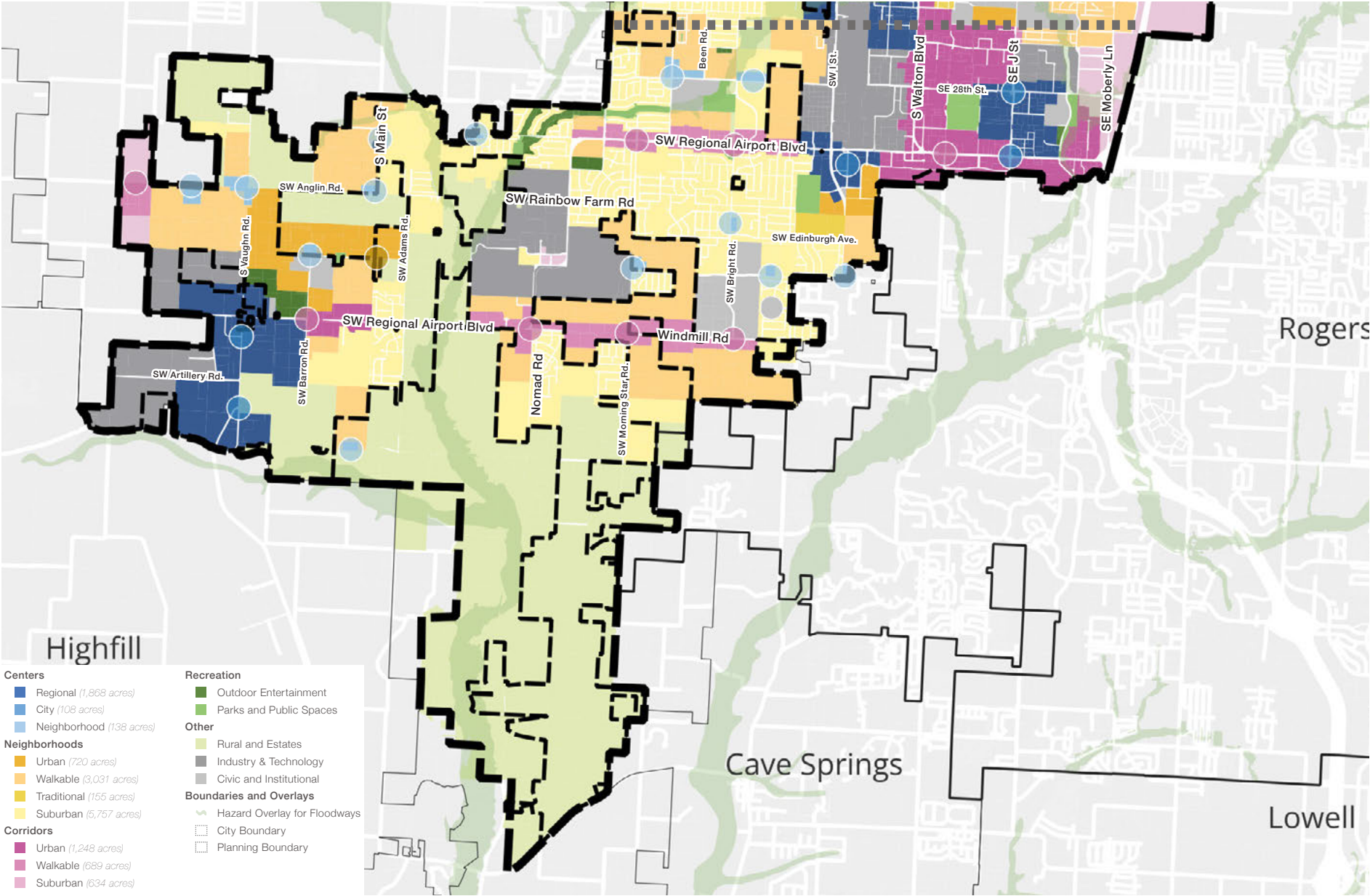
Balanced growth, as outlined in the plan, supports a sustainable fiscal outlook, reduces downtown congestion, promotes alternative travel options, and diversifies housing to meet demand. The Community Plan targets an average new growth of about 13 units per acre, blended between new, high-density places like Regional Centers, medium-density places like Urban Corridors, and low-density places like Walkable Neighborhoods, while discouraging growth in Suburban and Traditional Neighborhoods and Rural areas. Each Place Type contributes to the city’s economy, housing, and character, underscoring the need for comprehensive, balanced growth and a diversity of environments for residents, providing a high quality of life and accessibility to housing, jobs, and mobility for future generations. Preserving rural character remains a key priority. The plan encourages relatively higher-density development within the city’s core and hubs, reducing the need for outward expansion. While the plan can accommodate population growth beyond current projections, compact, fiscally responsible growth ensures Bentonville retains its rural surroundings and strong fiscal outlook, meeting population demands while staying adaptable to future challenges.



NORTH AREA



SOUTH AREA

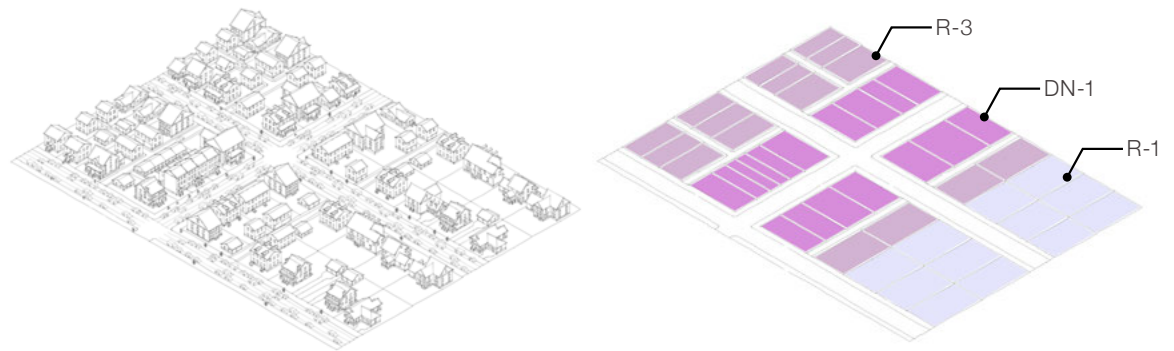


FUTURE LAND USE AND ZONING

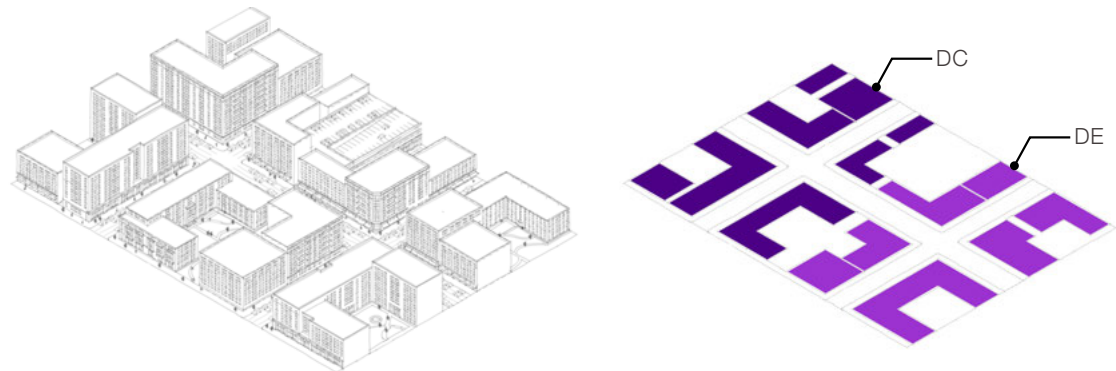
Future Land Use and zoning are interconnected yet distinct components of city planning. While the Community Plan does not directly change zoning, it provides a vision for the city's development by defining Place Types—a set of intended characteristics for each area of the city, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Each Place Type can incorporate several zoning districts, and property owners may request rezoning as needed. These requests are assessed in light of the Community Plan to ensure they align with the Place Type's objectives. The Future Land Use Plan provides a structured framework that guides zoning decisions by outlining the intended characteristics and uses within each designated Place Type and by suggesting compatible zoning categories. Decision-makers use this framework in conjunction with the Zoning Alignment Table, which identifies existing Zoning Districts compatible with each Place Type. For example, the Suburban Neighborhood Place Type might align with R-1 and R-3 zoning, while Parks and Public Spaces may allow for broader zoning compatibility. However, all developments should meet the specific character and functional goals set forth for each Place Type to maintain the area's intended purpose and appearance.

Future Land Use assignments can be changed by request of the property owner. Such requests are evaluated once each year, holistically, to ensure they support the goals of the Community Plan and other city goals and policies.

TRADITIONAL NEIGHBORHOOD



REGIONAL CENTER

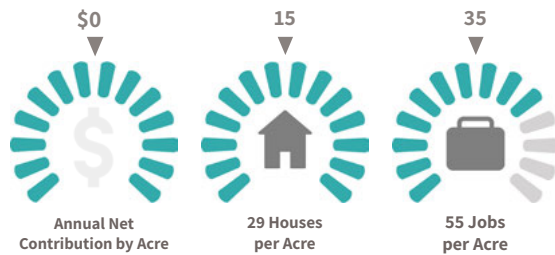


Examples of Place Type correlation with zoning districts. Place Types typically include multiple zoning districts.

Note: Rezoning requests should be reviewed in accordance with the city's most recently adopted Future Land Use Map and Zoning Alignment Policy.

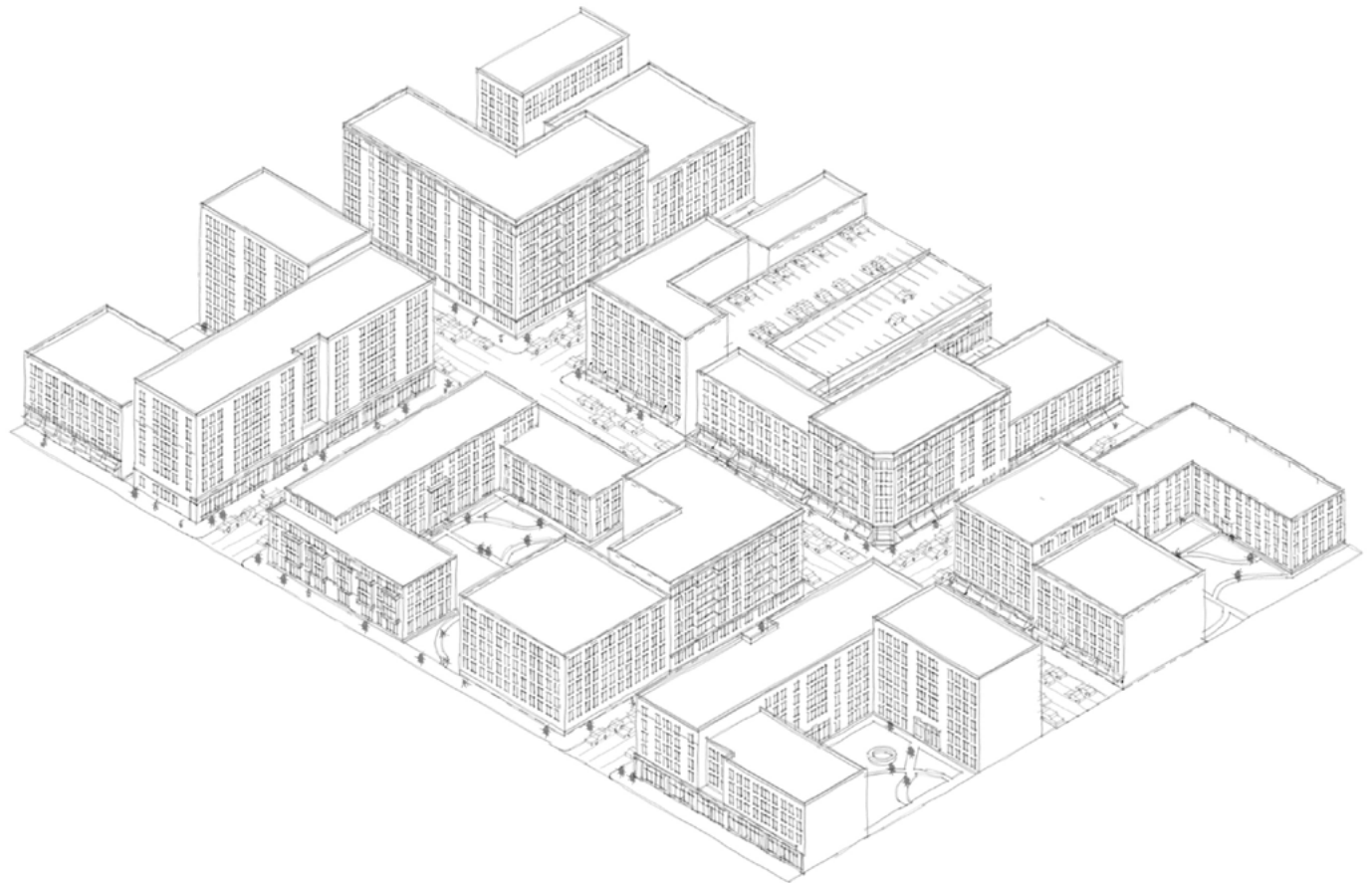
PLACE TYPES

REGIONAL CENTER

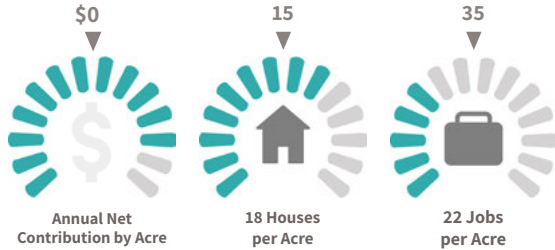


Anticipated building height: 6-8 stories

Regional Centers are typically hubs of concentrated white collar employment, together with the smaller businesses — like restaurants, office supplies, and other services — that support them. They are also a good place for more concentrated housing in close proximity to abundant jobs. Walmart's emerging corporate campus is one example, Uptown Rogers is another. Delivering the city's highest financial performance, these areas play an important role in generating the money that local residents use to pay for housing and goods, and also support a robust economy of complementary businesses.

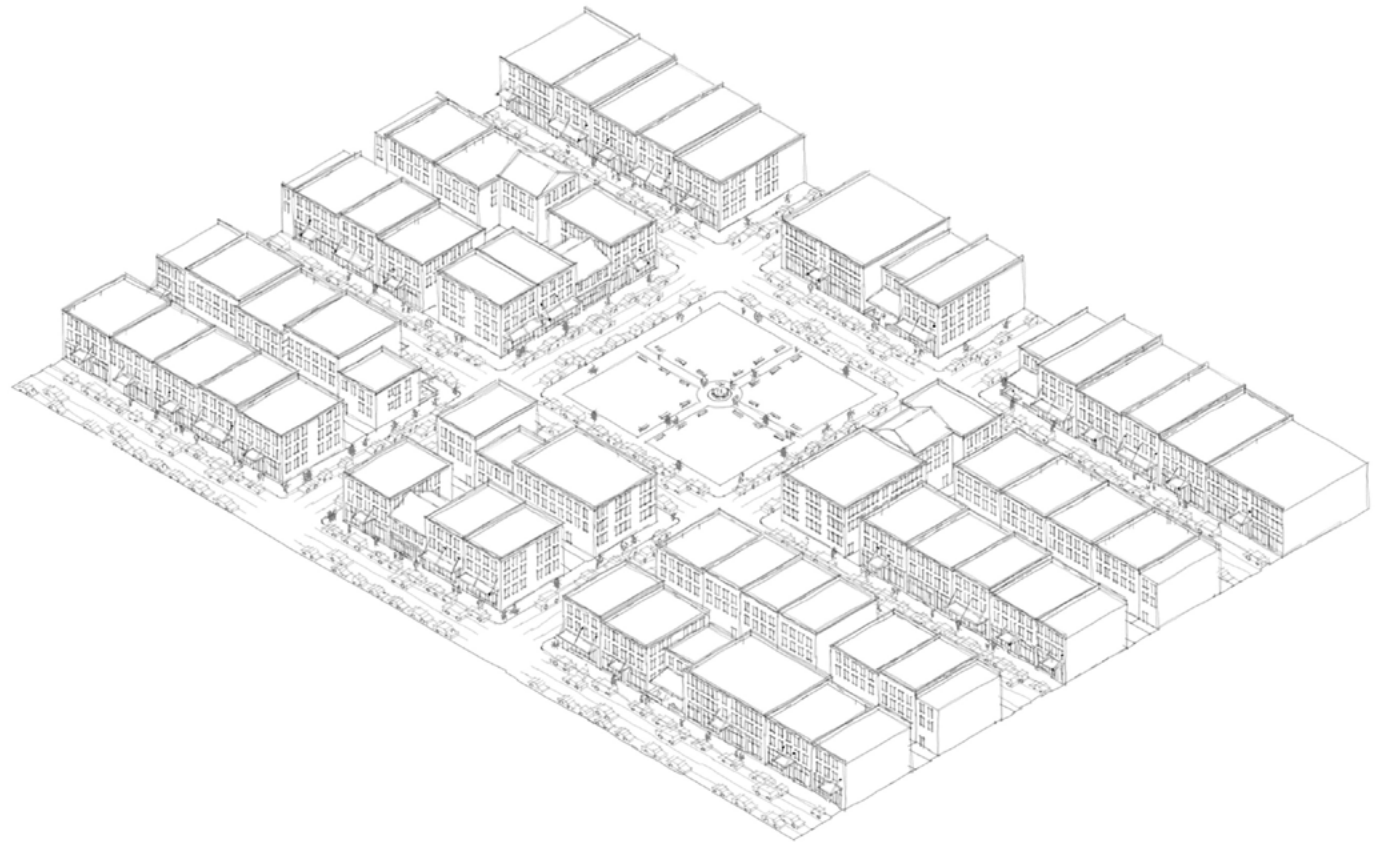


CITY CENTER

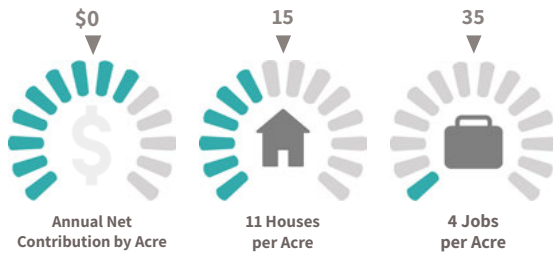


Anticipated building height: 4-6 stories

City Centers are places like the Downtown Bentonville Square and its surrounding blocks, consisting of jobs, entertainment, convenience retail, daily services, and housing at a variety of scales — from single story shops to office and residential buildings. This combination of types and uses, from sidewalk-lining buildings to civic institutions like churches and city hall, to apartments, condos, and townhomes, makes for the city's most active, compact and walkable space. In the future there may be more than one City Center providing convenient access to additional amenities, particularly in the southwest, and reducing the growth pressure around the city's beloved heart. With a high concentration of commercial along with housing, City Centers contribute substantially to the city's budget.

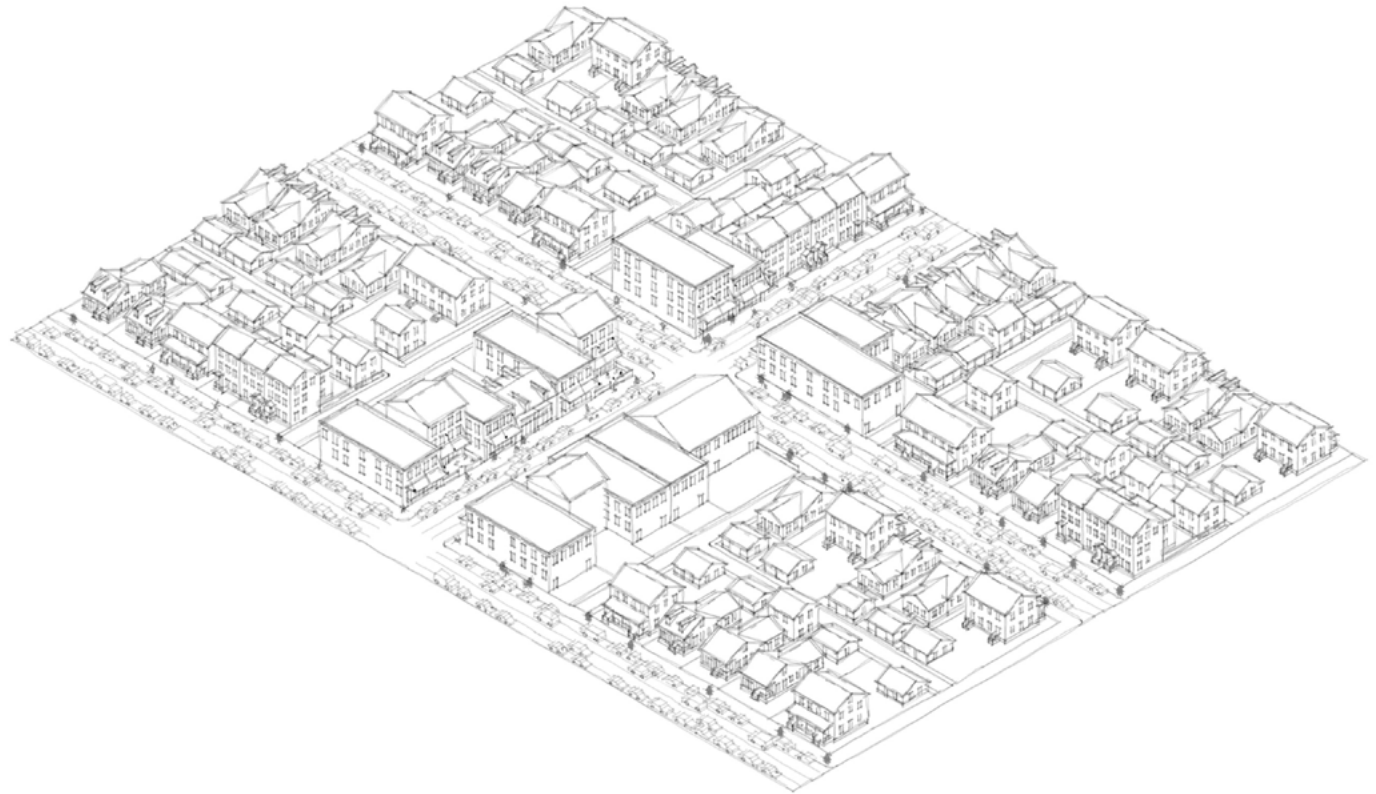


NEIGHBORHOOD CENTER

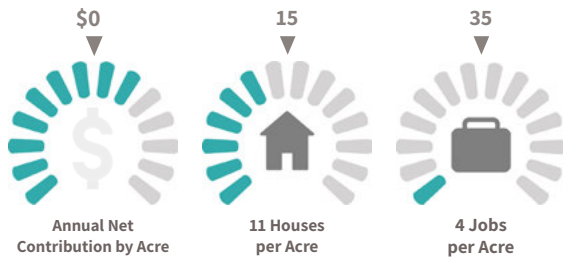


Anticipated building height: 3-5 stories

Neighborhood Centers serve as the physical glue between neighborhoods — providing a human-scaled destination where surrounding neighbors can walk or bike, gather in fellowship, dine out, or pick up basic daily needs. Small, local businesses typically provide a variety of entry-level jobs, a sense of increasing independence for area youth, and an opportunity to support more home-grown businesses. They usually also include nearby townhomes, small apartment buildings, and small homes transitioning in scale and activity to less concentrated surrounding neighborhoods. Neighborhood Centers contribute sales tax and concentrated property tax to the city's budget, balancing nearby neighborhoods.

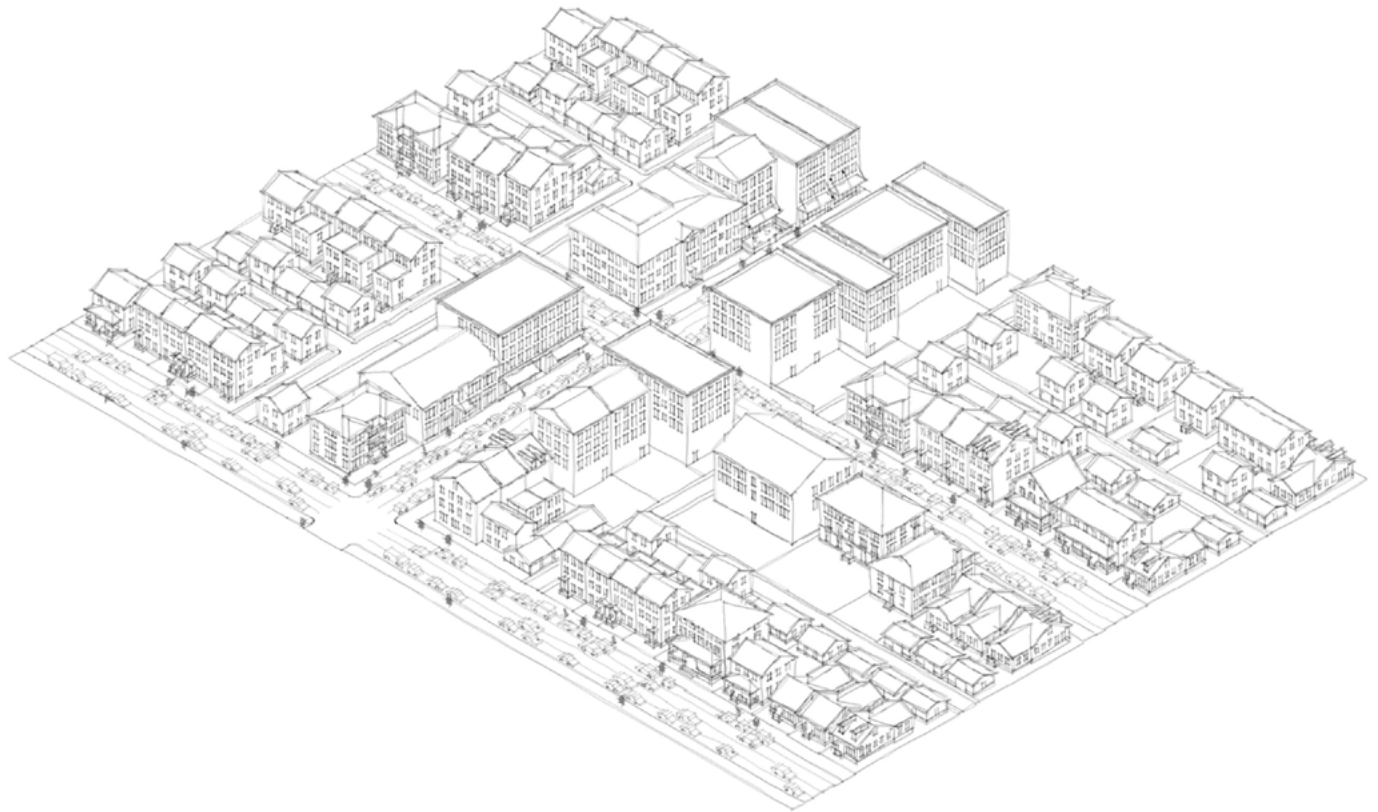


URBAN NEIGHBORHOOD

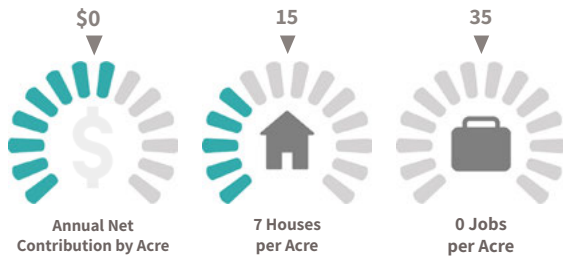


Anticipated building height: 3-5 stories

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.



WALKABLE NEIGHBORHOOD

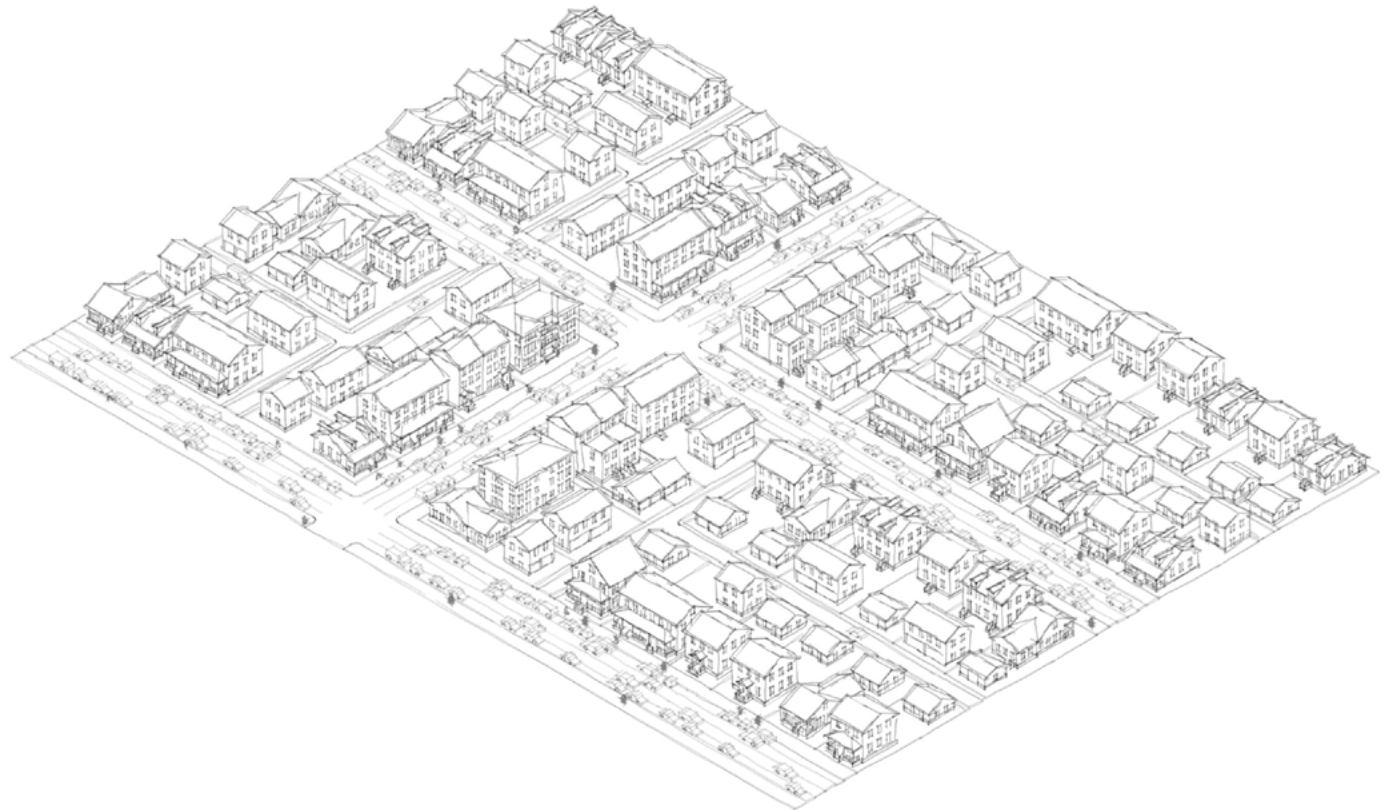


Anticipated building height: 3 stories

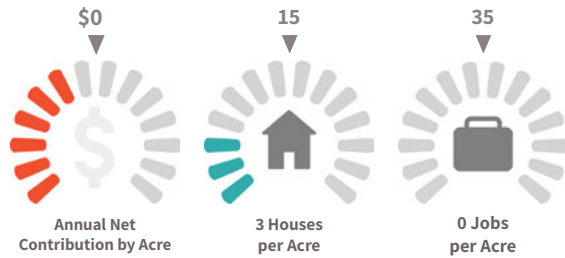
Walkable Neighborhoods combine compatibly-scaled single family homes, townhomes, and apartment buildings in a neighborhood setting.

They provide a high degree of housing diversity, allowing for more people of different circumstances to share the same neighborhood. They also support some small neighborhood shops and are often near Neighborhood Centers and parks, making it easy to walk and bike for frequent trips.

Financially, mixed neighborhoods don't fully cover their costs, but by providing housing in a compact footprint, they reduce the amount of land needed for growth.



TRADITIONAL NEIGHBORHOOD

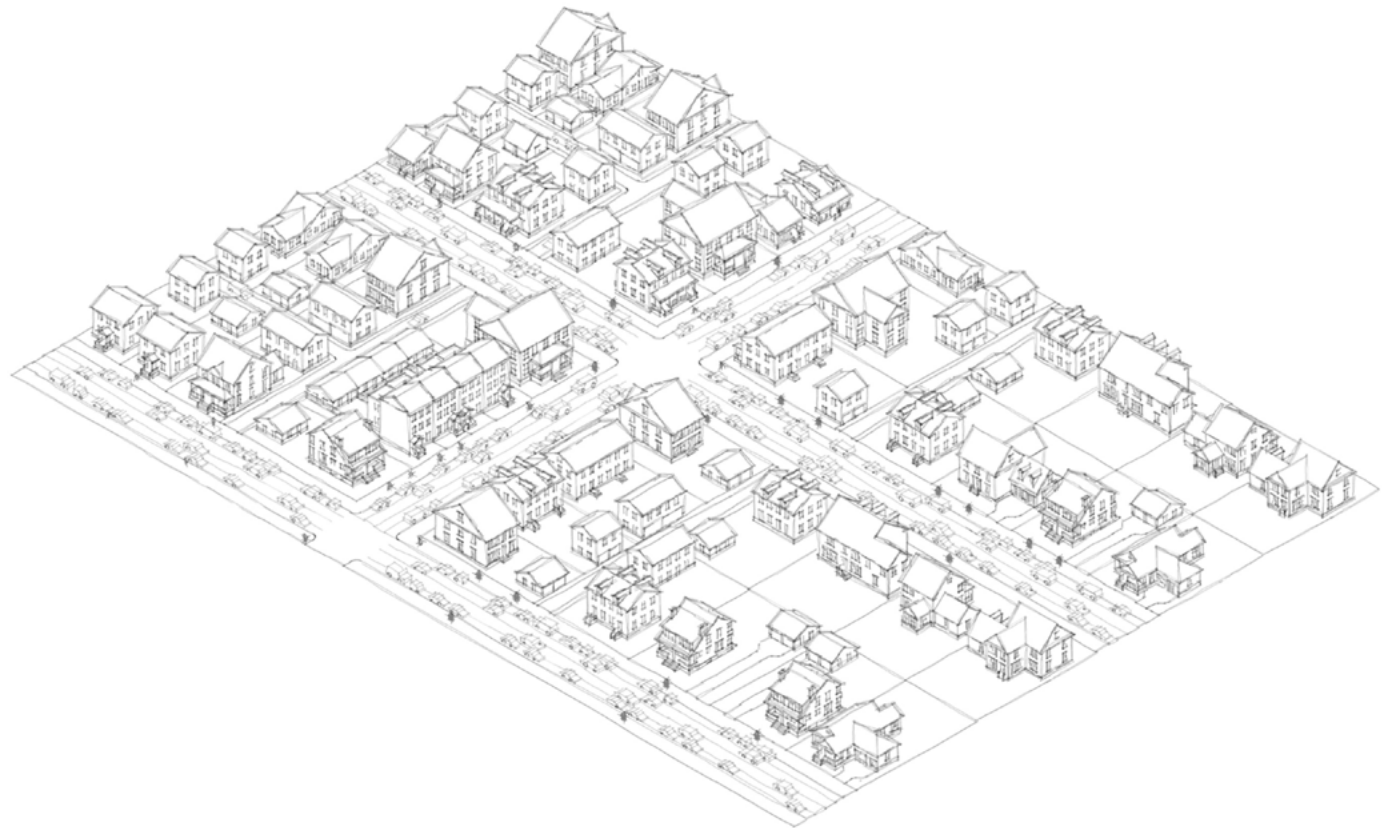


Anticipated building height: 2.5-3 stories

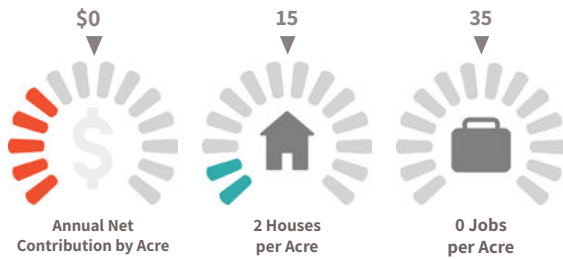
Traditional Neighborhoods serve as a bridge between denser, more mixed-use Walkable Neighborhoods and more dispersed and automobile-oriented Suburban Neighborhoods. As such, they merge features of both.

Characterized by gridded, walkable blocks of single family homes, townhomes, and small-scaled apartment buildings, they provide diverse housing opportunities while easing the way towards areas of single family homes only.

Lots are formally structured but grow incrementally larger as you move outward, maintaining the viability of walking and biking for many trips while contributing to a more relaxed residential character.

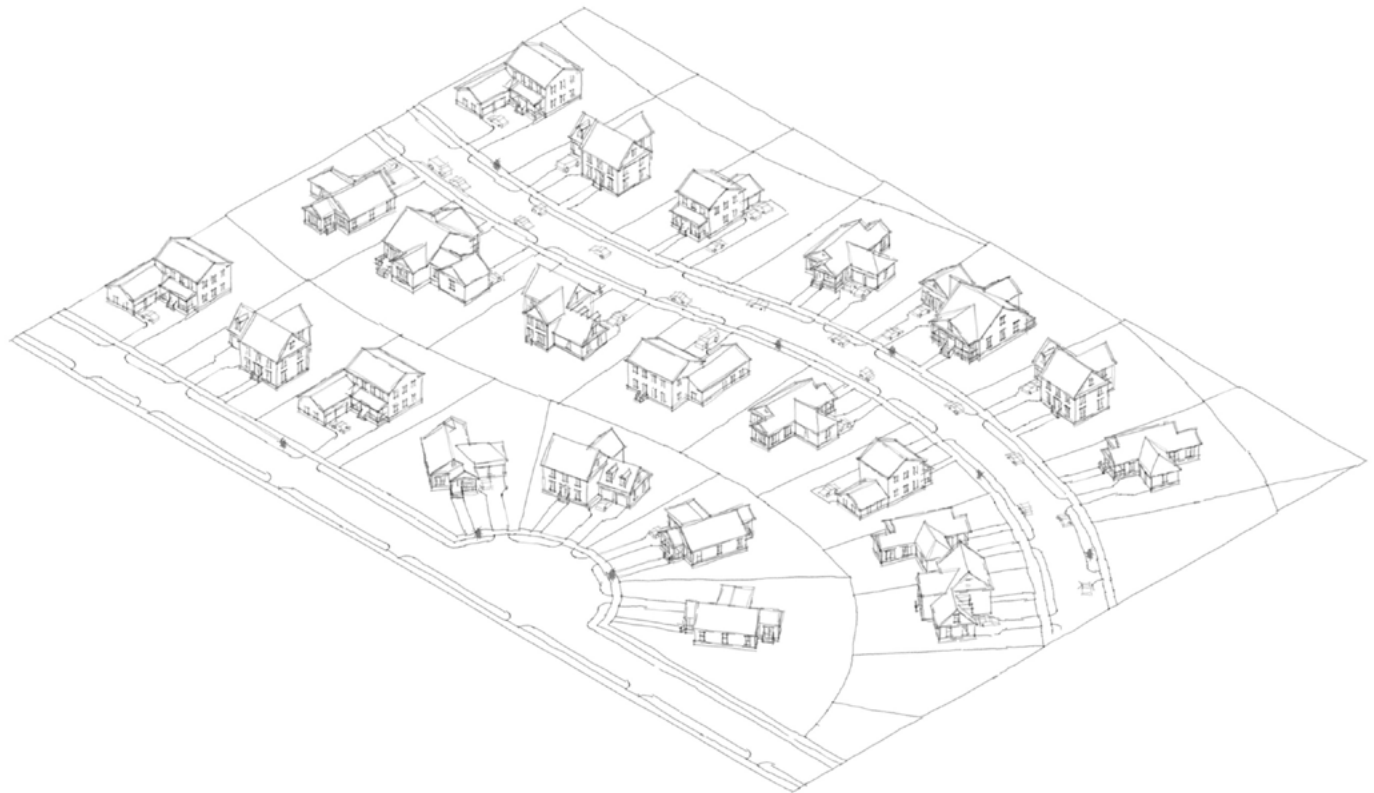


SUBURBAN NEIGHBORHOOD

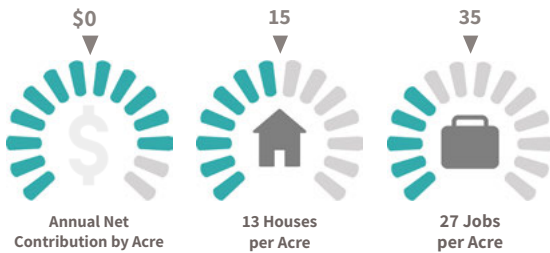


Anticipated building height: 2.5-3 stories

Suburban Neighborhoods, often referred to as subdivisions, consist mainly of single family homes on comparatively larger lots, some including accessory dwellings within the main house volume or in a detached building. They are generally quiet areas more removed from most commercial amenities. Family-oriented, often with large concentrations of children, suburban neighborhoods are often preferred by growing families. Because houses are on larger properties, buildings are more spread out and car trips are required for most needs. Suburban Neighborhoods don't cover their own costs, but they provide housing needed for a large segment of the community, including families raising the next generation of Bentonville residents.

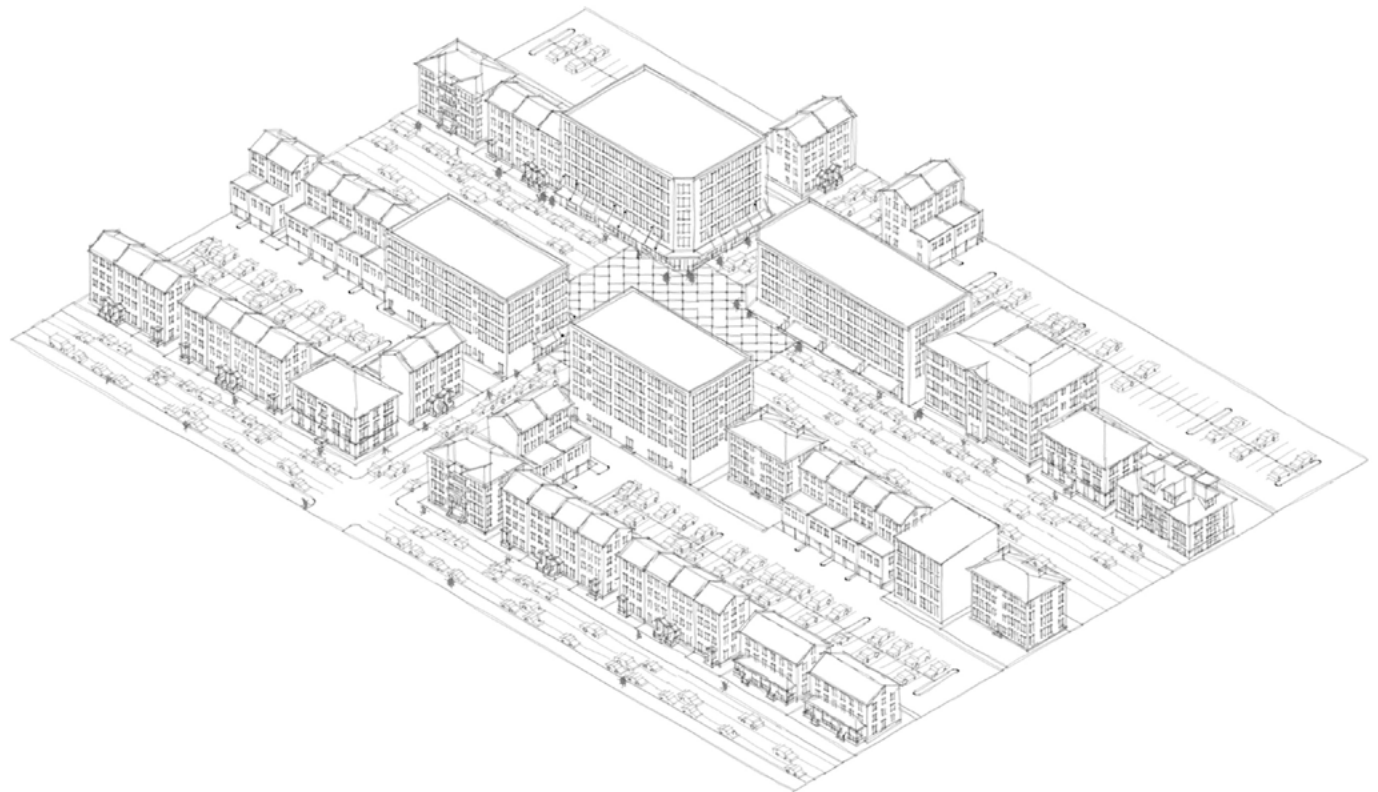


URBAN CORRIDOR

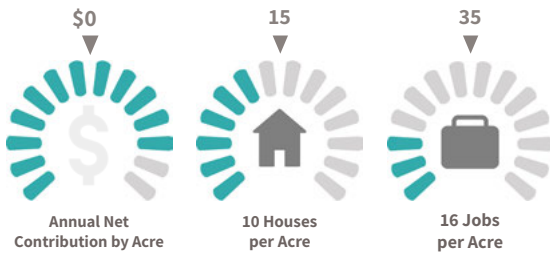


Anticipated building height: 3-6 stories

Urban Corridors are primary thoroughfares fronted by larger multi-family and office buildings interspersed with neighborhood-serving commercial uses. They feature development on unbuilt properties as well as new uses added to properties only partially built out. Comparable to but more intense than Walkable Corridors, they allow for large numbers of people to safely walk or bike to jobs and daily needs. Urban Corridors are strong tax contributors, outperforming all other place types except Regional and City Centers.



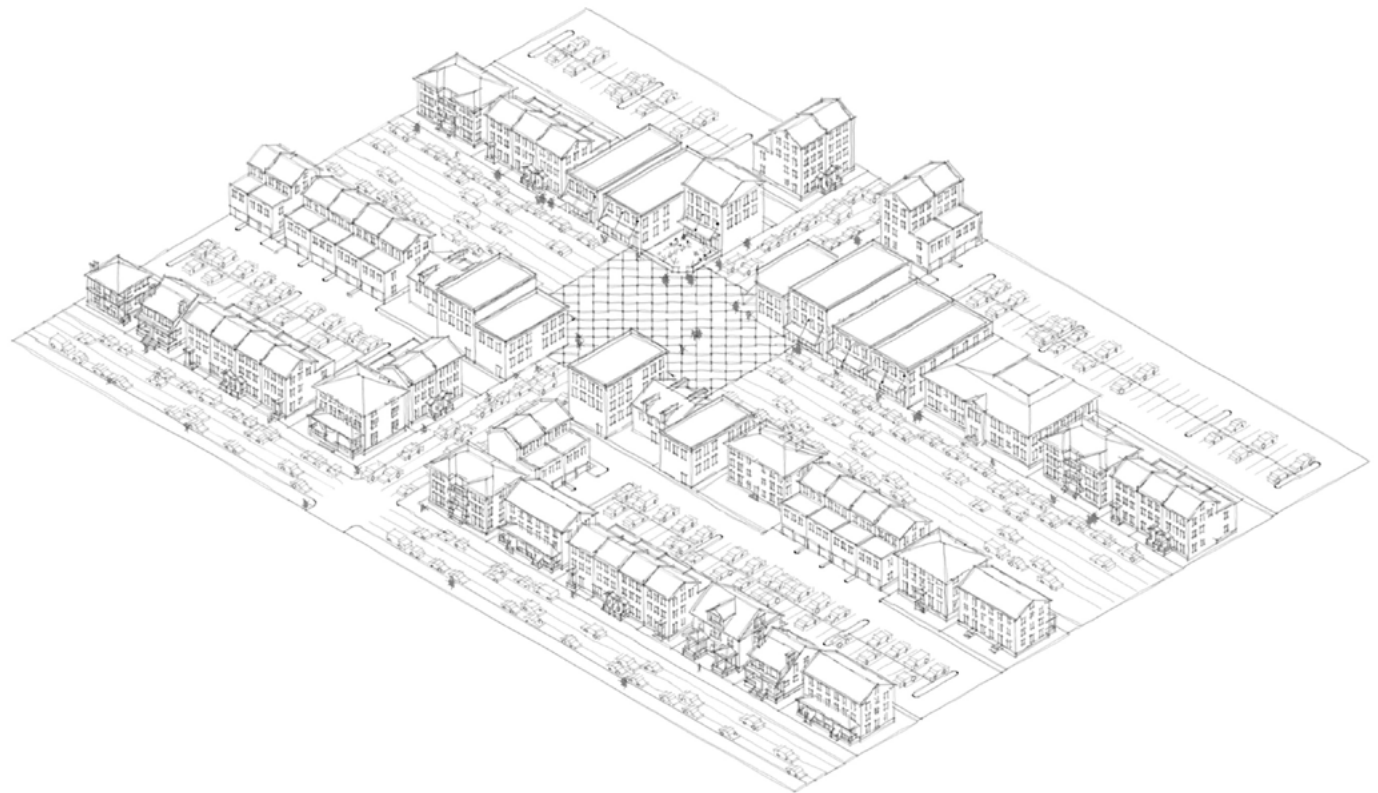
WALKABLE CORRIDOR



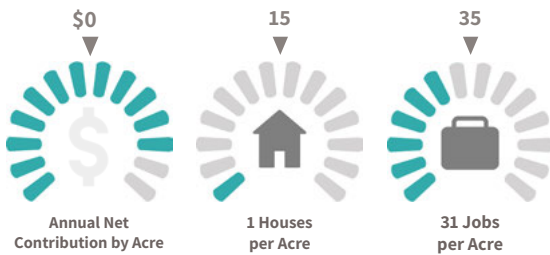
Anticipated building height: 3-5 stories

Walkable Corridor refers to areas that once were large arterial roadways lined by strip-commercial uses but maintain the potential to become a sort of Neighborhood Center in linear form; a more human-scaled, connected destination where adjacent neighbors can safely walk or bike to retail and services. They consist of mixed-use developments, apartments, and townhomes on unbuilt properties and new uses added to properties only partially built upon. Together they support more businesses and residents in close proximity.

Financially, Walkable Corridors perform better than Suburban Corridors as an alternative land use along arterial roadways.

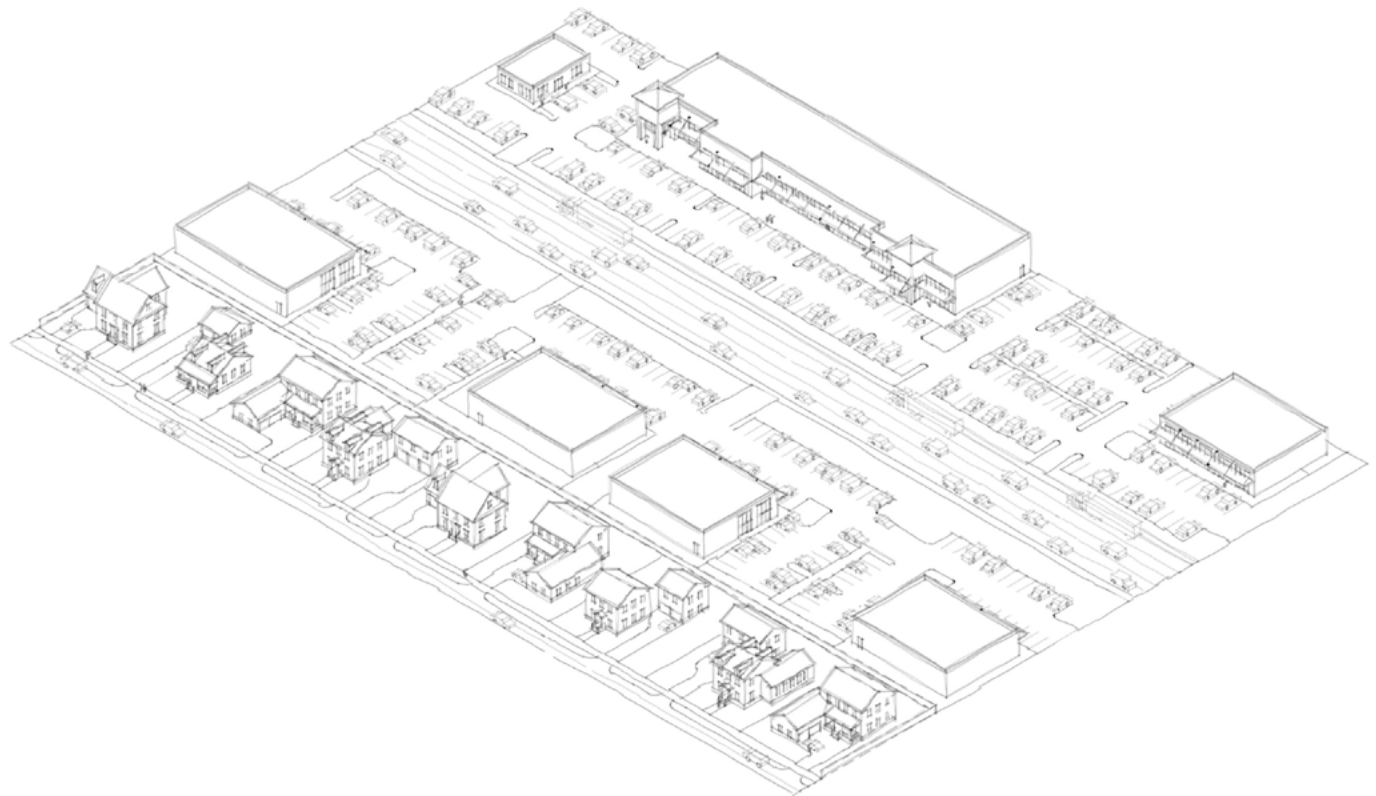


SUBURBAN CORRIDOR



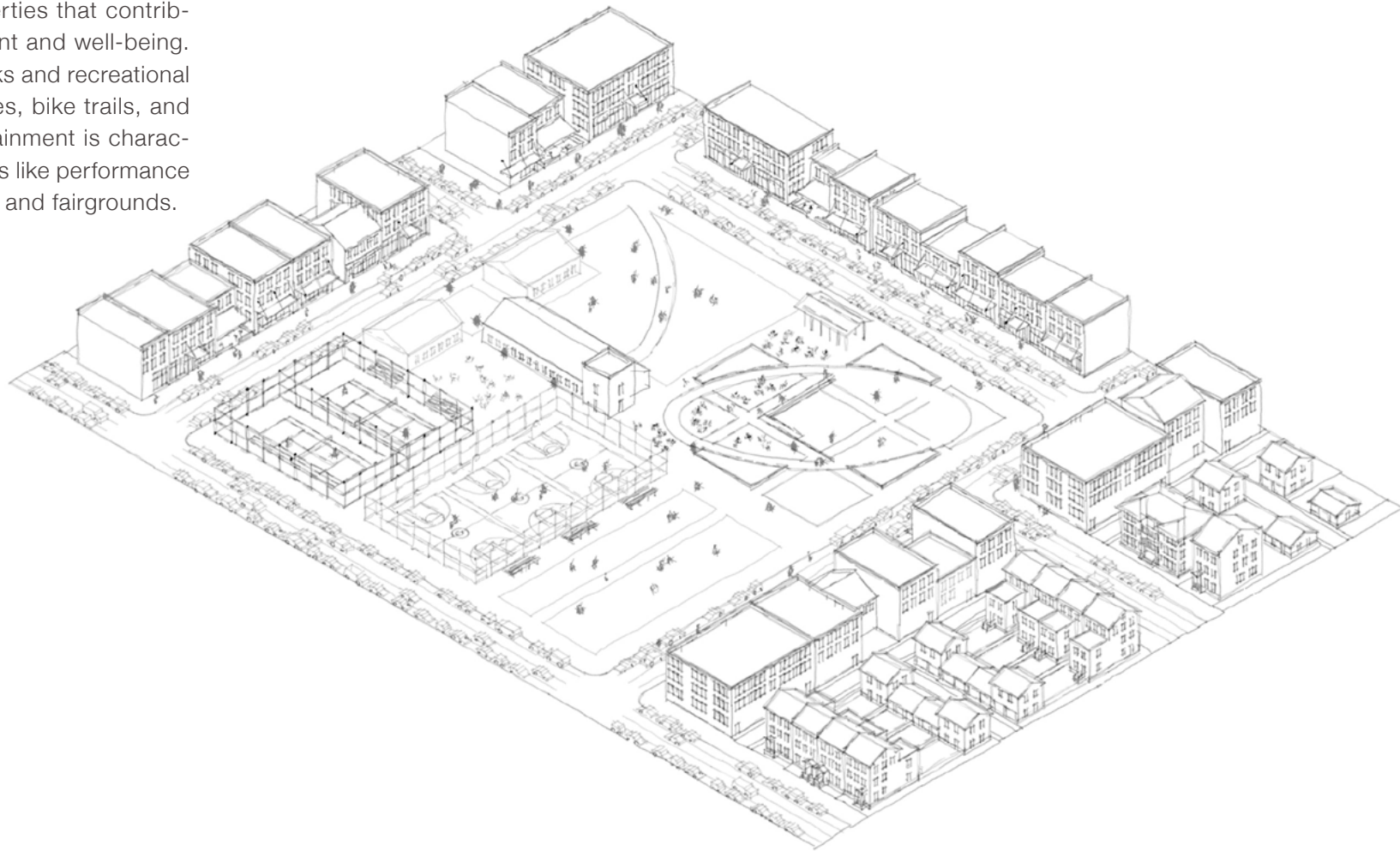
Anticipated building height: 2-4 stories

Suburban Corridors are areas comprised of large format retail environments like big box stores, shopping malls, car sales, and large industrial facilities, as well as residential developments serving regional commuters. Because these areas cater to those traveling primarily by car, they feature large parking areas and related drainage which limits their financial performance. Nonetheless, largely through sales tax revenue, Suburban Corridors generate more than their associated costs.

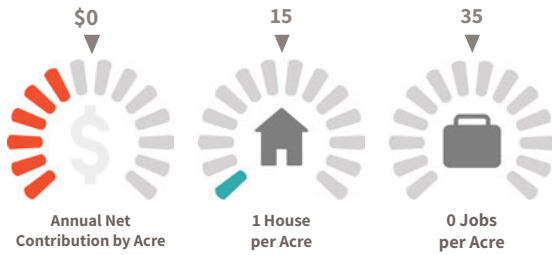


RECREATION

Recreation is defined by two categories: Parks and Public Space and Outdoor Entertainment. Parks and Public Space refers to both public and privately owned properties that contribute to community enjoyment and well-being. This includes the city's parks and recreational amenities, gathering spaces, bike trails, and museums. Outdoor Entertainment is characterized by larger format uses like performance venues, amusement parks, and fairgrounds.

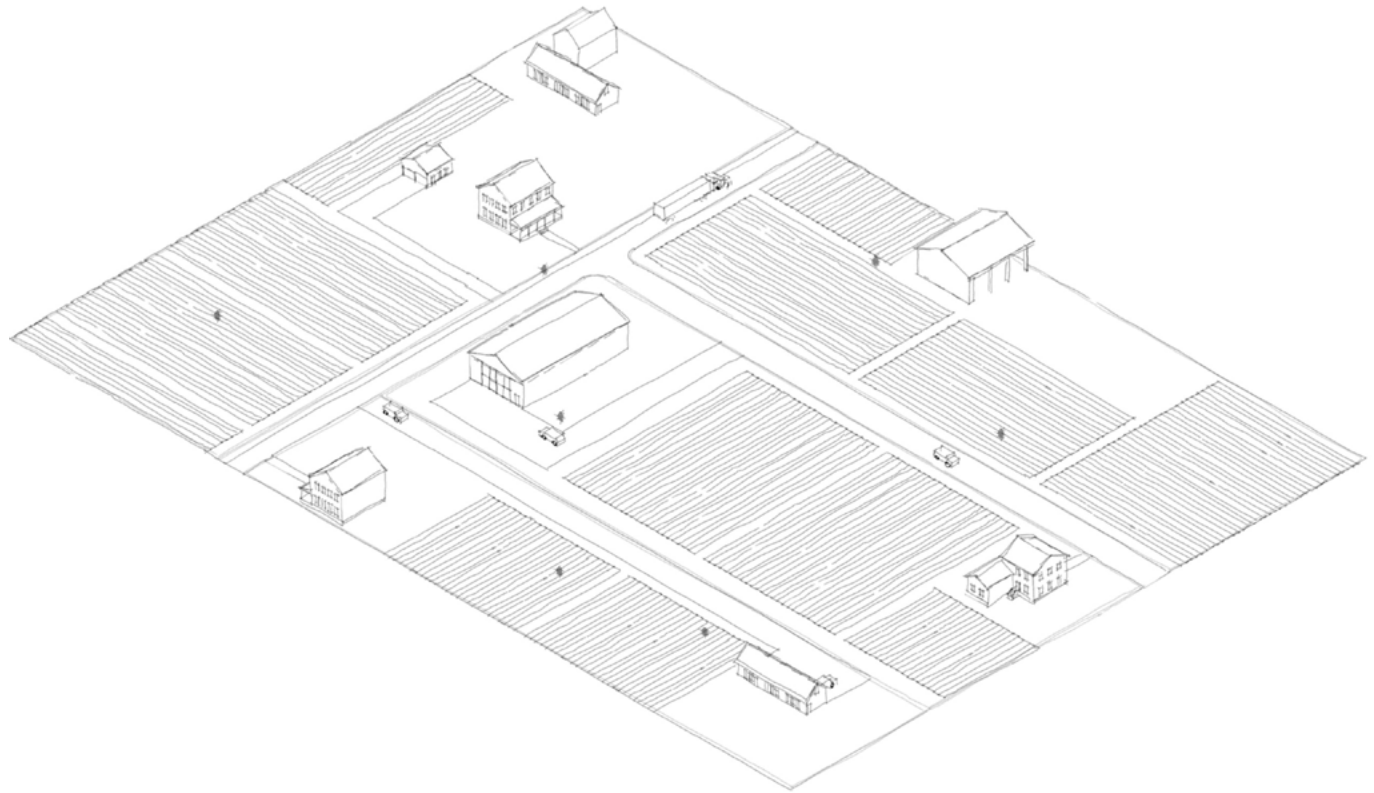


RURAL AND ESTATES

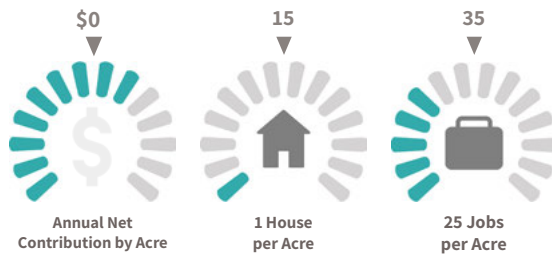


Anticipated building height: 2.5 stories; and taller structures for agricultural operations

Rural and Estates areas, with their low population densities and wide open spaces, put the country in “town and country.” Characterized by agricultural uses, natural landscapes, and dispersed residential on large lots, they offer a tranquil sense of retreat from more vibrant place types but also require driving for most needs. Economically, these areas come very close to covering their own costs, largely due to their limited infrastructure and public amenities.



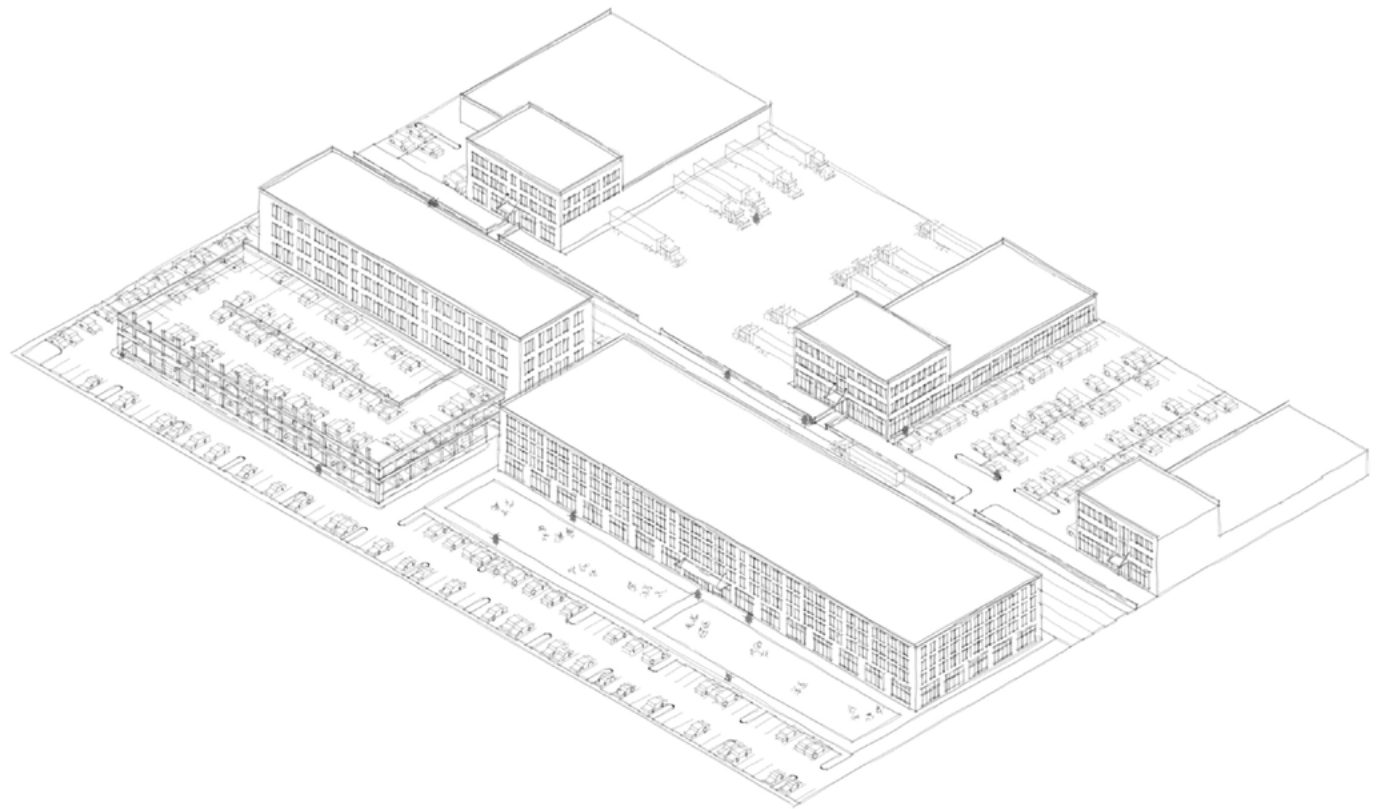
INDUSTRY AND TECHNOLOGY



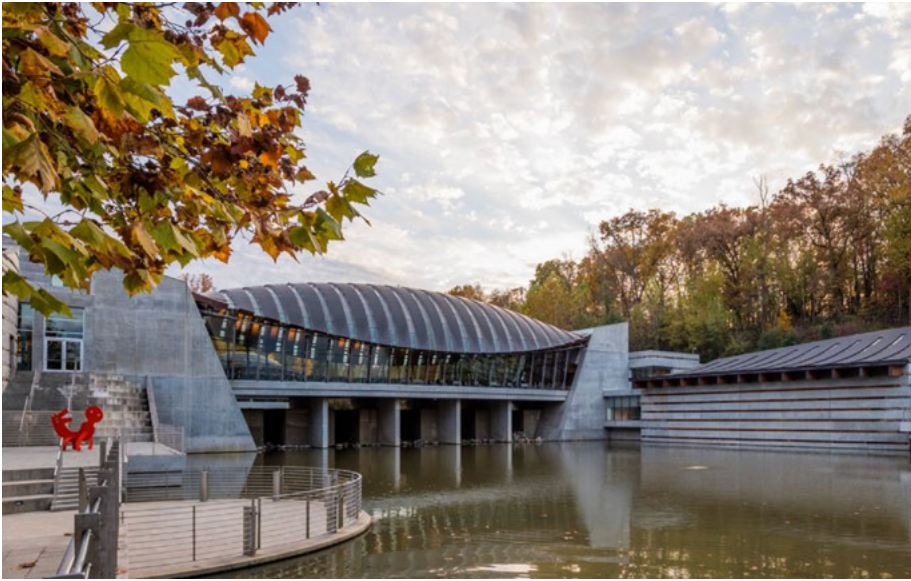
Anticipated building height: up to 5 stories or 60 feet

Industrial and Technology refers to areas that, in earlier times, were characterized as light industrial. Today these areas feature all aspects of the maker economy — technology startups, light manufacturing, warehousing and distribution, art galleries, artisans, craftspeople, and other made-by-hand enterprises. Such areas play an important role in accommodating and concentrating non-corporate employment, providing space for start-up businesses and businesses that support the larger local and regional economy. Because of the format of buildings and general lack of housing, they don't cover their costs.

However Industrial and Technology place types play an important role in the employment ecosystem which indirectly contributes to sales and property taxes.



CIVIC AND INSTITUTIONAL



Civic and Institutional areas are typically designed with a campus-like layout, which distinguishes them from other Place Types structured around a traditional street and block system. These areas may vary widely, encompassing uses such as hospital campuses, research institutions, and cultural centers, each with unique features that support their primary function, like housing and services for students or employees. Some Civic and Institutional areas may be dense, with few open spaces, while others, particularly cultural sites, may include substantial green spaces or natural areas. Civic and Institutional areas serve an essential role in the local economy, driving tourism,

fostering new businesses, attracting research initiatives, and providing educational opportunities. The campus format means that building design, green space, and circulation within each area are highly specialized to its purpose, resulting in unique layouts. Although many Civic and Institutional campuses are nonprofit and don't directly cover municipal costs, they support the employment landscape and stimulate the local economy, indirectly contributing to property and sales tax revenue.

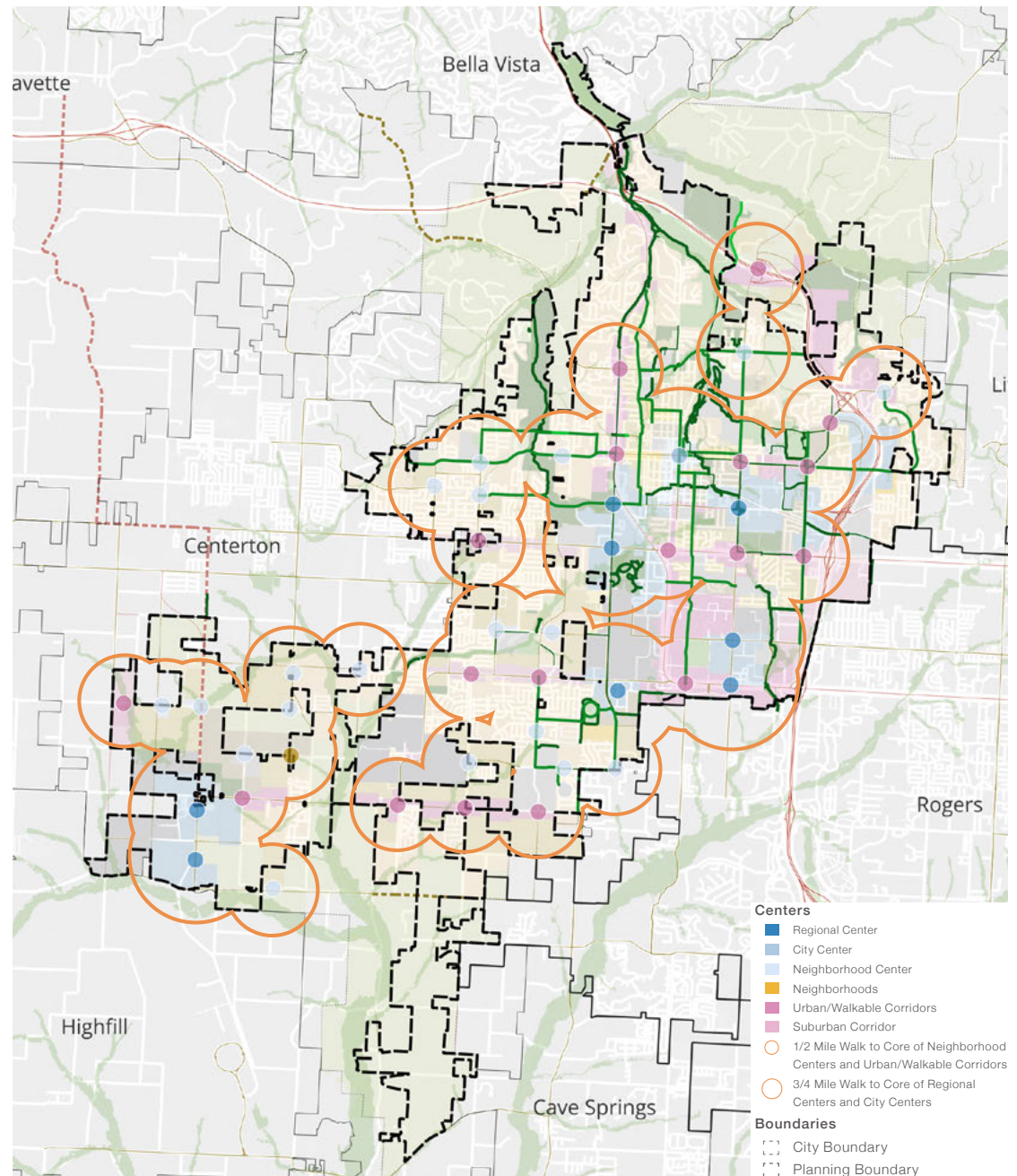


GETTING AROUND BENTONVILLE

Bentonville's rapid growth and increasing population necessitate a mobility strategy that provides practical, efficient, and accessible options for all residents and visitors. The city's current transportation network, shaped by car dependency, faces challenges such as congestion, limited connectivity, and unequal access to alternative travel modes. The Community Plan focuses on land use strategies designed to support enhanced mobility choices across cycling, walking, and public transit while optimizing road systems to ensure seamless travel for all users. By diversifying transportation options and improving infrastructure, Bentonville can create a balanced, user-friendly network that serves a dynamic, growing community.

Future policies and mobility investments should:

1. **Expand mobility options:** Develop infrastructure that prioritizes walking, biking, and supports current and future transit alongside road networks.
2. **Improve connectivity:** Create well-connected networks for all modes of transportation, connecting more streets, bicycle ways, and sidewalks, enabling direct and convenient travel.
3. **Ensure equity:** Provide access to multiple mobility options for all community members.
4. **Foster economic growth:** Support businesses, employment hubs, and recreational areas through strategic mobility planning by providing convenient access for customers and employees across all modes.



Cycling Infrastructure: Expanding Options for Riders

Create a citywide cycling network that serves commuters, recreational riders, and visitors.

Bentonville has become a national leader in cycling, yet significant opportunities exist to further develop its infrastructure. Expanding protected bike lanes, integrating cycling with land use planning, and enhancing connections to major destinations will encourage more people to choose biking as a primary travel option. Strengthening programs like bike-sharing and providing wayfinding signage can make cycling more accessible for casual users and tourists.

Pedestrian Connectivity: Supporting Walkable Neighborhoods and Districts

Build a pedestrian-friendly city with safe, direct, and comfortable walking routes to essential services and amenities.

Walking offers a practical, low-cost mode of transportation for short trips. However, Bentonville's pedestrian network is concentrated in downtown areas, leaving many neighborhoods underserved and connections between districts difficult. Expanding sidewalks, ensuring safe crossings, and connecting walking paths and trails to schools, parks, and commercial centers will allow residents to travel safely and conveniently without a car.

Commuting Solutions: Diversifying Travel Modes

Reduce peak-hour congestion by promoting alternative commuting options and optimizing traffic flow.

Nearly 45,000 daily commuters travel to Bentonville, approaching the city's entire population. Expanding housing options near employment centers can shorten commutes and reduce dependency on cars. A multimodal approach—including cycling, walking, and carpooling—can distribute traffic and alleviate pressure on main corridors. Adding secondary routes and improving road efficiency will provide drivers with more options and smoother travel.

Future Transit: Planning for Regional Access and Future Transit Routes

Lay the foundation for future public transit systems by clustering development and creating natural transit hubs.

While Bentonville lacks a robust public transit network, thoughtful land use planning today can set the stage for future systems. Locating higher-density housing and employment centers near potential transit corridors ensures efficient service when transit becomes viable. Transit-ready development, paired with active transportation options, can provide residents with choices beyond driving.

Street Network Connectivity: Enhancing Mobility Through Direct Routes

Develop an interconnected street network that improves access for all transportation modes.

Fragmented street layouts force reliance on major roads, leading to congestion and limited mobility. By prioritizing a grid-style network in new developments and retrofitting connections in existing neighborhoods, Bentonville can create more travel options, reducing traffic concentration along the city's more significant roadways. A connected street system also supports active transportation by offering direct, safe routes for pedestrians and cyclists.

Complete Streets: Balancing Street Design to Serve All Users

Design streets that balance the needs of drivers, cyclists, pedestrians, and transit users.

Complete Streets principles ensure that streets cater to diverse travel needs, balanced according to differing user demands across the community. Adding bike lanes, pedestrian amenities, and safe transit stops makes streets accessible for all while reducing conflicts between modes. Designing streets to suit their surrounding Place Types ensures each area receives appropriate features, whether for busy commercial corridors or quiet residential zones.

Biking and Walking Integration: Enabling Mobility Modes Other Than Driving

Make biking and walking practical alternatives for everyday travel.

Walking and biking are essential to reducing congestion and broadening mobility options. Investments in mixed-use developments, pedestrian-friendly streets, and enhanced biking infrastructure encourage active transportation as a daily habit. Major projects like the Walmart Home Office's goal for bike commuting demonstrate how private initiatives can align with city goals, reducing overall traffic while increasing transportation equity.

Equitable Mobility: Meeting Diverse Needs

Ensure transportation options accommodate all community members, regardless of age, ability, or income.

A successful transportation network addresses the needs of all users, including children, seniors, and those without access to a car. Adding accessible pathways, affordable bike-share programs, and safe pedestrian crossings can ensure mobility equity across Bentonville's neighborhoods. Targeting underserved areas with improved infrastructure builds a more inclusive and resilient community.

Key Priorities for Bentonville's Mobility Future

- **Accessibility:** Ensure all transportation modes are available and convenient for every resident.
- **Efficiency:** Reduce travel times through well-designed routes and integration of multiple transportation options.
- **Safety:** Minimize vehicle speed and accident severity through placemaking, complete street design strategies, improved connectivity, and traffic-calming measures.
- **Community-Centered Design:** Align mobility strategies with the needs of Bentonville's growing population and local businesses by prioritizing pedestrians and cyclists, especially within hubs of community and commercial activity.

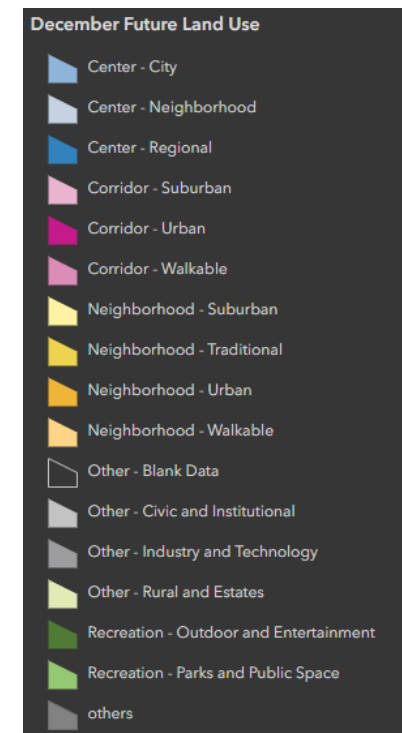
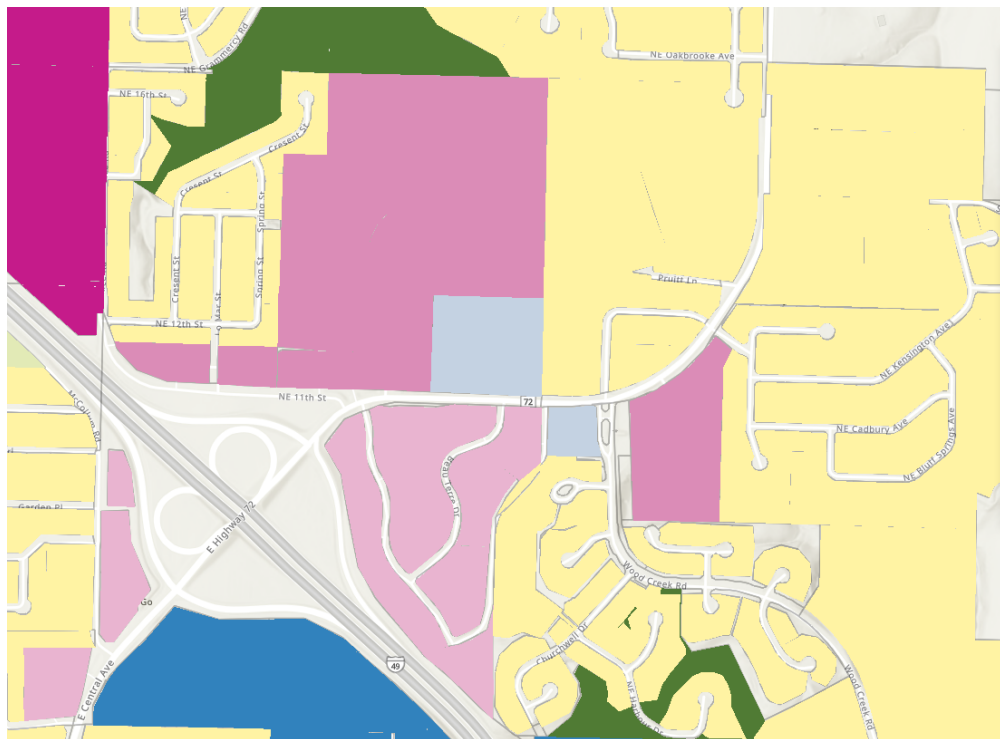
By focusing on expanding mobility options and improving connectivity, Bentonville can address its transportation challenges while enabling growth and supporting successful business and cultural communities.

Background

Highway 72 to the east of I-49 has been a topic of discussion dating back to our parcel-based Land Use Survey, and that discussion has continued until now. The purpose of this summary is to provide a variety of options for the Planning Commission and City Council to consider when deciding on the Future Land Use Map in this vicinity. These options are not all inclusive and are meant as a starting point for discussion. Other planning efforts are dependent on the Future Land Use Map and staff requests Planning Commission provide direction in this vicinity in order to proceed with adoption.

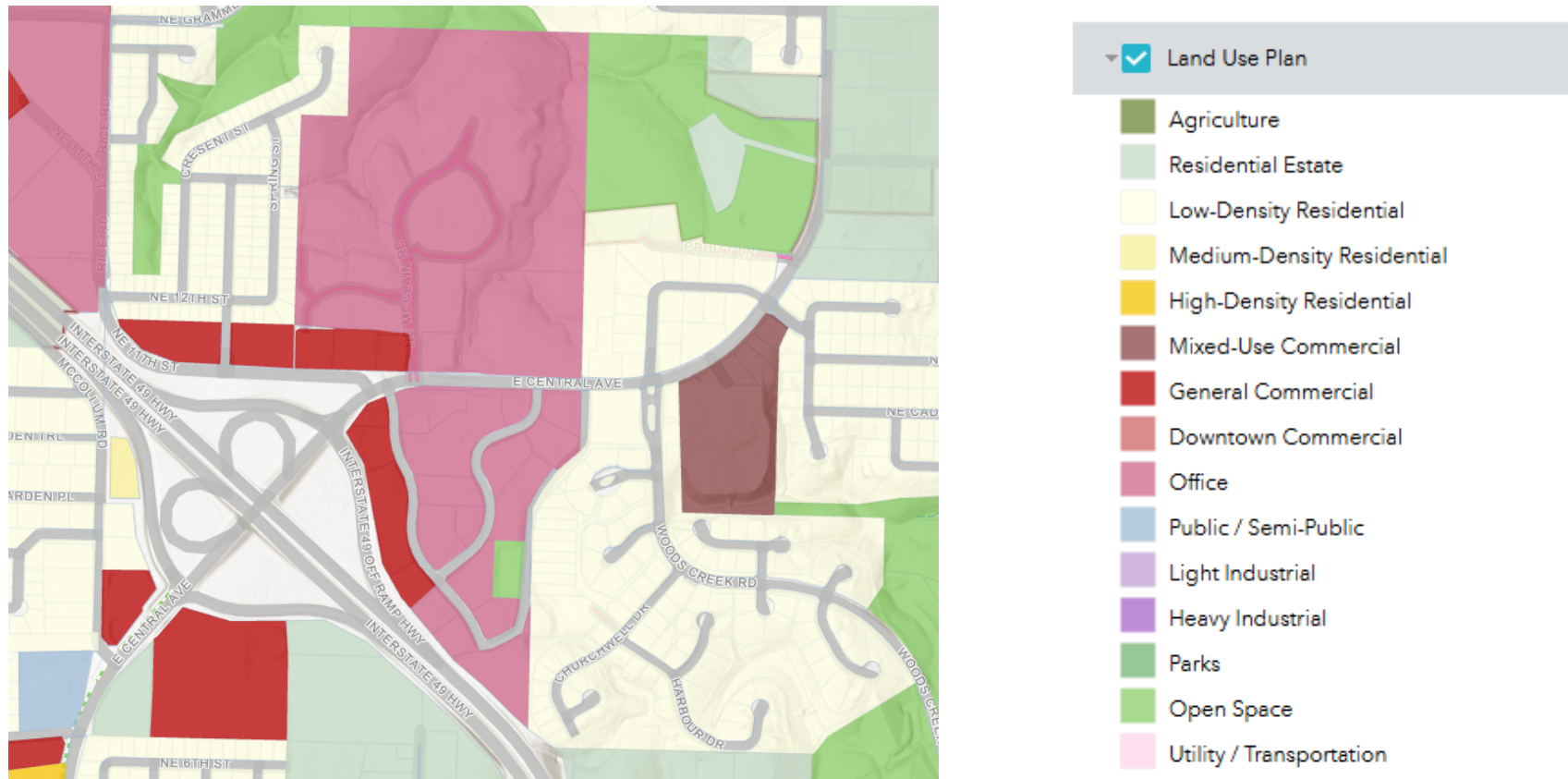
Proposed Future Land Use Map

The proposed Future Land Use Map depicts this area as a mix of Neighborhood Centers, Suburban Corridors, Walkable Corridors, and Suburban Neighborhoods.



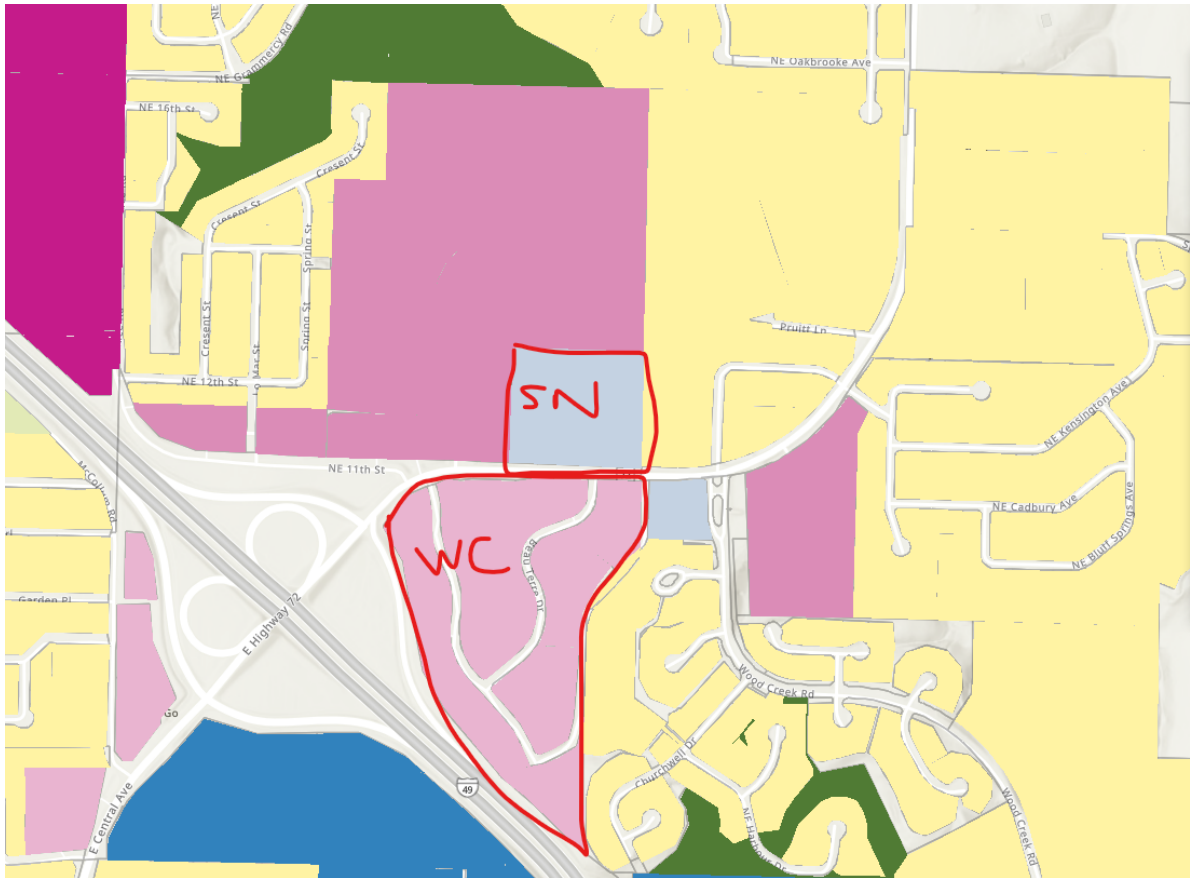
2018 Adopted Future Land Use Map

The 2018 Future Land Use Map depicts this vicinity as a mix of Office, Low-Density Residential, General Commercial, and Mixed-Use Commercial areas.



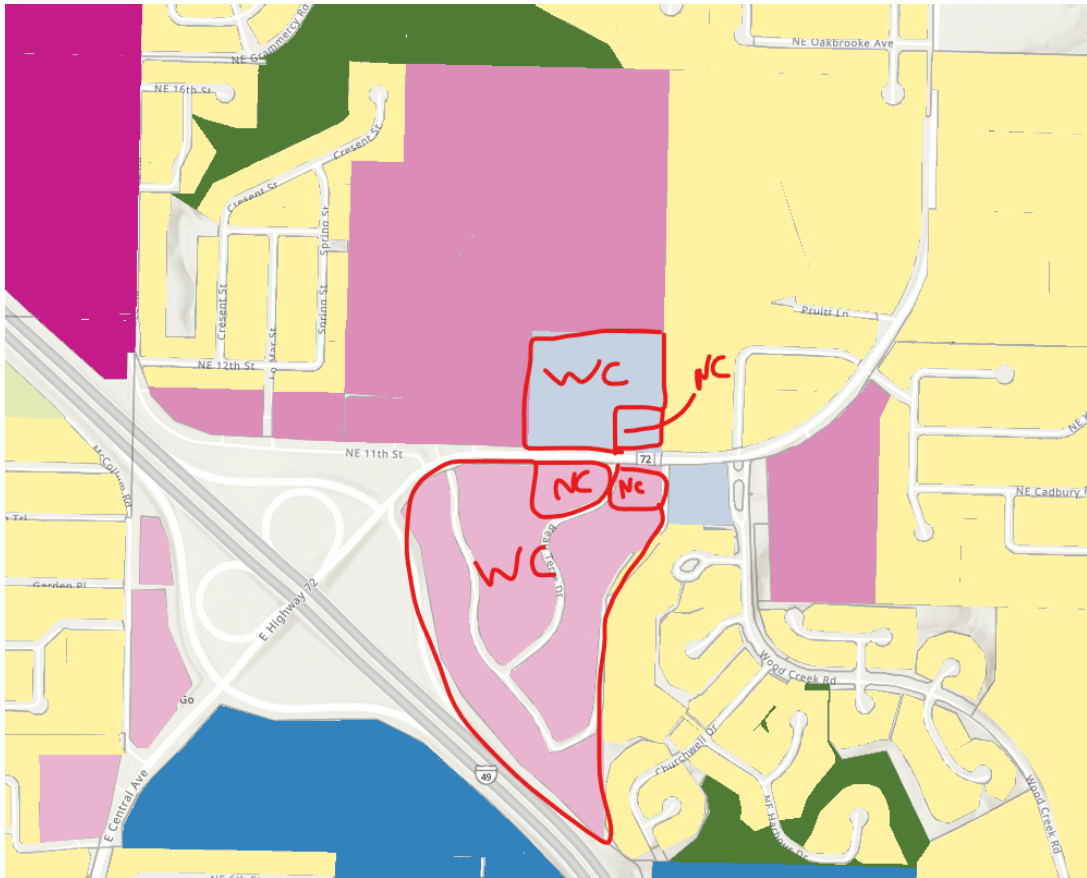
Option 1: Suburban Neighborhood

This option amends the north half of the road to Suburban Neighborhood and the south half from its current designation of Suburban Corridor to Walkable Corridor. This limits the potential zoning on the northern property to single family residential, while providing a place type generally compatible with the current C-2 zoning on the south side of the road.



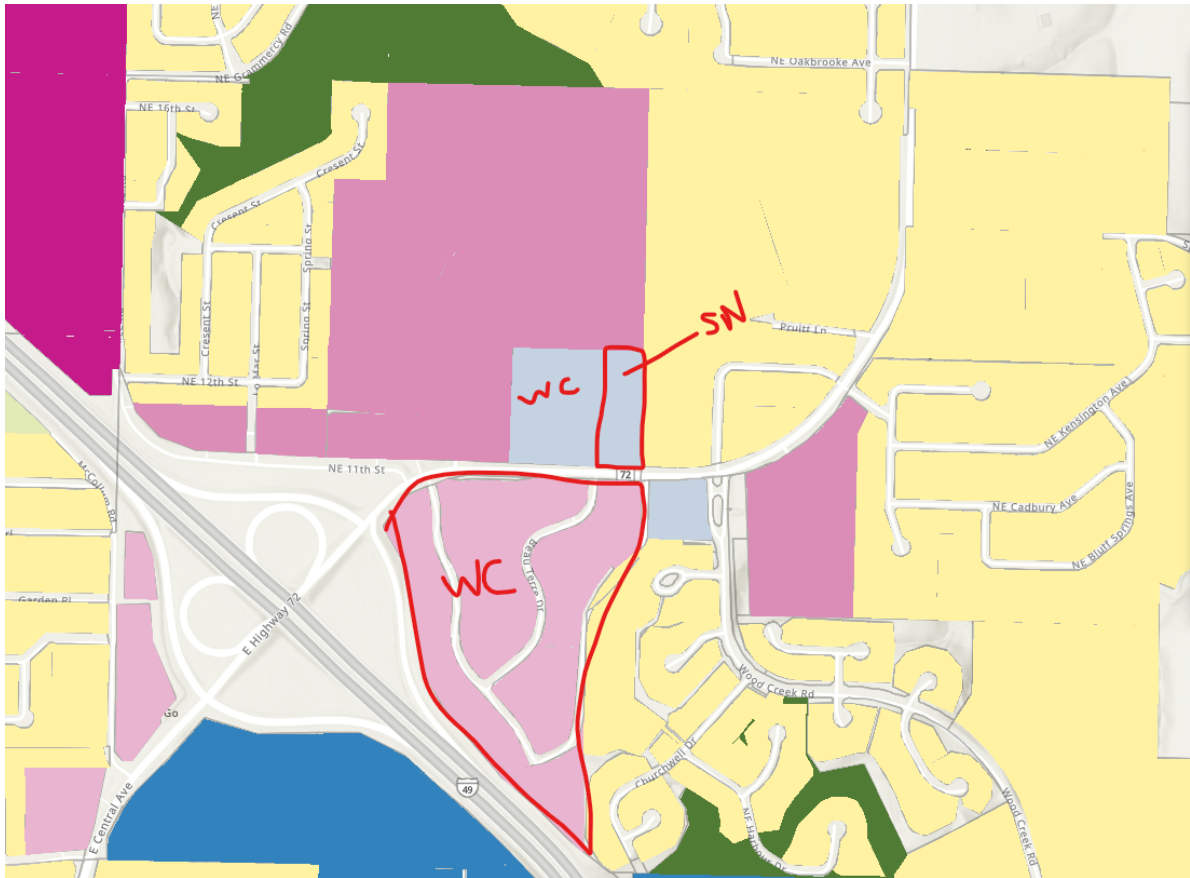
Option 2: Nodal Development

One neighbor suggested the need for neighborhood scale goods and services in the form of the neighborhood center. In this option, we assume that a future access drive on the north side of the road would need to align with either Beau Terre Drive or McClain Road. As such, the Neighborhood Center Place Type is used to anchor the corner, and the remainder remains Walkable Corridor.



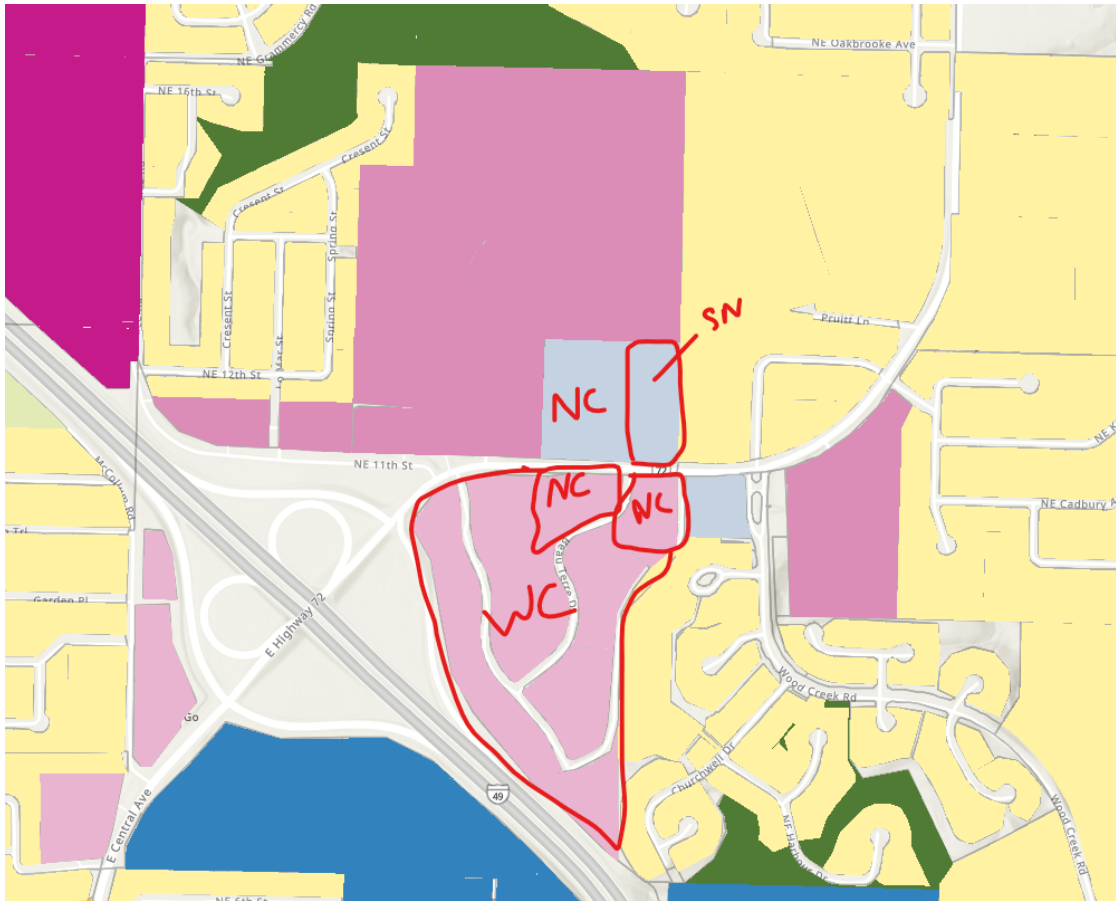
Option 3: Additional Buffer

At our last discussion in this vicinity, Commissioner Davis suggested investigating additional buffer area between the northern property and the single-family subdivision to the east. This third option envisions an additional 100-feet of buffering between the single-family subdivision and the western property. After doing so, there would be roughly 300-feet of buffer between the single-family subdivision and the northern property.



Option 4: Neighborhood Node with Additional Buffer

The fourth option combines the previous two options by creating a neighborhood node on the north and south sides of the road and an additional 100-foot of buffer area.





January 22, 2025

RE: Plan Bentonville Adoption

Mayor and City Council,

Our team is excited to present our year-long efforts on Plan Bentonville for consideration and adoption on January 28, 2025. At the January 21, 2025, Planning Commission meeting, the Planning Commission recommended Chapters 2 and 4 of the Community Plan, the Future Land Use Map, and a new Zoning and Land Use Alignment Policy for adoption by a vote of 5-0 with two revisions to the map and one revision to the alignment policy.

Included within your packet is the same packet presented to Planning Commission. The purpose of this memo is to summarize the Planning Commission revisions.

A. Revision to the Land Use and Zoning District Alignment Policy

Planning Commission requested that adequate infrastructure review criteria in the Enhanced Review (ER) be moved to the Standard Review (SR) Criteria. See below:

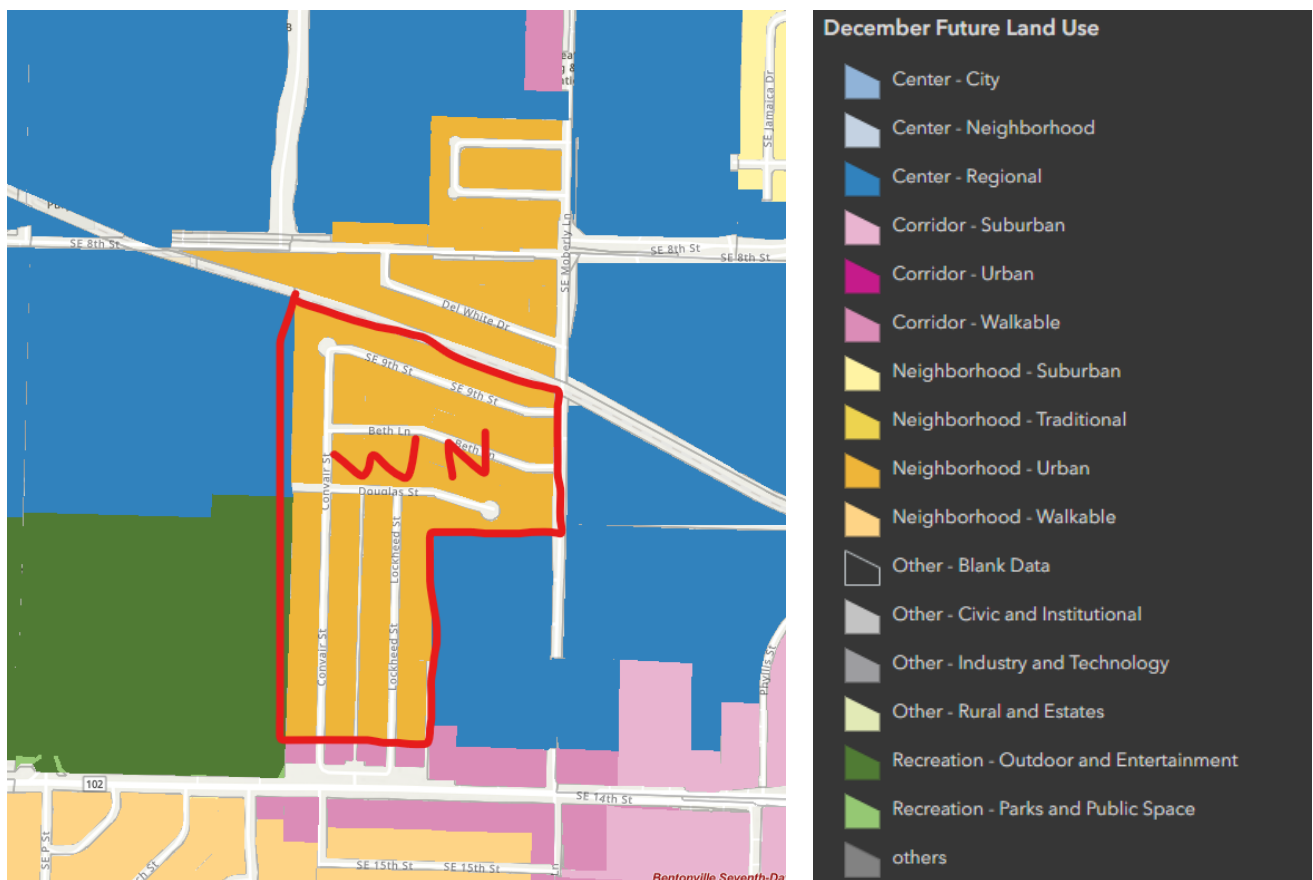
2. **Standard Review Criteria (SR).** When an “SR” is shown in the box where the property’s Place Type intersects with requested Zoning District, the following review criteria applies.
 - (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.
 - (b) The proposed district(s) are likely to implement the place type envisioned by the Future Land Use Map; and
 - (c) The proposed district(s) will result in development compatible with the place type of nearby properties; and
 - (d) Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s); and
3. **Enhanced Review Criteria (ER).** When an “ER” is shown in the box where the property’s Place Type intersects with the requested Zoning District, the following review criteria applies.
 - (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.
 - (b) Review criteria established in *Sec. D.2 Standard Review Criteria*; and
 - (c)(a) ~~Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s); and~~
 - (d)(c) The property is unlikely to develop, or poorly suited for development allowed under districts subject to standard review; and
 - (e)(d) The proposed district is necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public’s health, safety, and welfare.



B. Revisions to the Future Land Use Plan

Revision 1: Convair and Lockheed Neighborhood

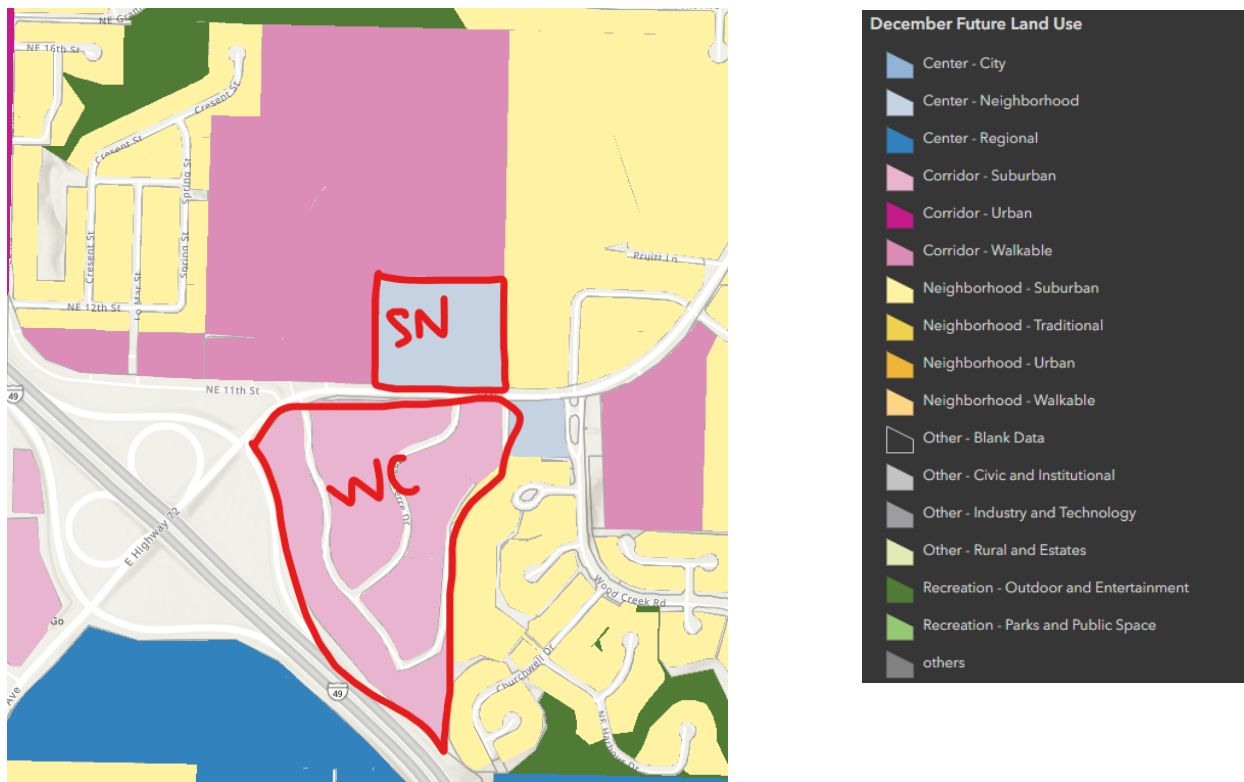
Reflective of their decision on rezoning request on the evening's agenda, the Planning Commission requested that in the Convair and Lockheed vicinity, south of the railroad right-of-way to the north, be amended from Urban Neighborhood to Walkable Neighborhood. See drawing below:





Revision 2: HWY 72 Vicinity

Based upon the volume of comments received in proximity to HWY 72 to the east of I-49, staff facilitated a discussion with the Planning Commission seeking direction and a decision on the Future Land Use in the vicinity. Reflecting these comments, and due to concerns regarding public health, safety, and welfare, the Planning Commission recommended changing the Future Land Use Map for a portion of land on the north side of HWY 72 from Neighborhood Center to Suburban Neighborhood, and for a portion of land on the south side of HWY 72 from Suburban Corridor to Walkable Corridor. Please see the drawing below for details.



We appreciate your careful consideration of the Future Land Use Plan and request your approval of Chapters 2 and 4 of the Community Plan, the Future Land Use Map, and the Land Use and Zoning District Alignment Policy as amended and recommended by the Planning Commission. Please do not hesitate to reach out with any questions or concerns. Thank you.

Respectfully,

Tyler Overstreet
Planning Director
City of Bentonville Planning Department



Future Land Use Map and Zoning Districts Alignment Policy

January 2025

A. Purpose.

This document establishes the policy for reviewing future rezoning requests in the City of Bentonville in the interim between adoption of the FLUM and the new zoning and land development code. All rezoning requests should be reviewed according to the policies and criteria herein.

B. Future Land Use and Zoning.

Future Land Use and zoning are interconnected yet distinct components of city planning. The Future Land Use Map (Map) is an element of the Bentonville Community Plan (Plan), a policy adopted by Resolution, that establishes Place Types (previously called Land Uses) and assigns them to locations where most appropriate to best manage growth, development and infrastructure and service planning. Place Types are a set of intended characteristics and uses, including land uses like residential, commercial, or mixed-use, typical activities, and building scale. Future Land Use provides a structured framework that guides zoning decisions. Through community engagement and careful deliberation, Planning Commission and City Council adopted the Future Land Use Map and replacement of Ch. 2 and Ch. 4 of the Community Plan with Resolution No # on **DATE**.

Zoning Districts are laws adopted by Ordinance. They establish the specific regulations for how land can be used and developed. Each Place Type can incorporate several zoning districts.

The City is in the process of drafting new zoning and development regulations that align with the recently adopted Map. Until those codes are adopted, this alignment policy will guide decision making for rezoning requests. When the new codes are adopted, a new FLUM and Zoning Alignment Policy will be adopted.

C. Alignment Table.

In the alignment table, the Place Types are shown on the left and the currently adopted Zoning Districts are shown at the top. In the box where the Place Type for the property intersects with the Zoning District requested, there will be an “SR”, “ER” or empty box. This determines the level of review based on the appropriateness of the Zoning District for the Place Type.

- 1. Appropriate.** The Zoning District is consistent with the characteristics of the Place Type and therefore conforms to the Future Land Use Map. This is indicated with an “SR” and subject to *Sec. D (2) Standard Review Criteria*.
- 2. May be Appropriate.** The Zoning District is not clearly consistent with the characteristics of the Place Type but may be appropriate upon further review. This is indicated with an “ER” subject to *Sec. D (3) Enhanced Review Criteria*.
- 3. Inappropriate.** The Zoning District does not have any characteristics of the Place Type and therefore does not conform to the Future Land Use Map. This is indicated by a blank box subject to *Sec. D (4) No Action*.

Alignment Table

Place Types listed in order presented in Ch. 4 of Community Plan

SR = Standard Review applies (Sec. D.2); Zoning District is appropriate for the Place Type.

ER = Enhanced Review applies, (Sec. D.3); Zoning District may be appropriate for the Place Type with additional review.

Blank = No action, Sec. D.4; Zoning District is not appropriate for the Place Type.

Zoning District		A1	RE	R1	R2	R3	R4	DN1	DN2	DN3	DN4	DE	DC	C1	C2	C3	I1	I2
Place Type																		
Centers	Regional Center										SR	SR	SR			SR		
	City Center										SR	SR	ER			SR		
	Neighborhood Center										SR	SR		SR		ER		
Neighborhoods	Urban Neighborhood								SR	SR	SR	ER				ER		
	Walkable Neighborhood				ER	ER	ER	SR	SR	SR	ER							
	Traditional Neighborhood			SR				SR	ER									
	Suburban Neighborhood			SR	ER			ER										
Corridors	Urban Corridor											SR	ER			SR		
	Walkable Corridor										SR	ER		SR		ER		
	Suburban Corridor													SR	ER			
Recreation	Outdoor Entertainment	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
	Parks and Public Spaces	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Specialized	Rural and Estates	SR	SR	ER														
	Industry and Technology														SR		SR	ER
	Civic and Institutional	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER	ER
Remaining Districts:		PUD/PRD should follow the review criteria as established in the Zoning Code for PRD/PUD.																
		R-C2, R-C3, RZL and RO districts are not consistent with the Place Types of the Future Land Use Map and rezoning requests to these districts are not supported.																

D. Review Criteria.

The following review criteria are to be used depending on the level of review (SR, ER, Blank) established in the table in *Sec. C Alignment Table*.

1. Criteria for All Rezoning Requests. The following review criteria applies to all rezoning requests.

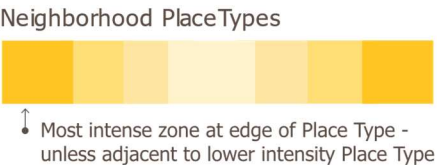
- (a) *Consistency.* Consistency with the Future Land Use Plan and with the vision and policies of the Community Plan.
- (b) *Impact.* Relationship and effect on the land use and zoning of the surrounding area.
- (c) *Compatibility.* Compatibility with recent development activity in the surrounding area.
- (d) *Intensity.* The proposed district(s) are within a reasonable level of intensity of the most intense zone allowed with a Standard Review on adjacent properties. The intensity levels are shown in the graphic below, with least intense on the left and most intense on the right.

← Less Intense										More Intense →						
Rural		Residential								Downtown Commercial		Commercial			Industrial	
A1	RE	R1	DN1	R2	DN2	R3	DN3	R4	DN4	DE	DC	C1	C2	C3	I1	I2

- (1) *Exceptions.* The intensity criteria does not apply in the following instances:
 - a. Significant natural barriers separate the two properties, or
 - b. Roadways of three or more lanes separate the two properties.
- (e) *Orderly Transition.* The proposed district(s) establishes an orderly transition of intensity within and between the place type as follows.
 - (1) *Center or Corridor Place Type.* Where the subject property is within a Center or Corridor place type, higher intensity zones should be interior to the place type to provide an orderly transition between the interior and edge of the place type and adjacent neighborhood place types.



- (2) *Neighborhood Place Type.* Where the subject property is within a Neighborhood place type, higher intensity zones should be located at the edges of the place type when the property lies adjacent to a Center or Corridor place type to provide an orderly transition between the edge of the property and the adjacent place type. Lower intensity zones should be located at the edges of the place type when the property lies adjacent to a Neighborhood place type of a lower intensity.



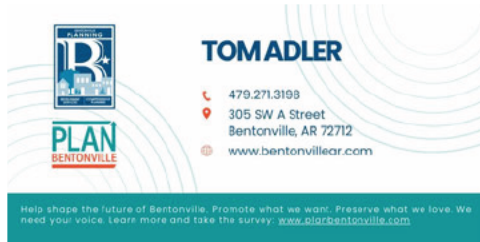
2. **Standard Review Criteria (SR).** When an “SR” is shown in the box where the property’s Place Type intersects with requested Zoning District, the following review criteria applies.
 - (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.
 - (b) The proposed district(s) are likely to implement the place type envisioned by the Future Land Use Map; and
 - (c) The proposed district(s) will result in development compatible with the place type of nearby properties.
3. **Enhanced Review Criteria (ER).** When an “ER” is shown in the box where the property’s Place Type intersects with the requested Zoning District, the following review criteria applies.
 - (a) Review criteria established in *Sec. D.1 Criteria for All Zoning Requests*.
 - (b) Review criteria established in *Sec. D.2 Standard Review Criteria*; and
 - (c) Adequate infrastructure exists or is planned to serve the development allowed in the proposed district(s); and
 - (d) The property is unlikely to develop, or poorly suited for development allowed under districts subject to standard review; and
 - (e) The proposed district is necessary to allow economic development of regional significance or a use unique in the region and its impact can be mitigated to preserve the public’s health, safety, and welfare.
4. **No Action.** When the box is blank where the property’s Place Type intersects with the requested Zoning District, staff should recommend to the applicant not to proceed with the request unless and until the Future Land Use Map or alignment policy are amended accordingly. Should an applicant proceed with the request, the standard recommendation should be denial.

E. Applicant Responsibility.

1. **Mix Districts.** Applicants are encouraged to use a mix of zoning districts in order to better align with these review criteria.
2. **Address Review Criteria.** In the narrative portion of the application, applicant must describe how the propose rezoning meets the criteria.

FW: 3509 E. Central Avenue | Future Land Use Plan

From Thomas Adler <tadler@bentonvillear.com>
Date Tue 1/21/2025 1:29 PM
To Sophie McAdara <smcadara@bentonvillear.com>



From: Dana Davis <ddavis@bentonvillear.com>
Sent: Tuesday, January 21, 2025 1:25 PM
To: Tyler Overstreet <toverstreet@bentonvillear.com>; Thomas Adler <tadler@bentonvillear.com>
Subject: Fwd: 3509 E. Central Avenue | Future Land Use Plan

Received today. Wanted to make sure it was in the record. d

Begin forwarded message:

From: Wes Woolbright [REDACTED]
Date: January 21, 2025 at 11:27:26 AM CST
To: Dana Davis <ddavis@bentonvillear.com>
Subject: 3509 E. Central Avenue | Future Land Use Plan

[REDACTED]
Mr. Davis,

Good morning.

I am writing to request that the Planning Commission in its Future Land Use Plan designate the entire lot at 3509 E. Central Avenue as Suburban Neighborhood not Walkable Corridor.

My family lives in the Kensington subdivision and multiple times a day experience the existing traffic dangers related to E. Central Avenue. We recognize that Walkable Neighborhood will drastically increase those risks.

A designation of Walkable Neighborhood means 1500 more opportunities each day for accidents.. This increases the accident risk 6x the risk of Suburban Neighborhood.

While I believe a study has been done regarding the economic and job impacts of the Future Land Use Plan, to the best of my knowledge no research has been done on the safety impact, particularly as it relates to this section of E. Central Avenue and a Walkable Neighborhood designation.

For the sake of those likely to be injured (and God forbid killed) by accidents that happen as a result of a Walkable Neighborhood designation, I plead with you to opt for the less risky Suburban Neighborhood designation or at least delay a decision until a proper safety analysis can be done.

Respectfully submitted,

Wes Woolbright