Revised Agenda:
Adding Old Business 1A.
Revised for Consent Agenda:
New Business Items 2,3,4,5,9,10,11,12 and Utility Board Item 1

City Council Meeting Agenda
August 26, 2025
6:00 PM
Bentonville Public Library - Walmart Room

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 City Council meeting which is held on the second and fourth Tuesdays of the month.
- There is no public comment period at Committee of the Whole meetings.
- Public comments can be made virtually by registering for the City 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 August 26, 2025: Registration Link.

Council Questions/Discussion Concerning the Business Meeting

Call to Order

Pledge of Allegiance

Moment of Silence

Roll Call

Approval of Minutes: August 12, 2025

I. Committee of the Whole - Monday Night Only Items

1. **Wastewater Rate Analysis** — **Informational**
   Raftelis will be presenting the information that was used to determine the proposed wastewater rate.
2. **Population Projections and Future Land Use Build-Out Scenario** — **Informational**
   Planning will summarize the findings of Chapter 2 of the Community Plan and the Future Land Use Build-Out Scenario and how they should be used to inform capital infrastructure planning.
3. **Highway 72 East Discussion** — **Informational**

Discuss the necessity of letter to ARDOT expressing the City's interest in partnering on improvements on SR 72 East from I-49 to Spring Valley Road.

4. **Informational Item For Council Decision On Agenda Addition Request** — **Informational**

City Council action is needed to address the request made by Jennifer Waymack Standerfer for addition to the August 26, 2025 agenda.

II. Consent Agenda: New Business Items 2,3,4,5,9,10,11,12 & Utility Board Item 1

1. **New Business Item 2: Airport Advisory Board Appointment of Beau Walker** — **Appointment**

City Council approval of Mayor Orman's recommendation to appoint Beau Walker to his first 3-year term on the Airport Advisory Board. Mr. Walker's term will expire September 30, 2028.

2. **New Business Item 3: Resolution to Approve Northwest Hospital to Provide Annual Physicals for Firefighters and Some Police Officers** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Northwest Arkansas Hospitals, LLC to provide annual physicals for FF's and some PD Officers not to exceed $138,000.00. This is the 3rd year of a 3-year contract for these services. The update to the contract is how some of the test are grouped and ordered, and changing out one of the test for another. This is a budgeted item. No budget adjustment is needed.

3. **New Business Item 4: Resolution and Budget Adjustment Recognizing a Donation from the Bentonville Rotary Club** — **Resolution**

The fire department would like to recognize $2,200.00 donated by the Bentonville Rotary Club toward the purchase of 3 rescue manikins for training in the amount of $5,720.21. The difference in the amount of the donation and the cost of the manikins will be covered in Fire's 2025 travel & training budget. A budget adjustment is needed.

4. **New Business Item 5: Resolution to award RFP-25-31 for Collection Agency Services to Cedars Business Services** — **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Cedars Business Services for Collection Services as a result of their submission to the City's Request for Proposal (RFP)-25-31 to perform collection services for the Utility Billing department as well as other non-utility departments. No budget adjustment is needed.

5. **New Business Item 9: Resolution Setting a Public Hearing for a Utility Easement Vacation (VAC25-0023)** — **Resolution**

Approve Resolution to set a Public Hearing for September 9, 2025 for a Utility Easement Vacation located at Lot 6, Block 9 of Lincoln & Rice Addition (VAC25-0023).

6. **New Business Item 10: Resolution and Budget Adjustment for Wishing Spring Trail Grant from the Walton Family Foundation** — **Resolution**

Resolution authorizing acceptance of a grant from the Walton Family Foundation, in an amount not to exceed $3,538,831.00, to fund the construction of rerouting Wishing Spring Trail. A budget adjustment is needed.

7. **New Business Item 11: Resolution to Enter Into an Agreement with McClelland Consulting Engineers, Inc.** — **Resolution**

   Resolution Authorizing the Mayor and City Clerk to enter into an agreement with McClelland Consulting Engineers, Inc. in the amount of $74,525.00 for Geo-technical Services for the Wishing Spring Trail project. No budget adjustment is needed.

8. **New Business Item 12: Resolution Awarding IFB-25-47 to Ground Zero Construction for the Wishing Spring Trail Project** — **Resolution**

   Resolution to award IFB-25-47 in the amount of $3,139,753.20 to Ground Zero Construction for the Wishing Spring Trail project. No budget adjustment is needed.

9. **Utility Board Item 1: Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement** — **Resolution**

   Staff requests a Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc, increasing the amount by $500,000.00. Utility Board approved 5-0. A budget adjustment is needed.

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

1. **"Months of Summer Meals" Proclamation** — **Proclamation**

   Proclamation declaring the Summer of 2025 as the "Months of Summer Meals" in the City of Bentonville, Arkansas.

2. **New Business Item 6: Public Hearing to Authorize the Issuance of 2025 Bonds** — **Public Hearing**

   Public hearing authorizing the issuance of a revenue bond in the amount of $55,000,000.00 for the purpose of financing capital improvements to the downtown wastewater facility and the sale of the bond to the Arkansas Development Finance Authority as part of the State Clean Water Revolving Loan Fund Program. An ordinance will be forthcoming at a future meeting.

3. **New Business Item 7: Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0024)** — **Ordinance***

   Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 14 of Kensington Subdivision Phase 1 (VAC25-0024).

4. **New Business Item 8: Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0025)** — **Ordinance***

   Public Hearing and approval of an Ordinance vacating a Street Right of Way located at parcel 01-00747-000, 803 SE J Street of the Walmart Campus (VAC25-0025).

5. **New Business Item 13: Public Art Advisory Committee Appointment of Sara Asplund** — **Appointment**

   Appointment of Sara Asplund to Position 3 on the Public Art Advisory Committee (PAAC) to fill the unexpired term of Chad Nicholson who has resigned due to relocation outside of Bentonville. This term ends on 12/31/2025. At that time, Asplund will be eligible to request reappointment for a full three-year term. Memo and committee application attached.

IV. Utility Board

1. **Utility Board Item 2: Ordinance to Waive Competitive Bidding to Order 3-Phase Transformers** **Ordinance***

Ordinance to waive competitive bidding to purchase 3-Phase transformers from AECI, per the unit prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

2. **Utility Board Item 3: Ordinance to Waive Competitive Bidding to Order Single Phase Transformers** **Ordinance***

Ordinance to waive competitive bidding to purchase single phase transformers from AECI, per the unit prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.

V. Planning

1. **Lot Split - Lots 67 and 68 of Skyview Acres** **Ordinance***

1202 Convair Street **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Lot Split Of Lot 7 And The South 5.5 Feet Of Lot 8 Of Skyview Acres Creating New Lots 67 And 68 Of Skyview Acres To The City Of Bentonville, Arkansas; And For Other Purposes.

2. **Property Line Adjustment - Lots 8 and 9 of The Reserve Subdivision** **Ordinance***

3704 Southwest Regional Airport Boulevard **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Accepting A Property Line Adjustment Of Lots 6 And 7 Of The Reserve Subdivision Creating New Lots 8 And 9 Of The Reserve Subdivision To The City Of Bentonville, Arkansas; And For Other Purposes.

3. **Planned Unit Development - Walmart Campus, Revision 20** **Ordinance***

The south side of SE 10th St, west of Excellence Dr. **The Planning Commission voted 7-0, recommending approval.**

An Ordinance Amending Ord 2025-133; And For Other Purposes.

4. **Southern Sights LLC** **Ordinance***

800 Northwest D Street **The Planning Commission voted 7-0, 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.

5. **Southern Sights LLC** **Ordinance***

802 Northwest D Street **The Planning Commission voted 7-0, 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.

6. **Amendment to the Large Scale Development Expiration Requirements** — **Ordinance***

The Planning Commission voted 7-0, recommending approval.

An Ordinance Amending Bentonville Municipal Code Appendix B Land Development Code Sec. 700.07 Expiration Of Large-Scale Development Approval; And For Other Purposes.

VI. Old Business

1. **Tabled at the August 12, 2025, City Council Meeting: Public Art Complaint Resolution** — **Informational**

   A. Request made by Jennifer Waymack Standerfer to present proposal from artist Paige Dirksen.
   B. City Council final determination on public art piece All Bike(r)s Welcome. No budget adjustment is needed.

2. **Ordinance Suspending Article 2-IX Section 2-553(m) of the Bentonville Municipal Code** — **Ordinance***

   City Council requests suspension of section 2-553(m) until such time as Article 2-IX can be approved as amended by City Council and public art policies and procedures are adopted. No budget adjustment is needed.

3. **Public Art Code and Policy Update** — **Informational**

   Informational item presenting a draft of updates to Article 2-IX and a draft Public Art Policy.

VII. Other Business/Announcements/Comments

Adjournment

Public Comments Concerning Matters of City Related Business

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/25/2025	**Submitted By:**	Preston Newbill
Phone:	479-271-3140	**For Department(s):**	wastewater
Email:	pnewbill@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:	Wastewater Rate Analysis
Action Recommendation & Justification:	Raftelis will be presenting the information that was used to determine the proposed wastewater rate.
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)*

		$ 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		

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 Agenda Item Form

Item Details

Council Meeting Date:	8/25/2025	**Submitted By:**	Tyler Overstreet
Phone:	479-271-3144	**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:	Population Projections and Future Land Use Build-Out Scenario
Action Recommendation & Justification:	Planning will summarize the findings of Chapter 2 of the Community Plan and the Future Land Use Build-Out Scenario and how they should be used to inform capital infrastructure planning.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

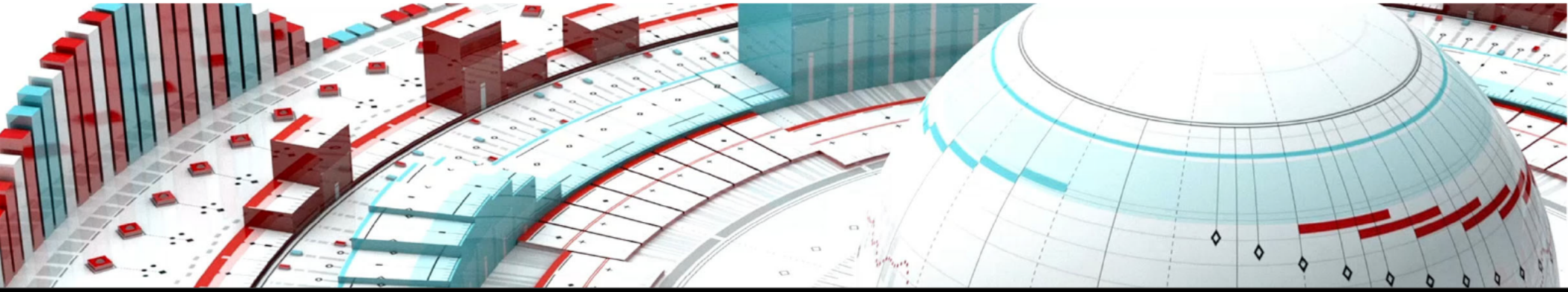
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

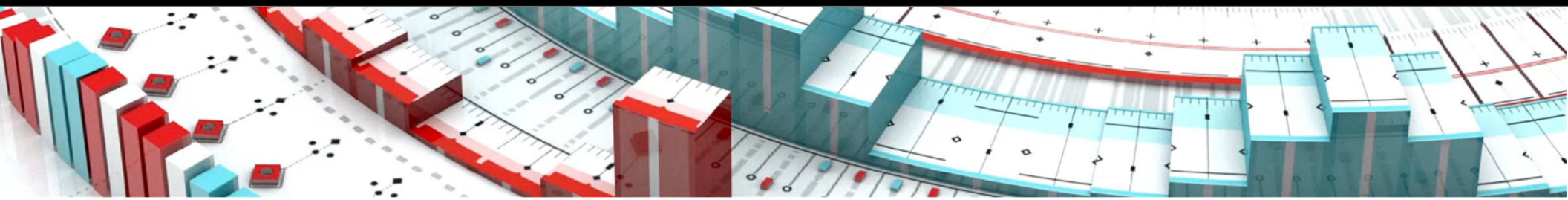
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		
		$ Expense	$ Revenue
Account Number (ORG-OBJECT)	Account Description		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



Population Projection, Future Land Use, and Capital Planning



Presented to City Council October 25, 2022

FEASIBILITY STUDY TO ADDRESS CAPACITY/GROWTH FOR WASTEWATER TREATMENT

HW PROJECT NO. 2021037

OCTOBER 2022

HAWKINS-WEIR ENGINEERS, INC.

BLACK & VEATCH

BENTONVILLE WATER RESOURCE RECOVERY FACILITY

CAPITAL IMPROVEMENT PLAN

[redacted]

PROJECT NO. 2018055

TECHNICAL MEMORANDUM 3

UPDATED U.S. CENSUS FLOW PROJECTIONS

JANUARY 2022

HAWKINS-WEIR ENGINEERS, INC.

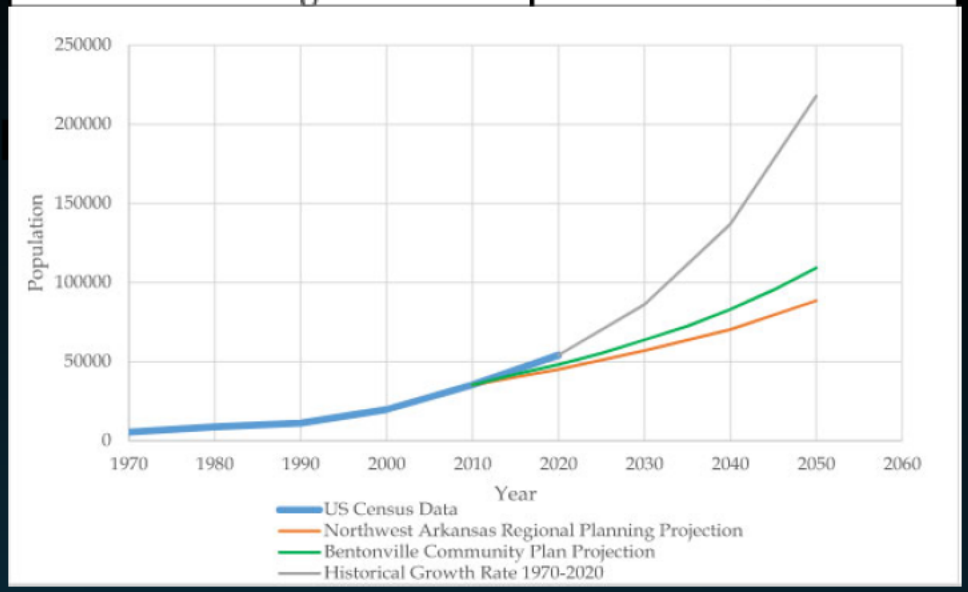
Through a collaborative process with the City of Bentonville, a composite growth rate of 4.0% was selected as a conservative balance between the available projections.

As outlined in TM 1, the *2018 Bentonville City Plan* projected that the population of the City of Bentonville would grow at an annual rate of approximately 2.77%, and that the City would have a population of 48,229 in 2020. The NWARPC projected in the *2040 Northwest Arkansas Metropolitan Transportation Plan* that the population would increase at a rate of 2.32%, and that the City would have a population of 45,280 in 2020. Based on the 2020 U.S. Census, both documents significantly underestimated the actual growth rate of the City, with the *2018 Bentonville City Plan* underestimating the population by 5,935 people (37% difference) and the *2040 Northwest Arkansas Metropolitan Transportation Plan* underestimating the population by 8,884 people (62% difference). The projection in TM 1, based on Historical U.S. Census data from 1970 through 2010, predicted a 2020 population of 56,633 which overestimated the population growth by 2,469 people (12% difference).

Using the 2020 U.S. Census data, updated population projections based on the 4.68% annual growth rate identified in **Table 2** were created and the population projections from all three (3) sources through 2050 are shown in **Figure 1**.

Table 2
Population Growth Rates

Year	Population	Annual Growth Rate
		4.74%
		2.54%
2000	19,730	5.77%
2010	35,301	5.99%
2020	54,164	4.37%
Average		4.68%



Using the composite 4.0% growth rate developed in collaboration with the City of Bentonville, along with the population growth rate projections based on updated U.S. Census data and the original projections from TM 1 based on the City of Bentonville's 2018 *Bentonville City Plan* and the NWARPC *2040 Northwest Arkansas Metropolitan Transportation Plan*, the projected average daily influent flow to the Bentonville WRRF was updated. **Figure 2** shows the updated projected average daily flow (ADF) based on the four (4) population projections. As with TM 1, the projections all assume that the proposed improvements are online in 2025 and project growth through 2045 based on a 20-year design life.

Table 3
Updated Bentonville WRRF Corrected Influent Flow

Year	Average Daily Flow	Peak Wet Weather Flow	Wet Weather Peaking Factor
2014	2.90	8.79	3.0
2015	3.57	15.00	4.2
2016	2.23	5.94	2.7
2017	2.50	13.17	5.3
2018	2.39	9.97	4.2
2019	3.70	12.28	3.3
2020	3.04	9.45	3.1
Average	2.90	10.66	3.69

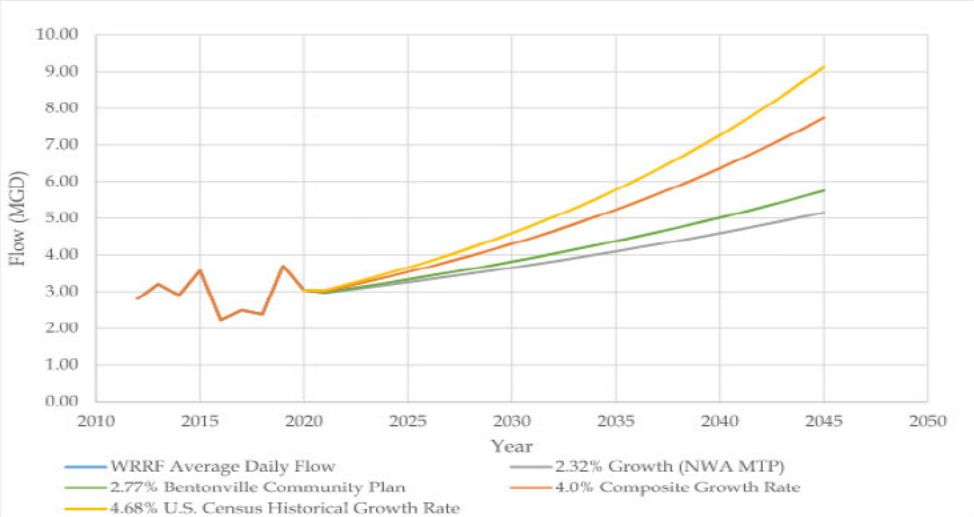


Figure 2 – Average Daily Influent Flow Projections

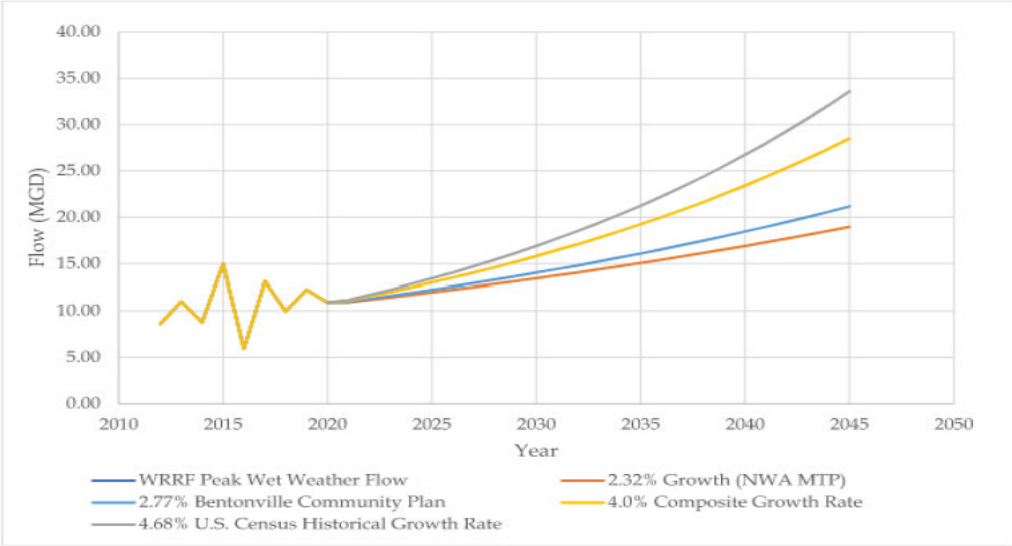


Figure 3 – Peak Wet Weather Flow Projections

Based on these updated projections, the projected ADF based on the 4.0% population growth rate will increase to 7.7 MGD from 3.0 in 2020. The projected ADF based on the 2020 U.S. Census, the NWARPC projected growth rate, and Bentonville's projected growth rates remain at 9.1, 5.2, and 5.8 MGD respectively.

Based on these updated projections, the PDF at the Bentonville WRRF is still expected to increase to 18.8 MGD using the NWARPC growth rate, to 21.0 MGD using the City of Bentonville's growth rate, and to 33.6 MGD using the updated U.S. Census historical growth rate. Using the 4.0% composite growth rate, the PDF is projected to increase to 28.5 MGD.

HAWKINS ENGINEERING

MEMORANDUM

To:	Mr. Mike Bender, P.E., W Mr. Patrick Johndrow, Fi
From:	Brett D. Peters, P.E.
Re:	Project Cost Increase Ex
Project:	Bentonville Water Resou Bentonville, Arkansas
HWEI Project No:	2021037
Date:	February 6, 2025

The purpose of this Memorandum is to offer
Estimate and the Construction Manager-At-Ris
Guaranteed Maximum Price (GMP – Phases 1 and
Estimate as defined in the Preliminary Engin
$97,759,381.00 and served as the basis for the
Revolving Fund (CWSRF) loan application to the A
– A Division of the Arkansas Department of Ag
designated for construction, including contingenc
legal, and capitalized interest during construction
phases of the project totals $130,056,396.00, inclu
in engineering, legal, and capitalized interest duri
$152,759,381.00, therefore requiring a supplem
additional $55,000,000.00.

We have defined the following contributing
increase by $55,000,000.00 ($55M) from $97,759,

- *Accelerated Design Schedule*. HW was
design phase services in September 2023, and complete
facilitate the CMAR's preparation of their GMP prior to AN
Otherwise, the City would have had to turnback low intere
that would negate a savings to the City of $26.2M over the
7-month engineering design phase concentrated on
mechanical and site civil plans with limited development
aspects of the design due to these time constraints. As
additional risk in providing a GMP prior to development of
resulted in an increased GMP. Typically, the engineering d
magnitude would minimally extend over an 18-month perio

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- *Contract Time*. The PER assumed a 36-month cons
CMAR estimates a minimum construction Contract T
to 60-months depending upon the time lapse betwee
Phase 2 construction scope of services. This lengthe
is the result of the sequence of construction required t

(NACA) Wastewater Treatment Plant (WWTP) pric
Project bidding. This cost estimate was part of
wastewater flow from Bentonville's north collectio
treatment. The cost estimate we prepared through t
were comparable. In retrospect, this provided a fa
estimating methodology used to estimate the Benton

2021037\Correspondence\MB020625BP Memo.doc

- *Value Engineering*: Following receipt of the CMAR's GMP, we collaborated with the City and the CMAR to consider several value engineering (VE) items that would eliminate project scope in an effort to reduce project costs. These VE efforts resulted in the final adjusted total project cost of $153M.

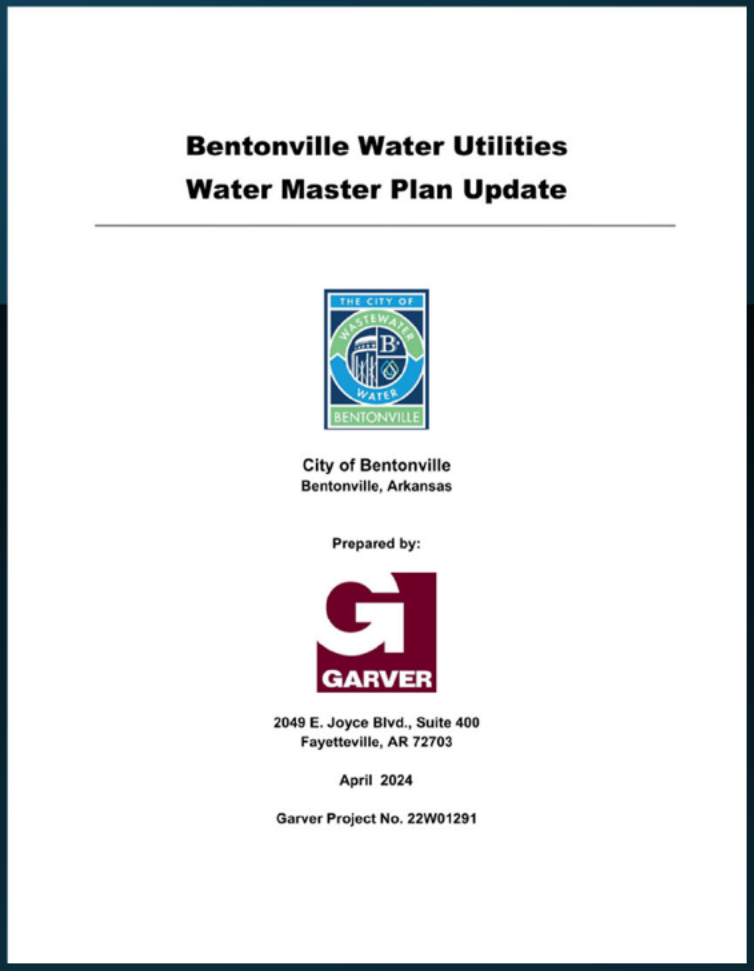
Taking all these contributing factors into consideration and acknowledging the increased project
alternative to increase the capacity of the
GD) remains the most economically viable
o need to point out the urgent need for
ction system and therefore the Bentonville
daily wastewater flows generated in the
lle WRRF's treatment capacity by 2028.
ity needs to proceed with the proposed
st of $153M.

2021037\Correspondence\MB020625BP Memo.doc

The purpose of this Memorandum is to offer an explanation between our (HW) Engineer's Cost Estimate and the Construction Manager-At-Risk's (CMAR's – Crossland Heavy Contractors) Guaranteed Maximum Price (GMP – Phases 1 and 2) for the referenced project. The Engineer's Cost Estimate as defined in the Preliminary Engineering Report (PER), dated October 2022, is $97,759,381.00 and served as the basis for the City of Bentonville's original Clean Water State Revolving Fund (CWSRF) loan application to the Arkansas Natural Resources Commission (ANRC) – A Division of the Arkansas Department of Agriculture. Of this amount, $84,742,000.00 was designated for construction, including contingency, with the balance appropriated for engineering, legal, and capitalized interest during construction. The CMAR's GMP, dated May 2024, for both phases of the project totals $130,056,396.00, including approximately 9.3% in contingency. Factoring in engineering, legal, and capitalized interest during construction expenses, the total project cost is $152,759,381.00, therefore requiring a supplemental CWSRF loan application to ANRC for an additional $55,000,000.00.

We have defined the following contributing factors that have caused the total project cost to increase by $55,000,000.00 ($55M) from $97,759,381.00 ($98M) to $152,759,381.00 ($153M).

Presented to City Council February 12, 2024



Bentonville Water Utilities
Water Master Plan Update

City of Bentonville
Bentonville, Arkansas

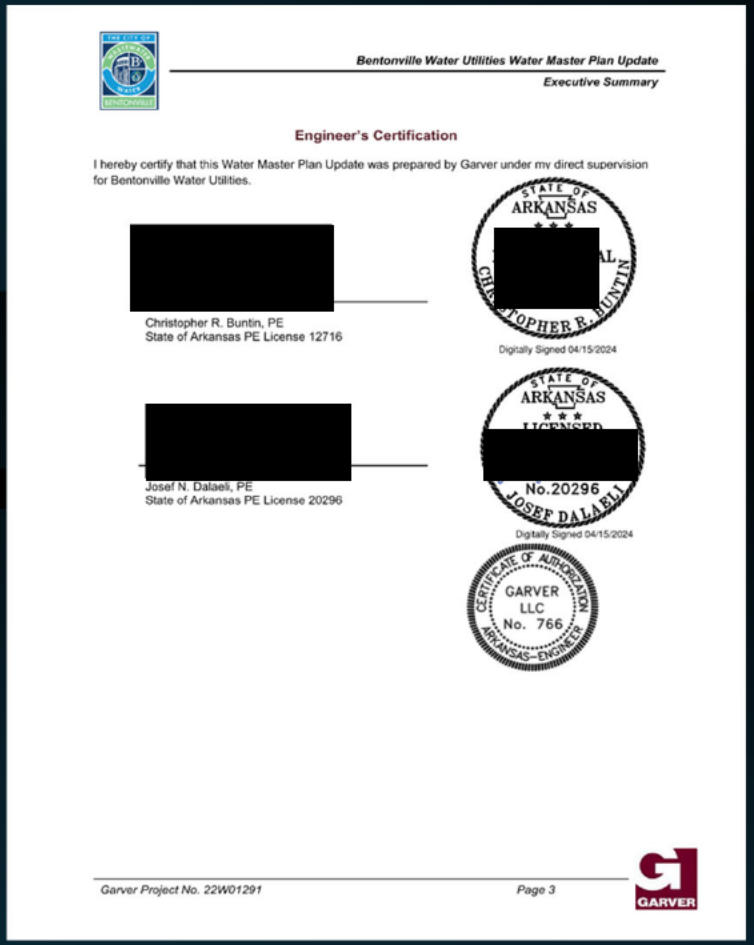
Prepared by:

GARVER

2049 E. Joyce Blvd., Suite 400
Fayetteville, AR 72703

April 2024

Garver Project No. 22W01291



Bentonville Water Utilities Water Master Plan Update
Executive Summary

Engineer's Certification

I hereby certify that this Water Master Plan Update was prepared by Garver under my direct supervision for Bentonville Water Utilities.

[redacted]
Christopher R. Buntin, PE
State of Arkansas PE License 12716

STATE OF ARKANSAS
[redacted]
CHRISTOPHER R. BUNTIN
Digitally Signed 04/15/2024

[redacted]
Josef N. Dalaeli, PE
State of Arkansas PE License 20296

STATE OF ARKANSAS
LICENSED
[redacted]
No.20296
JOSEF DALAELI
Digitally Signed 04/15/2024

CERTIFICATE OF AUTHORIZATION
GARVER LLC
No. 766
ARKANSAS ENGINEER

Garver Project No. 22W01291 *Page 3*

GARVER

BWU staff provided a population growth rate range of 5% to 6.5% for the BWU retail and Cave Springs wholesale service areas through 2045. Figure 4-2 shows the projections for the retail, wholesale, and total water supply populations based on the 6.5% growth rate. The Bella Vista POA provided population and demand projections using a constant growth rate of 3%.

4.1 Population Projections

Garver used population estimates reported by the U.S. Census Bureau from 1980 to 2021 to identify historical trends in population growth, as discussed in Section 3.1. In addition to U.S. Census estimates, Garver also compared projections from the 2018 WMP, 2018 Bentonville Community Plan, and NWARPC MTP. According to the 2018 Bentonville Community Plan, the area that was within a quarter mile of existing utilities in 2018 has the capacity to support a population of at least 110,000 people. Additional development is anticipated as access to utilities expands and redevelopment occurs in and around the core of the City, so there appears to be ample developable land to accommodate projected growth for the foreseeable future.

Figure 4-1 shows historical Bentonville population growth compared to recent projections. The blue line represents a linear growth projection from the 2020 population to the NWARPC 2045 population projection. Recent growth significantly exceeded the growth projected in the 2018 Community Plan and Water Master Plan.

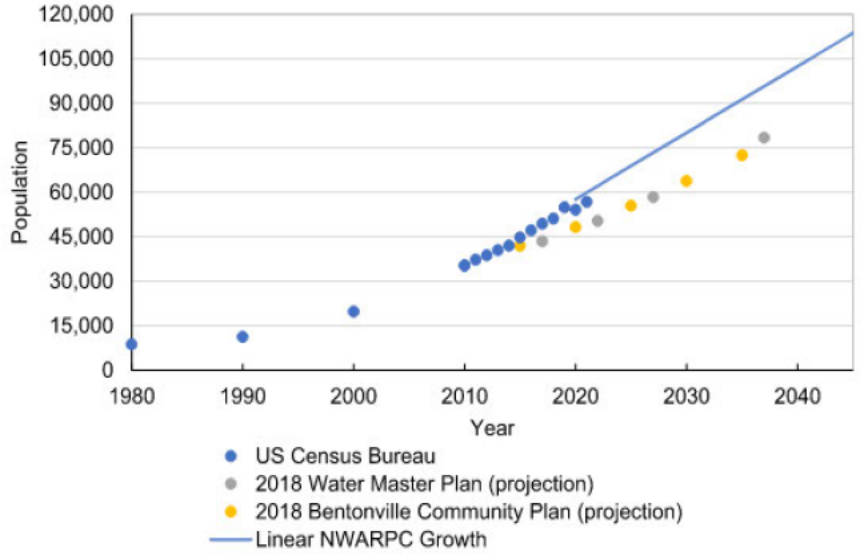


Figure 4-1: Previous Bentonville Population Projections

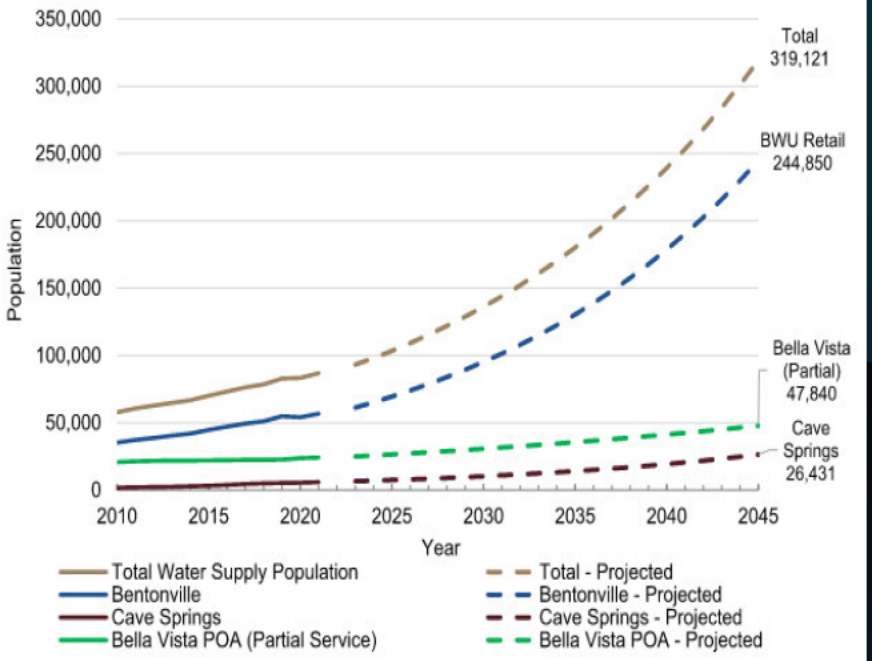


Figure 4-2: Projected Retail and Large Wholesale Customer BWU Service Population With 6.5% Growth Rate

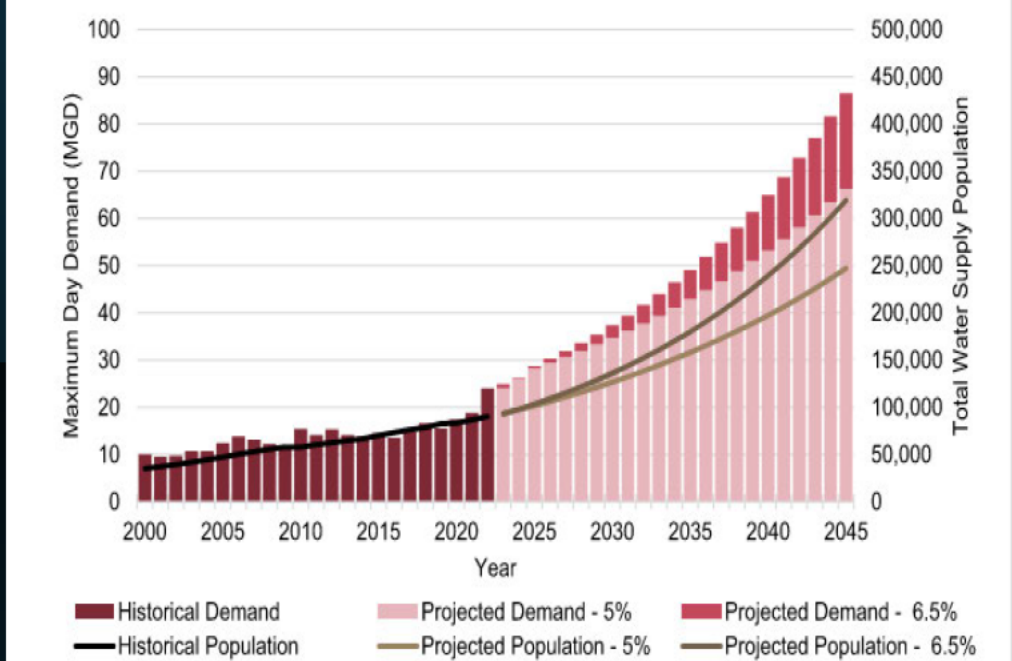


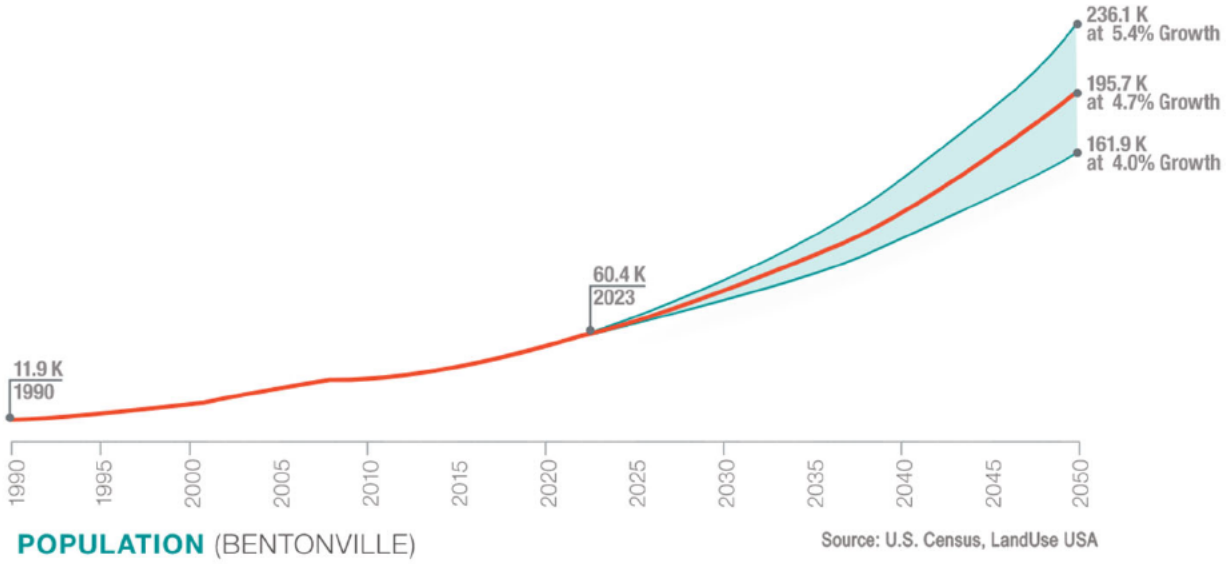
Figure 4-4: Historical and Projected Maximum Day Demands

Project Identification							Schedule				
Project	Description	Size	Location	Flexibility	Primary Trigger	Secondary Trigger	Capacity Threshold	Threshold Year	Start Date	Project Complete	Total Project Duration
1	Supply Transmission Main Extension	48-inch	Existing 48-inch to I Street Tank Site	Low	Capacity	Growth	MDD = 26.5 MGD	2024-2026	11/1/2023	2025	30
2	East Loop	24-inch	Moberly Lane 24-inch to Highway 102 Tank Site	Low	Operational	Capacity	N/A	2023-2024	3/1/2024	2026	30
3	Northeast Elevated Storage Tank	2 MG	N Water Tower Road	Medium	Capacity	Operational/Growth	Retail ADD = 12.5 MGD	2023-2024	3/1/2024	2027	36
4	Western Corridor Transmission Main	48-inch	Western Corridor Pump Station to Supply Transmission Main	Low	Capacity	Operational/Growth	MDD = 30 MGD	2027-2030	3/1/2024	2028	48
5	Southwest Elevated Storage Tank and Transmission Main	2 MG 24-inch	SW Barron Road to SW Rainbow Farm Road	Medium	Capacity	Operational/Growth	Retail ADD = 14.5 MGD	2024-2028	1/1/2025	2028	36
6	I Street Ground Storage Tank Replacement	6 MG	I Street and Walton Boulevard	Medium	Capacity	Operational/Growth	Retail ADD = 16.5 MGD	2026-2032	1/1/2026	2028	30
7	Southwest GST, Pump Station, & Transmission Main	6 MG 36-inch	Morning Star Road to SW Opal Road	Medium	Capacity	Operational/Growth	Retail ADD = 19.5 MGD	2027-2033	1/1/2027	2029	30
8	Northeast Loop Phase I	24-inch	Tiger EST to J Street	Medium	Operational	Capacity	N/A	2027-2033	1/1/2028	2030	30
9	Central Transmission Main	24-inch	I Street Tank Site to Core Transmission Loops	High	Operational	Capacity	N/A	2028-2033	1/1/2029	2031	30
10	Northeast Loop Phase II	24-inch	NE Tiger Boulevard to Southeast 8th Street	High	Capacity	Operational/Growth	N/A	2031-2033	6/1/2030	2032	30

2023 Costs					Forecasted Cost[1]			
Project	Professional Services – Design, Bidding, and Construction Services	Easement Acquisition	Total Construction Cost	Total Project Cost	Professional Services – Design, Bidding, and Construction Services	Easement Acquisition	Total Construction Cost	Total Project Cost
1	$2,708,000	$1,354,000	$13,537,000	$17,599,000	N/A	N/A	N/A	N/A
2	$1,345,000	$673,000	$6,723,000	$8,741,000	N/A	N/A	N/A	N/A
3	$1,383,000	$169,000	$13,826,000	$15,378,000	N/A	N/A	N/A	N/A
4	$10,477,000	$5,239,000	$52,384,000	$68,100,000	N/A	N/A	N/A	N/A
5	$2,070,000	$848,000	$20,696,000	$23,614,000	$2,262,000	$927,000	$23,294,000	$26,483,000
6	$2,205,000	N/A	$22,048,000	$24,253,000	$2,482,000	N/A	$25,560,000	$28,042,000
7	$6,917,000	$1,479,000	$34,582,000	$42,978,000	$8,019,000	$1,715,000	$41,293,000	$51,027,000
8	$866,000	$433,000	$4,327,000	$5,626,000	$1,035,000	$518,000	$5,322,000	$6,875,000
9	$1,046,000	$523,000	$5,230,000	$6,799,000	$1,287,000	$644,000	$6,626,000	$8,557,000
10	$1,414,000	$707,000	$7,070,000	$9,191,000	$1,792,000	$896,000	$9,225,000	$11,913,000

Phase 1
Adopted by
City Council
February 11,
2025

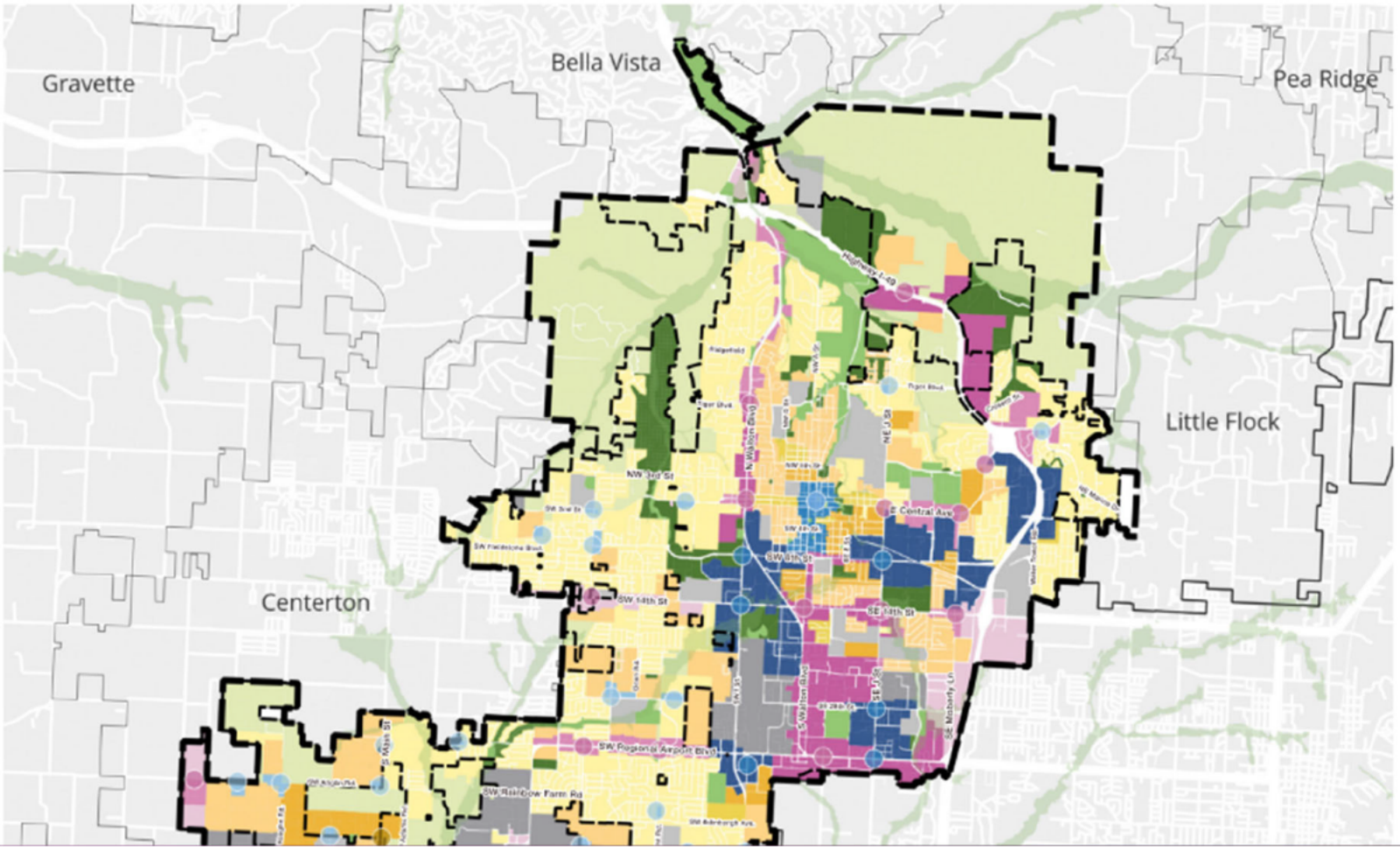
PLAN BENTONVILLE

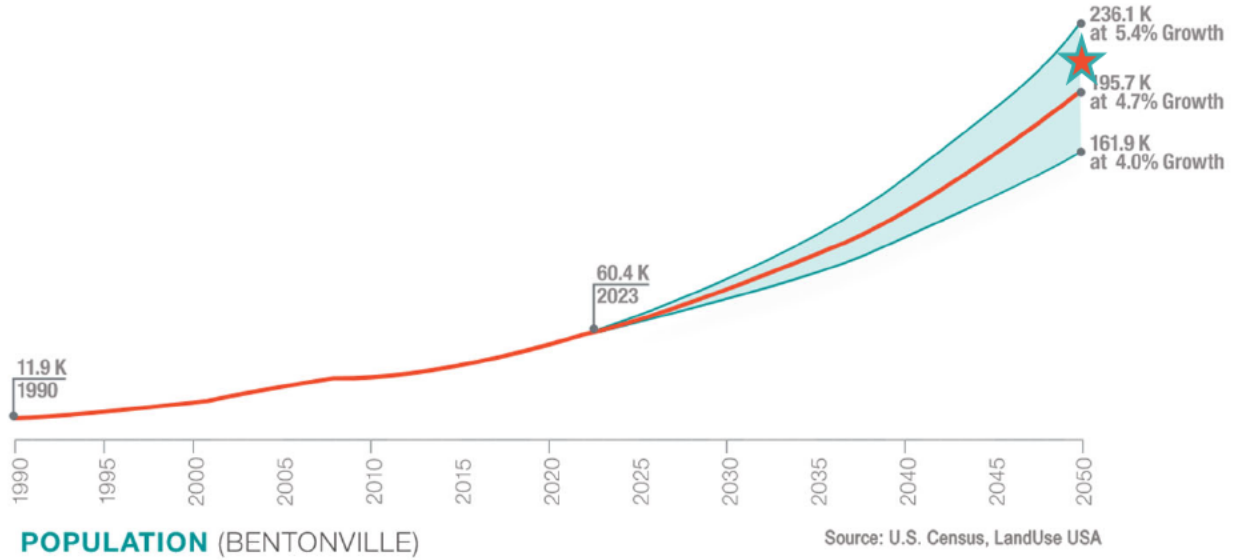


- Chapter 2: Community Profile, establishes the demographic data and projections that inform the rest of the Future Land Use Plan

Chapter 2 of the Community Plan

Future Land Use Map



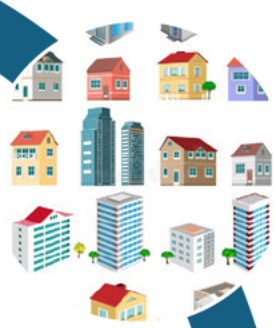






2024 Population Estimate	Growth Rate	2050 Population Estimate	When will we hit build-out?
63,089	3.0%	132,094	**2066**
	3.5%	149,095	**2060**
	4.0%	168,185	**2056**
	4.7%	198,894	**2051**
	5.4%	234,946	**2048**

Future Land Use Scenario Model



Building Types



Zoning Districts





Place Types

Building Types

- The Future Land Use Plan Model includes various building types, and calculates a net population/employment density for each
- The building types are based on typical development typologies and range in size and scale.
- The net density is calculated after accounting for typical lot size, parking, height, floor area ratio, and setbacks in a typical form-based code

Type of Building Used for Growth Projections			$
Building Type (DPZ) (UF: Component)	Units	Net Density	Net Contribution Per Acre
AG - Medium	1	0.1 du/ac	$ (1,057.00)
AG - Small	1	0.2 du/ac	$ (1,495.00)
SFD - Estate	1	1.0 du/ac	$ (9,191.00)
SFD - Large	1	4.0 du/ac	$ (5,113.00)
SFD - Medium	1	7.3 du/ac	$ 379.00
SFD - Small	1	10.9 du/ac	$ 7,519.00
SFD - Cottage	1	14.5 du/ac	$ 9,206.00
TH - Tuck-under	1	31.1 du/ac	$ 18,716.00
TH - Typical	1	21.8 du/ac	$ 4,888.00
MF-SM - 6 Unit	6	36.3 du/ac	$ 6,929.00
MF-MD - 20 Unit	20	39.6 du/ac	$ 9,629.00
MF-LG - 4 Stories	33	65.3 du/ac	$ 20,494.00
MF-LG - 6 Stories	50	98.0 du/ac	$ 36,988.00
MF-LG - 8 Stories	78	154.4 du/ac	$ 73,011.00
MF-LG - 10 Stories	104	205.9 du/ac	$ 95,828.00
Retail - 1 Story	0	0.0 du/ac	$ 97,142.00

Site Coverage									Parking						
											Parking Spaces				
Total Parcel Area (sq ft)	Parcel Acreage	Building Footprint (% or sq. ft)	Structured Parking (% or sq. ft)	Surface Parking (% or sq. ft)	Other Hardscape (% or sq. ft)	Non-Hardscape (% or sq. ft)	Irrigated	Non-Irrigated	Parking area per acre	Structured Parking Area (sq. ft.)	Surface	Surface (sq. ft. / space)	Structured	Structured (sq. ft. / space)	Internal Parking Area (sq. ft.)

Zone (UF Building Types)	Net Density	Mixture of Building Types (UF Component																
		AG - Medium	AG - Small	SFD - Estate	SFD - Large	SFD - Medium	SFD - Small	SFD - Cottage	TH - Tuck-under	TH - Typical	MF-SM - 6 Unit	MF-MD - 20 Unit	MF-LG - 4 Stories	MF-LG - 6 Stories	MF-LG - 8 Stories	MF-LG - 10 Stories	Retail - 1 Story	Office - 1 Story
T1	0.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
T2	0.1 du/ac	80%	20%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
T3.1	1.9 du/ac	0%	0%	70%	30%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
T3.2	5.4 du/ac	0%	0%	0.0%	55%	45%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
T4.1	11.1 du/ac	0%	0%	0%	0%	30%	45%	20%	0%	5%	0%	0%	0%	0%	0%	0%	0%	0%
T4.2	16.0 du/ac	0%	0%	0%	0%	15%	25%	35%	10%	10%	5%	0%	0%	0%	0%	0%	0%	0%
T5.1	27.2 du/ac	0%	0%	0%	0%	0%	0%	0%	25%	20%	0%	10%	12%	0%	0%	0%	15%	5%
T5.2	37.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	22%	0%	0%	0%	10%	0%
T6.1	50.3 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	12%	20%	0%	0%	0%	0%
T6.2	54.8 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	15%	0%	0%	0%	0%
SD - Park	0.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
SD - Office Park	0.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	10%	0%
SD - High Comm	0.8 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	0%	0%	0%	0%	65%	15%
SD - Logistics	0.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	10%
SD - Industrial	0.0 du/ac	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	5%	10%

- The Building Types are then apportioned into the appropriate zoning district, based on what types of uses would be allowed in what zoning districts
- The percentages are based on how we *might* anticipate a mix of development types to occur in a typical City.

Zoning Districts

Place Types

Place Type	Density				Zoning Mix														
	Total Units (by typical size)	Gross Denstiy	Net Density	Gross $ Contribution	% Net of Rights-of-way	T1	T2	T3.1	T3.2	T4.1	T4.2	T5.1	T5.2	T6.1	T6.2	SD CS	SD OP	SD COM	SD LOG
Parks and Public Spaces	units	.00 du/ac	.00 du/ac		90%											100%			
Rural and Estates	20 units	.50 du/ac	.56 du/ac	$ (2,565.32)	90%		75%	25%											
Suburban Neighborhood	123 units	2.05 du/ac	2.56 du/ac	$ (5,224.35)	80%			75%	21%							4%			
Traditional Neighborhood	260 units	3.25 du/ac	4.33 du/ac	$ (2,603.95)	75%			35%	47%	10%						8%			
Walkable Neighborhood (Traditional/Mixed)	590 units	7.38 du/ac	10.54 du/ac	$ 2,923.30	70%				20%	42%	30%					8%			
Urban Neighborhood	1,852 units	11.57 du/ac	16.53 du/ac	$ 10,345.94	70%					20%	47%	25%				8%			
Urban Corridor (Mixed Use)	7,933 units	13.22 du/ac	18.89 du/ac	$ 33,964.35	70%						20%	30%	20%			5%	5%	15%	5%
Walkable Corridor (Transitional/Mixed-Use/ Highway/Suburban)	4,798 units	9.99 du/ac	14.28 du/ac	$ 23,564.26	70%						20%	40%				5%		25%	10%
Suburban Corridor (Commercial)	278 units	.58 du/ac	.83 du/ac	$ 31,475.78	70%				5%									70%	25%
Neighborhood Center	930 units	11.62 du/ac	16.60 du/ac	$ 11,306.17	70%					30%	32%	30%				8%			

Place Type	Zones Permitted													
	T2.1	T2.2	T3.1	T3.2	T4.1	T4.2	T5.1	T5.2	T6	C	R-1	HC	LI	LFI
Centers														
Regional	E						20% max.	60% max.	60% max.	20 % max.	E			
Neighborhood					20% max.	50% max.	60% max.			15% max.				
Neighborhoods														
Urban	E			20% max.	40% max.	60% max.	50% max.	ER		15% max.				
Walkable			20% max.	40% max.	60% max.	50% max.	ER			15% max.				
Corridors														
Urban	E					40% max.	No max.	No max.		15% max.		E		
Walkable						60% max.	No max.	ER		15% max.			ER	
Suburban							No max.	No max.		15% max.		No max.	20% max.	

- The zoning districts are then split across the Place Types based on what zoning districts are most compatible with what Place Types
- In the Bentonville Community Code, once rezoning requests get over a certain size, we are proposing to require a mix of zoning districts similar to the model.

Future Land Use Map

Population and Fiscal Impact by Place Type

Estimated Building Area and Jobs

Dwelling Unit Mix

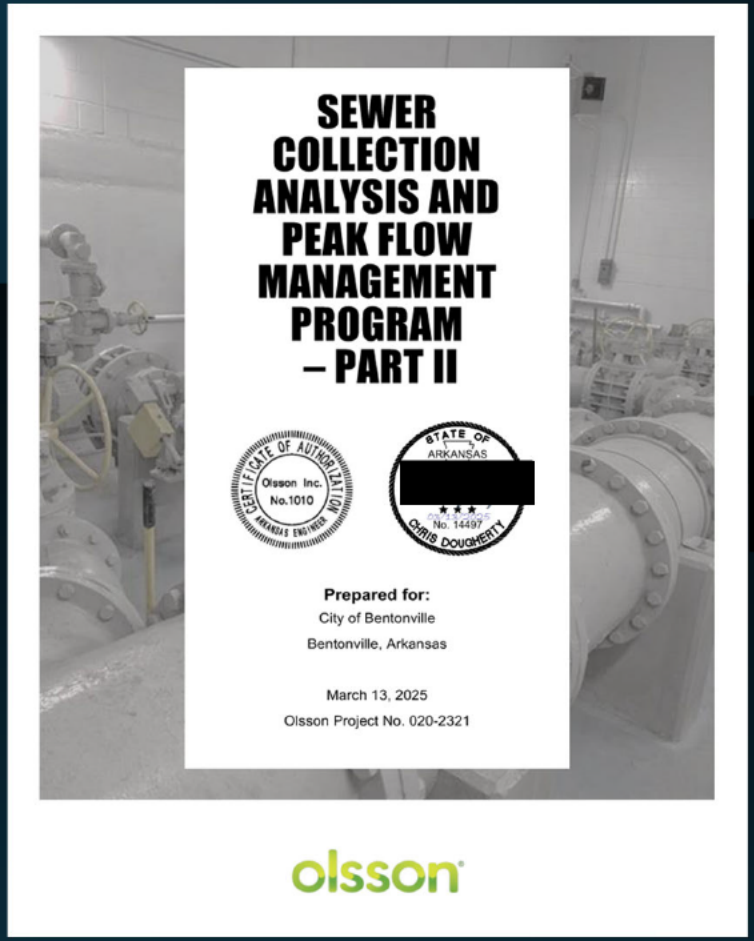
Place Type	Population and Fiscal Impact				Estimated Building Area and Jobs								Dwelling Unit Mix		
	Total Acres	Dwellings	Residential Population	Net Contribution	Multifamily	Office	Office Workers	Commercial	Commercial Workers	Industrial / Warehouse	Industrial Workers	Total Workers	Single Family Units	Townhouse Units	Multi Family Units
Parks and Public Spaces	2,149	0													
Rural and Estates	10,449	5,238	14,143 ppl	$ (26,804,976.44)	sq. ft.	sq. ft.	ppl	sq. ft.	ppl	sq. ft.	ppl	ppl	5,238 units	units	units
Suburban Neighborhood	5,766	11,806	31,876 ppl	$ (30,123,595.18)	sq. ft.	sq. ft.	ppl	sq. ft.	ppl	sq. ft.	ppl	ppl	11,806 units	units	units
Traditional Neighborhood	155	503	1,355 ppl	$ (403,611.51)	sq. ft.	sq. ft.	ppl	sq. ft.	ppl	sq. ft.	ppl	ppl	490 units	12 units	units
Walkable Neighborhood	3,066	22,617	59,662 ppl	$ 8,962,835.96	12,621 sq. ft.	sq. ft.	ppl	sq. ft.	ppl	sq. ft.	ppl	ppl	17,061 units	4,387 units	1,168 units
Urban Neighborhood	686	7,939	18,771 ppl	$ 7,097,313.26	2,365,488 sq. ft.	94,129 sq. ft.	377 ppl	418,350 sq. ft.	1,395 ppl	sq. ft.	ppl	1,772 ppl	2,965 units	2,755 units	2,218 units
Urban Corridor	1,248	16,500	31,537 ppl	$ 42,387,508.36	13,716,190 sq. ft.	4,086,288 sq. ft.	16,346 ppl	3,851,066 sq. ft.	12,837 ppl	1,132,773 sq. ft.	1,416 ppl	30,599 ppl	1,553 units	4,104 units	10,842 units
Walkable Corridor	717	7,166	15,378 ppl	$ 16,895,573.63	4,081,559 sq. ft.	670,640 sq. ft.	2,683 ppl	2,017,933 sq. ft.	6,727 ppl	1,022,685 sq. ft.	1,279 ppl	10,689 ppl	892 units	2,967 units	3,306 units
Suburban Corridor	605	350	662 ppl	$ 19,042,847.32	309,921 sq. ft.	1,192,641 sq. ft.	4,771 ppl	3,104,741 sq. ft.	10,350 ppl	2,230,184 sq. ft.	2,788 ppl	17,909 ppl	115 units	units	234 units
Neighborhood Center	129	1,499	3,493 ppl	$ 1,458,495.80	533,355 sq. ft.	21,241 sq. ft.	85 ppl	94,403 sq. ft.	315 ppl	sq. ft.	ppl	400 ppl	527 units	511 units	460 units
City Center	108	1,960	3,635 ppl	$ 4,271,649.45	1,761,070 sq. ft.	309,028 sq. ft.	1,237 ppl	312,980 sq. ft.	1,044 ppl	sq. ft.	ppl	2,281 ppl	134 units	446 units	1,379 units
Regional Center	856	24,559	36,839 ppl	$ 70,294,351.42	31,937,826 sq. ft.	7,777,882 sq. ft.	31,112 ppl	4,373,248 sq. ft.	14,578 ppl	sq. ft.	ppl	45,690 ppl	units	units	24,559 units
Employment Center	1,012	90	135 ppl	$ 15,833,532.78	119,023 sq. ft.	13,036,156 sq. ft.	52,145 ppl	1,934,129 sq. ft.	6,448 ppl	4,325,011 sq. ft.	5,407 ppl	64,000 ppl	units	units	90 units
Industry & Technology	1,420	95	143 ppl	$ 11,490,854.85	126,185 sq. ft.	2,026,840 sq. ft.	8,108 ppl	2,034,727 sq. ft.	6,783 ppl	15,043,966 sq. ft.	18,805 ppl	33,696 ppl	units	units	95 units
Civic	1,151														
Total	**29,517**	**100,322**	**217,627 ppl**	**$ 140,402,779.71**	**54,963,238 sq. ft.**	**29,214,845 sq. ft.**	**116,864 ppl**	**18,141,578 sq. ft.**	**60,477 ppl**	**23,754,618 sq. ft.**	**29,695 ppl**	**207,036 ppl**	**40,781 units**	**15,182 units**	**44,351 units**
													41%	**15%**	**44%**



Why does this matter?

- With solid estimates for residential population and commercial employment in the build-out scenario, we can estimate infrastructure demand and capacity
- Knowing how and where people *may* live and work in the future (Future Land Use) allows us to better plan public facilities such as parks, or public safety facilities
- Future plans can use this model as a starting place
- **Note:** Changes made during Phase 2 of Plan Bentonville and future land use/zoning decisions may affect build-out potential

Presented to City Council April 7, 2025



5. LANDUSE, FLOW, AND POPULATION PROJECTIONS

The City of Bentonville recently collaborated with another consulting firm to develop their Future Land Use Map (FLUM). The FLUM was the primary source utilized for estimating future sanitary sewer flows for a fully developed (ultimate buildout) condition in the year 2050.

5.1 2050 Future Land Use Plan Update

The updated FLUM provides the foundation for predicting future sanitary sewer flows. It offers a comprehensive framework for land use and development, including zoning regulations, land use categories, and development guidelines, all of which are critical for estimating future flows.

The version used in this report, dated December 18, 2024, includes residential population and commercial population projections for each parcel under the Ultimate Buildout Conditions in 2050. The population value represents the number of residents on a parcel, while the employment value reflects the number of workers. Table 4 below shows the distribution of the residential and commercial populations by subbasin, as projected by the FLUM in 2050.

Table 4. Subbasin Totals by Users.

User	McKisic (MK)	Shewmaker (SM)	South Lift Station (SLS)	Town Branch (TB)	Total
Residential Population	35,399	25,493	35,815	19,801	**116,510**
Commercial Population	23,742	31,265	56,156	38,490	**149,654**

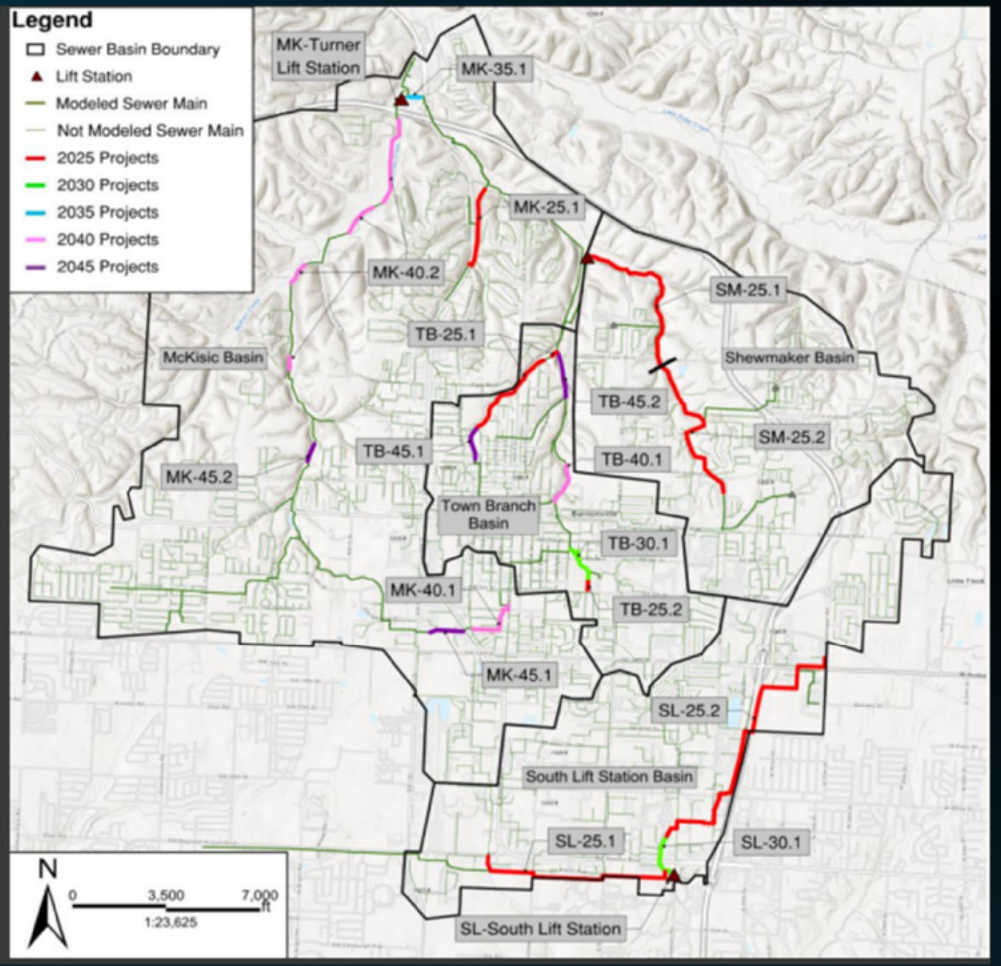
9.3 WRRF Design Flow Projections

The City owns and operates one WRRF which receives flows from the McKisic and North lift stations in addition to the Town Branch basins that flow in by gravity. The South lift station sends its flows to the NACA WWTF. The existing WRRF has a current treatment capacity of 4 MGD and can pass a peak flow of 10 MGD. The city has improvements in progress that will increase the treatment capacity to 8 MGD with a peak flow of 30 MGD. The existing 4 MG of storage in the system at the McKisic Lift Station site is sufficient for current and future conditions.

Summary of System Capacity Improvements

Capacity Improvements Included:

- 17 Projects Upsizing Existing Gravity Sewer Lines
- 1 Project increasing Storage at South Lift Station
- 2 Projects Improving Pumping Capacity at Lift Stations
  - South Lift Station
  - Turner Lift Station



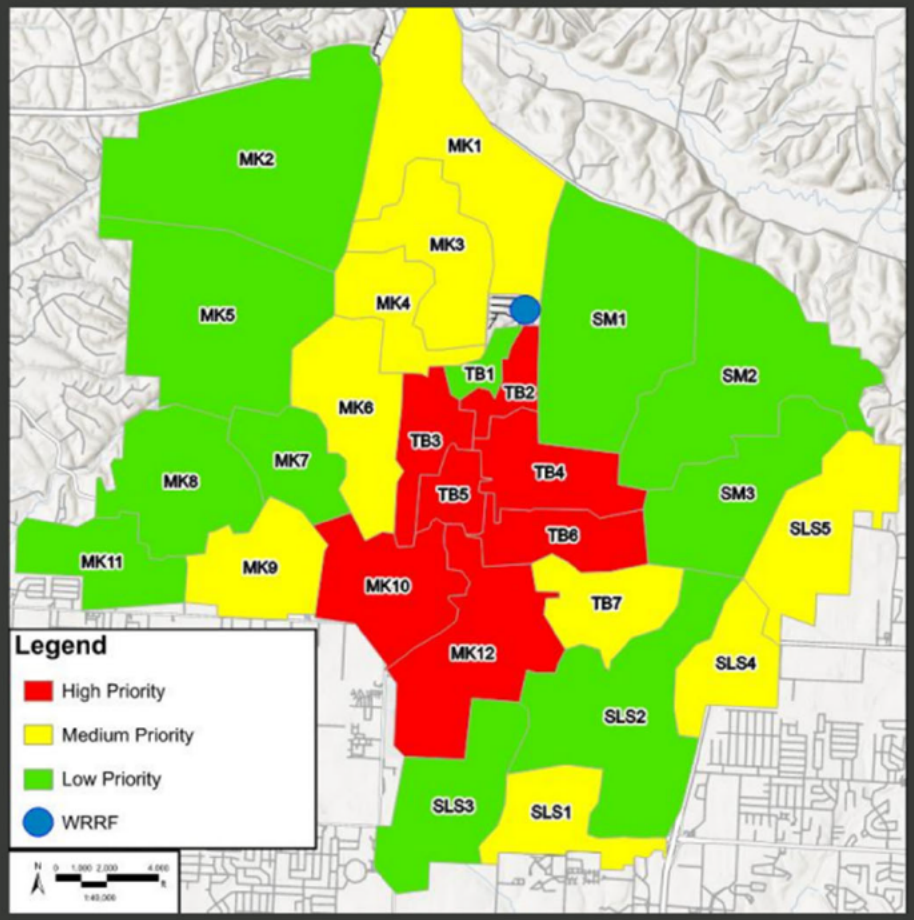
Sub-basins were prioritized by:

- Peak I/I Flow Rates
- Quantity & Size of Existing Pipes and Manholes

Priority	High	Medium	Low
Number of Sub-basins	7	9	11

Source Type	Quantity	Flow Rate (gpm)	% GPM of Total
Public-Sector[1]	743	805	61%
Private-Sector	168	514	39%
Total	**911**	**1,319**	**100%**

[1]*Not all sources recommended for rehabilitation*



I/I Severity & Quantification

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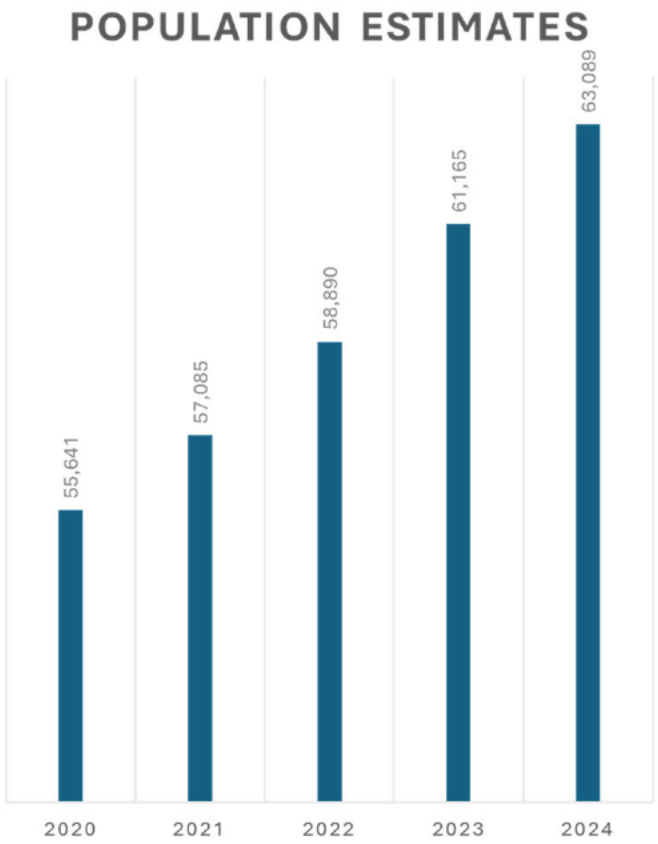
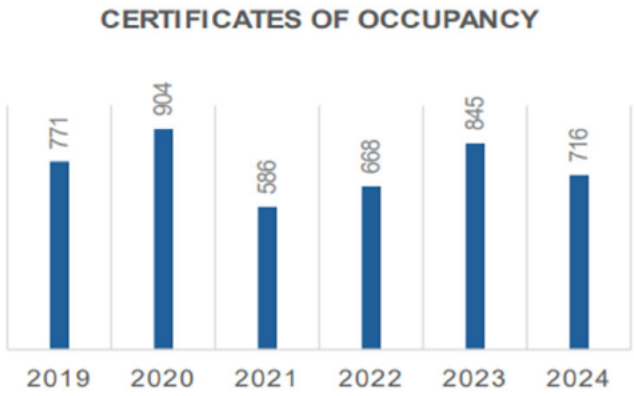
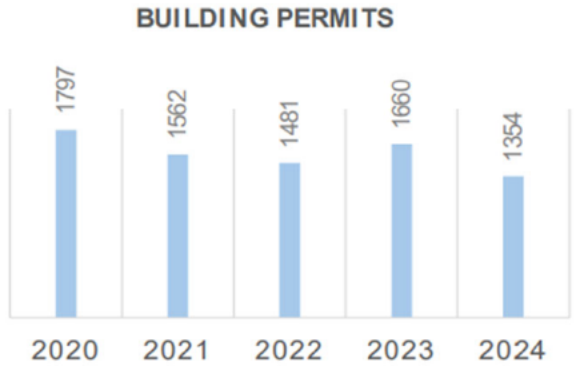
How can we measure progress?



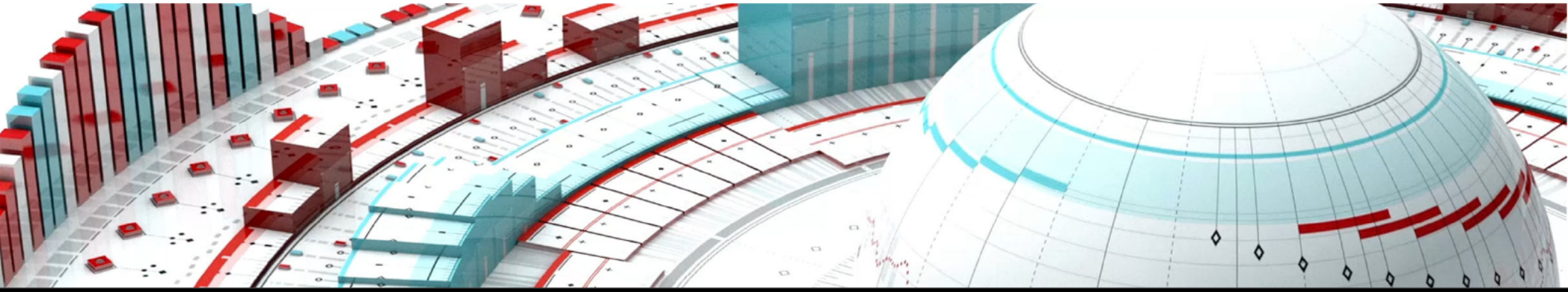
How can we measure progress?



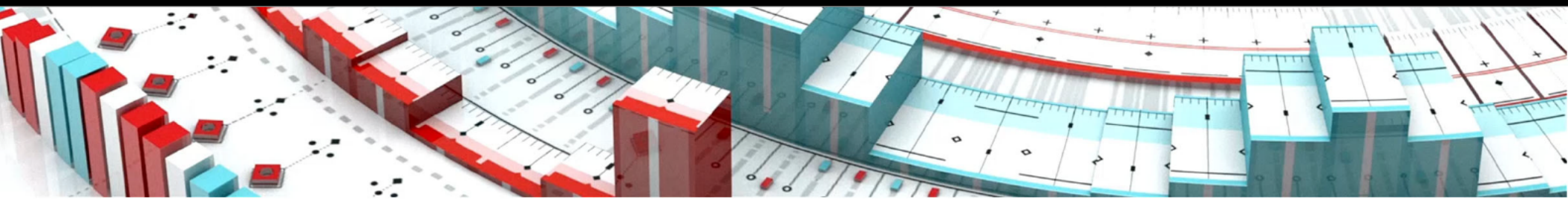




2024 Population Estimate	Growth Rate	2050 Population Estimate	When will we hit build-out?	Average Number of Housing Units Needed Per Year
63,089	3.0%	132,094	**2066**	**1,524**
	3.5%	149,095	**2060**	**1,774**
	4.0%	168,185	**2056**	**2,023**
	4.7%	198,894	**2051**	**2,369**
	5.4%	234,946	**2048**	**2,712**



Population Projection, Future Land Use, and Capital Planning



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Mayor Stephanie Orman
Phone:	(479) 271-5966	**For Department(s):**	Administration
Email:	mayor_assistant@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:	Highway 72 East Discussion
Action Recommendation & Justification:	Discuss the necessity of letter to ARDOT expressing the City's interest in partnering on improvements on SR 72 East from I-49 to Spring Valley Road.
Additional Comments for Consideration (Optional):	This project would be a four (4) lane road with round-a-bouts at Woods Creek and Spring Valley.
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)*

		$ 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		

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 Agenda Item Form

Item Details

Council Meeting Date:	8/25/2025	**Submitted By:**	Legal
Phone:		**For Department(s):**	City Council
Email:			

Item Type (Check all that apply)

☑ **Informational** ☐ **Bid Award** ☐ **Enter into an Agreement** ☐ **Change Order**

☐ **Recognizing Funds** ☐ **Budget Adjustment** ☐ **Waiver of Bid** ☐ **Emergency Clause**

☐ **Ordinance** ☐ **Resolution** ☐ **Informational**

Title, Recommendation & Justification

Title:	Informational Item For Council Decision On Agenda Addition Request
Action Recommendation & Justification:	City Council action is needed to address the request made by Jennifer Waymack Standerfer for addition to the August 26, 2025 agenda.
Additional Comments for Consideration (Optional):	Attorney Jennifer A. Waymack Standerfer sent an email to all City Council members Wednesday, August 20th, containing a modification proposal for the mural All Bike(r)s Welcome. Her email requested that the proposal be added to the August 26th agenda with allowances made for herself and her client, Paige Dirksen, to address council. As this request isn't from city staff, council should advise as to the proper course of action.
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)*

		$ 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		

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 Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Mark Slaughter
Phone:	479-254-2084	**For Department(s):**	Airport
Email:	mslaughter@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:	Airport Advisory Board Appointment of Beau Walker
Action Recommendation & Justification:	City Council approval of Mayor Orman's recommendation to appoint Beau Walker to his first 3-year term on the Airport Advisory Board. Mr. Walker's term will expire September 30, 2028.
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)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

August 26, 2025

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Beau Walker to the City of Bentonville's Airport Advisory Board.

I recommend Beau Walker for appointment to the City of Bentonville's Airport Advisory Board. Mr. Walker's first 3-year term will expire on September 30, 2028.

SO

Stephanie Orman

RECEIVED
07/21/25

Boards and Commissions Application Form

Applicant Information

First Name	Beau
Last Name	Walker
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	6 years
Employer	U.S. House of Representatives
Occupation	Government
Business Phone	[redacted]

(Section Break)

References

Please provide 2 references

Name	Cong. Steve Womack
Email Address	[redacted]
Address	[redacted]
City	Rogers
State	AR
Zip Code	72756

Phone Number	[redacted]
Name	Ms. Debbie Matteri
Email Address	*Field not completed.*
Address	[redacted]
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Bentonville Municipal Airport Advisory Board, Northwest Arkansas Regional Airport Authority, Planning Commission
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	With almost 20 years of experience in community engagement and public work, I have worked for the betterment of my community and our state by way of public service. My experience with the Transportation, Housing and Urban Development Subcommittee on Appropriations and the House Budget Committee, I have a unique perspective on matters involving infrastructure development and the partnerships necessary for success.
2. Why would you like to be considered for appointment to this commission or board?	Since moving back home, I've been looking for opportunities to re-engage at the municipal level while maintaining a focus on the ethical standards required for my current position. "Big picture" and planning for our next generation is a sincere interest of mine. Being a part of our community at the local level where the "rubber meets the road" is a different and welcomed perspective than my current expertise.

3. What do you hope to be able to contribute?	I look to contribute a new perspective - uniting goals with real perspective - and build upon them by utilizing relationships and real opportunities to highlight the growth and opportunities in our city.
4. Meeting Times	AGREED

(Section Break)

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

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

(Section Break)

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

Agreement to Abide by Restrictions on Appointees	Beau Walker
Date	7/21/2025

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Justin Scantlin
Phone:	479-271-5927	**For Department(s):**	Fire and Police
Email:	jscantlin@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 Approve Northwest Hospital to Provide Annual Physicals for FF's and Some PD Officers
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Northwest Arkansas Hospitals, LLC to provide annual physicals for FF's and some PD Officers not to exceed $138,000. This is the 3rd year of a 3 year contract for these services. The update to the contract is how some of the test are grouped and ordered, and changing out one of the test for another. This is a budgeted item. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The need to have annual physicals for FF's is provided for in the standards of NFPA 1582, and in OSHA 1910.134. PD Officers that are exposed to certain environments are also included in the physical program.
Amount for Approval:	**$** 138,000

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):

FD Account 43210 and PD Account 43210

SECOND AMENDMENT TO HOSPITAL SERVICES AGREEMENT

This Second Amendment to Hospital Services Agreement, by and between Northwest Arkansas Hospitals, LLC d/b/a Northwest Medical Center – Bentonville ("Hospital") and City of Bentonville, Arkansas ("Recipient"), is effective as of the last date of parties' signature ("Effective Date").

WITNESSETH

WHEREAS, Hospital and Recipient are parties to that certain Hospital Services Agreement effective January 1, 2023 (the "Original Agreement"); and

WHEREAS, the Original Agreement was subsequently amended by:

that certain First Amendment, dated as of September 3, 2024;

(collectively, with the Original Agreement, the "Agreement");

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) Addendum 1 shall be deleted in its entirety and replaced with the Addendum 1 attached hereto and incorporated herein.

2) Except as set forth above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective on the Effective Date.

RECIPIENT:	**HOSPITAL:**
By: _____	**By: _____**
Printed Name: _____	**Printed Name: _____**
Title: _____	**Title: _____**
Date: _____	**Date: _____**

ADDENDUM 1

DESCRIPTION OF SERVICES

Routine Physical Exam

Medical History

Laboratory Test to Include:

- CBC (Complete Blood Count, Red blood cell count)
- Urinalysis
- CMP (sodium, potassium, chloride, ECO2, Total Bilirubin, glucose, Creatinine, BUN, Calcium, Total Protein, Albumin, ALT, AST, ALP)
- Lipid (Cholesterol, Triglycerides
- Uric Acid
- TSH (Thyroid Function)
- Heavy Metal Poisoning
- PSA (PSA testing (over 40)

Chest X-ray

Electrocardiogram

Cardiac Treadmill Stress Test

Full Pulmonary Function Testing

Coronary Calcium Score

Hospital will provide results on a Fit for Duty form and email to Recipient's human resources department at hr@bentonville.com

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT 2 WITH NORTHWEST ARKANSAS HOSPITALS, LLC D/B/A NORTHWEST MEDICAL CENTER-BENTONVILLE IN AN AMOUNT NOT TO EXCEED ONE-HUNDRED THIRTY-EIGHT THOUSAND DOLLARS ($138,000.00); AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into an agreement with Northwest Arkansas Hospitals, LLC d/b/a Northwest Medical Center – Bentonville on January 1, 2023, to provide annual physicals for firefighters and some police officers for the City of Bentonville who are exposed to certain environments.

WHEREAS, it is now necessary to enter into an amendment #2 in order to update how some of the tests are grouped and ordered and to change out one of the tests for another.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to execute said Amendment #2 with Northwest Arkansas Hospitals, LLC, d/b/a Northwest Medical Center – Bentonville in an amount not to exceed One-Hundred Thirty-Eight Thousand Dollars ($138,000.00) in order to continue to provide physicals for City of Bentonville firefighters and some police officers that are exposed to certain environments.

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:

_____
STEPHANIE ORMAN, MAYOR

ATTEST:

_____
MALORIE MARRS, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Justin Scantlin
Phone:	479-271-5927	**For Department(s):**	Fire
Email:	jscantlin@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 and Budget Adjustment Recognizing a Donation from the Bentonville Rotary Club
Action Recommendation & Justification:	The fire department would like to recognize $2,200.00 donated by the Bentonville Rotary Club toward the purchase of 3 rescue manikins for training in the amount of $5,720.21. The difference in the amount of the donation and the cost of the manikins will be covered in Fire's 2025 travel & training budget. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 2,200.00

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
102020-37010	Miscellaneous Donation	$	$ 2,200.00
102020-45810	Travel & Training	$ 2,200.00	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):
Fire Account - 45810

Bound Tree

Quotation

Quotation#: QUO-81215-Q8L8D9

Last Modified: 08/11/2025 4:15 PM

Customer PO #:

Account Number: 100914ESHIP003

Bill To:
BENTONVILLE FIRE DEPT ESHIP003
1000 SW 14TH ST
BENTONVILLE, AR 72712-3625
Ship Method:
Payment Terms:

Ship To:
BENTONVILLE FIRE DEPT ESHIP003
800 SW A ST
BENTONVILLE, AR 72712-6225

Item	Description	UOM	QTY	List Price	Your Price	Ext. Price
2395005005	Ruth Lee Firehouse GEN2 Infant (11lbs)	EA	1		$1,067.81	$1,067.81
2395005020	Ruth Lee Firehouse GEN2 Youth (44lbs)	EA	1		$1,667.23	$1,667.23
2395005070	Ruth Lee Firehouse GEN2 Adult (154lbs)	EA	1		$2,488.89	$2,488.89

Subtotal: $5,223.93

Freight: $0.00

Tax: $496.28

Quote Total: $5,720.21

Quote Expiration Date: 09/01/2025

Comments:

Cliff Thompson
Bound Tree |Account Manager
5000 Tuttle Crossing Blvd, Dublin OH 43016
Office Phone: | Mobile Phone: 479-659-9612
Cliff.Thompson@boundtree.com

Sales Tax will be applied to customers who are not exempt.

Shipping charges will be prepaid and added to the invoice unless otherwise stated.

Should there be any price increases, taxes, tariffs, duties, surcharges or other fees imposed by the government, manufacturer, and/or supplier on any product(s) included in this quote, Bound Tree Medical reserves the right to amend the pricing contained in the quote.

To place an order, visit our website at www.boundtree.com, log in, and add items to your shopping cart. Alternatively, you can call (800) 533-0523 or fax (800) 257-5713.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DONATION FROM THE BENTONVILLE ROTARY CLUB; AMENDING THE 2025 BUDGET TO RECOGNIZE SAID DONATION; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department was given a donation in the amount of Two-Thousand Two-Hundred Dollars ($2,200.00) from the Bentonville Rotary Club; and

WHEREAS, a budget adjustment will be needed to accept this donation.

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

Section 1: The 2025 Budget is hereby adjusted to recognize a donation from the Bentonville Rotary Club, in the amount of Two-Thousand Two-Hundred Dollars ($2,200.00) into Account # 102020-37010 Miscellaneous Donation;

Section 2: The 2025 Budget is further adjusted to appropriate the same into Account #102020-45810 – Travel & Training;

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:	8/26/2025	**Submitted By:**	Jerry Walls
Phone:	479-418-7138	**For Department(s):**	Utility Billing & Collections
Email:	jwalls@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 award RFP-25-31 for Collection Agency Services to Cedars Business Services
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with Cedars Business Services for Collection Services as a result of their submission to the City's Request for Proposal (RFP)-25-31 to perform collection services for the Utility Billing department as well as other non-utility departments. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$

Budget Impact

Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☑ **OTHER:** Contingency fee of 21%

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):

COLLECTION SERVICES AGREEMENT

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and CEDARS Business Services, hereinafter referred to as "SERVICE PROVIDER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY desires to obtain reliable and efficient collection services for the City of Bentonville, Arkansas;

B. WHEREAS, the SERVICE PROVIDER is duly qualified and experienced in collection services for miscellaneous municipal accounts, and has agreed to provide such services to the CITY;

C. WHEREAS, The CITY has awarded the SERVICE PROVIDER this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 14-47-138, §14-58-303, and City Ordinance Sec.2-377-Sec.2-378;

D. WHEREAS, the CITY wishes to contract for Collection Services;

E. WHEREAS, The SERVICE PROVIDER has the skill, experience, ability, background, certifications, and knowledge to provide these services; and

F. WHEREAS, The SERVICE PROVIDER wishes to perform such Collection Services under this AGREEMENT with the CITY.

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

ARTICLE I - SERVICES DESCRIPTION

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

ARTICLE II - TERM

The term of the agreement shall be for a one (1) year term renewable annually upon mutually written agreement via amendment for a maximum term not to exceed three (3) years. Upon any approved extension of the Agreement, the terms and conditions shall remain as stated herein.

ARTICLE III - SCOPE OF SERVICE

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

ARTICLE IV - STANDARD OF CARE

All work procedures shall be in accordance with this AGREEMENT and with the appendices attached hereto.

a) **WORK PROCEDURES.** All work shall be performed in accordance with industry standards and best practices, and as specified in this AGREEMENT and in the appendices attached hereto.

b) **CHANGE ORDERS AND AMENDMENTS.** Any changes to the Scope of Work shall be handled via Change Order or Amendment to this AGREEMENT, as applicable. No Change Order or Amendment shall be approved unless approved in writing by the CITY. All Change Orders or Amendments must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the change. The CITY shall not be responsible for changes in work unless the Change Order or Amendment is pre-approved in writing by the CITY.

c) **UNSATISFACTORY RESULTS.** SERVICE PROVIDER agrees to remedy any unsatisfactory results, within the terms of this AGREEMENT.

d) **GENERAL.** SERVICE PROVIDER shall conduct their operations in such a manner that does not cause damage to property owned by the CITY or other individual. In the event damage occurs, SERVICE PROVIDER shall replace or repair the damaged area(s) or item(s) at no cost to the CITY and as directed by the CITY. In the event that SERVICE PROVIDER fails to make the necessary repairs, the CITY may use CITY staff or outside vendors to repair any damage. Any costs the CITY incurs for repairing damage or replacing items resulting from SERVICE PROVIDER's operations may be deducted from monies due to SERVICE PROVIDER.

ARTICLE V - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. SERVICE PROVIDER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE VI - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay SERVICE PROVIDER for all services authorized by inclusion in this AGREEMENT which have been properly performed by SERVICE PROVIDER in accordance with this AGREEMENT.

D. As compensation for its services, the SERVICE PROVIDER shall retain a fee of 21% of all amounts successfully collected. No fee shall be charged on uncollected accounts or if the City receives payment directly without SERVICE PROVIDER involvement.

E. Compensation shall be due to the SERVICE PROVIDER for any amounts collected on assigned accounts during the period of assignment, whether such amounts are collected directly by the SERVICE PROVIDER or paid directly to the CITY. No compensation shall be due to the SERVICE PROVIDER for any accounts that remain uncollected. Additionally, no interest shall accrue or be payable to either the CITY or the SERVICE PROVIDER on any assigned accounts.

F. If an account is reduced or cancelled by the CITY after assignment, the SERVICE PROVIDER shall not be entitled to any collection fee on the reduced or cancelled portion. It is the CITY's intent that all collection-related costs be borne by the delinquent debtor to the extent permitted by law.

G. The SERVICE PROVIDER shall remit all collected funds to the CITY, and shall submit a monthly invoice to the CITY for fees earned during the corresponding period, based on actual amounts collected.

H. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, SERVICE PROVIDER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify SERVICE PROVIDER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and SERVICE PROVIDER shall immediately make every effort to settle the disputed portion of the invoice.

I. In the event that the CITY becomes credibly informed that any representations of SERVICE PROVIDER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to SERVICE PROVIDER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

ARTICLE VII - INSURANCE

A. SERVICE PROVIDER shall during the term hereof maintain in full force and effect the following insurance:

   1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the SERVICE PROVIDER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

   2. A policy of automobile liability insurance covering any vehicles owned and/or operated by SERVICE PROVIDER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage; and

B. All insurance and certificate(s) of insurance shall contain the following provisions:

   1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance;

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; and

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

C. SERVICE PROVIDER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VIII - RIGHT OF ACCESS

A. CITY recognizes that SERVICE PROVIDER's operations and use of equipment may unavoidably alter existing conditions or affect the environment of the CITY. The cost of repairing such damage shall be the responsibility of SERVICE PROVIDER, at no additional cost to the CITY. In the event that SERVICE PROVIDER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to SERVICE PROVIDER.

ARTICLE IX - RECORDS AND RETENTION

A. SERVICE PROVIDER shall, upon completion of the services and full payment for the SERVICE PROVIDER's services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by SERVICE PROVIDER pursuant to this AGREEMENT in formats requested by the CITY.

B. SERVICE PROVIDER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with SERVICE PROVIDER's FEES.

ARTICLE X - SAFETY

A. The SERVICE PROVIDER shall be solely responsible for the safety, supervision and direction of SERVICE PROVIDER's employees and personnel while performing the work pertaining to this AGREEMENT. The SERVICE PROVIDER shall utilize their best skills and general industry best practices to ensure a safe work environment for the SERVICE PROVIDER, SERVICE PROVIDER's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The SERVICE PROVIDER shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the CITY that is not skilled or is unfit for providing such services.

B. SERVICE PROVIDER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of SERVICE PROVIDER's performance of this AGREEMENT.

ARTICLE XI - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to SERVICE PROVIDER. In the event suspension or termination is without cause, payment to SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, will be made on the basis of

services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the SERVICE PROVIDER, and in the event the CITY and SERVICE PROVIDER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the SERVICE PROVIDER's services hereunder at no additional cost other than the payment to SERVICE PROVIDER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by SERVICE PROVIDER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by SERVICE PROVIDER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by SERVICE PROVIDER under this AGREEMENT. In such event, CITY will notify SERVICE PROVIDER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to SERVICE PROVIDER fees for termination outside of payment for services reasonably determined by the CITY to be properly performed prior to termination.

ARTICLE XII - INDEMNIFICATION

A. For purposes of this AGREEMENT, SERVICE PROVIDER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of SERVICE PROVIDER, its affiliates, subsidiaries, employees, agents, assignees, and their respective employees and agents.

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XIII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the AGREEMENT to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIV - RELATIONSHIP OF THE PARTIES

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

ARTICLE XV - DISPUTE RESOLUTION

A. CITY and SERVICE PROVIDER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, SERVICE PROVIDER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for SERVICE

PROVIDER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

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The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall be based upon the per unit prices as defined herein**, unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and SERVICE PROVIDER.

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

CITY OF BENTONVILLE	
CITY	SERVICE PROVIDER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
SERVICE DESCRIPTION

BASIC SERVICE INFORMATION:

For a properly qualified, experienced, licensed and insured firm to provide Collection Services for miscellaneous municipal accounts for the City of Bentonville Utility Billing Department. Services to be provided by the provider shall include, but not be limited to, collection of overdue water, sewer, electric, and sanitation accounts for Utility Billing, and collection of miscellaneous municipal accounts as needed for Accounts Receivable.

APPENDIX B
SCOPE OF SERVICES

The City of Bentonville Utility Billing Department will provide the following information to the agency awarded for collections:

- Name
- Account Number
- Service Address
- Last Known Mailing Address
- Phone Number
- Social Security Number or Federal Tax ID Number
- Driver's License or ID Number
- Amount Owed

The following information will be provided by non-utility Departments to the agency awarded for collections:

- Name
- Account Number
- Service Address
- Last Known Mailing Address
- Amount Owed
- Monthly remittance detail shall be submitted via secure transmission method and in a format compatible with the City's data processing system.
- The City is to receive full payment of all fines and late fees that are imposed by the City.

a. Compensation:

- Compensation will be due to the Service Provider for amounts collected during the period of assignment of said accounts whether collected by the Service Provider or received by the City. No compensation will be due to the Service Provider by the City for uncollected accounts, nor will interest charges accrue, either to the benefit of the City or the Service Provider, on accounts assigned for collection. In the event an account is reduced or cancelled by the City, no collection fee will be due to the Service Provider for the amount of reduction or cancellation. It is the City's intent to have all costs of the collection assumed by the delinquent debtor. Any monetary amounts collected by the Service Provider will be remitted to the City and the Service Provider will invoice monthly for fees earned. There is no guarantee of the number of assigned collection accounts referred to the Service Provider from this RFP.

b. Assignment of Accounts:

- Frequency of Assignment. The City will assign accounts to the Service Provider for collection at the City's sole discretion. The age of assigned accounts may range from ninety (90) days to twelve (12) months from the date such account was initially due for payment to the City by the debtor.
- Manner of Assignments. Assignments of accounts will be effective as of the date upon which the account is submitted to the Service Provider by the City. Subsequent to assignment by the City, the City will refrain from any direct contact with the debtor and will refer all inquiries concerning the account to the Service Provider for the duration of the assignment period.
- Return of Assignment. The City has the option of specifying the dates of assignment and upon expiration thereof, the account shall expire and be returned to the City.

c. Cancellation of Accounts:

- Accounts previously assigned may be cancelled either by the withdrawal of the account by the City or the return of the account by the Service Provider under the following circumstances:
  - Withdrawal of Account by the City. In the event the City, subsequent to the assignment of an account, determines there are circumstances warranting withdrawal of an account, the City may withdraw such account from collection upon notice to the Service Provider. Circumstances warranting withdrawal by the City may include, without limitation, a determination by the City of hardship to the debtor or the creation of substantial interference in an ongoing relationship between the City and the debtor by reason of a disputed account. Immediately upon the receipt of any such notice, the Agency will cease all collection activity and will cancel and return the account in question to the City.

- Return of Account by the Service Provider. Accounts deemed uncollectible (e.g. bankruptcy, death of account holder) may be returned to the City by the Service Provider. It is the Service Providers responsibility to provide the City with the reason for return.

d. Standards of Service Providers Performance:

- The Service Provider agrees to maintain the following minimal standards of operation and performance during the term of the Agreement and to provide proof of compliance with such upon request by the City.
  - Proper licensing and bonding as required by law.
  - Adherence to the provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Title VIII of the Consumer Protection Act (CPA), and other applicable Federal, State, and local laws and regulations.
  - Establishment and maintenance of adequate in-house training for Service Providers employees pertaining to effective collection practices and compliance with applicable federal, state, county, and local laws, codes and ordinances.
  - Service Provider shall report delinquent accounts to appropriate national credit reporting agencies and agree to comply with all terms and conditions of applicable federal, state, county, and local laws, codes and ordinances. Service Provider will provide the City required written policy regarding the "accuracy and integrity" of the information they are furnishing to credit reporting agencies.

e. Expiration period for assigned accounts:

- The State of Arkansas Archives Record Retention destruction schedule for Municipalities is five (5) years for accounts that are in Collections.

f. If the City of Bentonville receives a notice of bankruptcy filing for an account previously turned over to the selected collection agency, the City will immediately notify the collection agency which shall immediately stop all collection efforts on the account. The collection agency shall turn the account back over to the City.

g. If the City of Bentonville collects on accounts previously turned over to the selected collection agency, the City will provide a listing of the collected accounts to the selected collection agency to be removed from collection efforts by the agency.

h. All proposals shall conform to State Laws regarding collection services from Cities, including but not limited to Arkansas Code

i. If a collection agency is located in Arkansas or contacts debtors in Arkansas, it must be licensed by the State Board of Collection Agencies. Collection agencies are also required to comply with the Fair Debt Collection Practices Act. The Fair Debt Collection Practices Act governs when, where and how consumers may be contacted. It prohibits collection agencies from harassing or abusing consumers.

APPENDIX C

RFP-25-31 Service Provider's Submission

CEDARS
BUSINESS SERVICES

City of Bentonville, AR

Collection Services

RFP-25-31 for Miscellaneous Municipal Accounts

April 30, 2025

Proposal from Cedars Business Services, LLC, a Los Angeles County based California Small Business (SBA)

Patrick Miller
Director of Government Business Development
Cedar Financial ‖ Member of TCM Group ‖ ACA International
Main: (818) 224-3800 ‖ Direct: (214) 307-4227 ‖ Cell: (757) 560-5801
pmiller@cedarfinancial.com

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON: [redacted]		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CEDARS
BUSINESS SERVICES

City of Bentonville Administrative Services Building
Attention: Purchasing and Compliance Department – 2nd Floor
1000 SW 14th St
Bentonville, Arkansas 72712

RE: Cover Letter RFP-25-31 / Collection Services

Dear Kelsi and the Purchasing & Compliance Team,

On behalf of Cedars Business Services LLC, I am pleased to submit our proposal in response to the City of Bentonville's Request for Proposals for miscellaneous municipal accounts including utilities and other accounts receivable. As a leading provider of debt recovery solutions with over 34 years of experience, we are committed to delivering compliant, efficient, and results-driven collection strategies that align with the Agency's mission and regulatory requirements.

Our firm currently partners with 58+ government/public clients nationwide, managing over $191 million in active placements, including utility municipal and government account receivables. Our references will attest to this. We take pride in our data-driven collection strategies, regulatory compliance, and customer-first approach, which ensures maximum recovery rates while maintaining the highest legal and ethical standards. Our guiding principle*, "Putting People First,"* emphasizes respectful and transparent communication with debtors, leading to increased voluntary payments and reduced complaints.

Our team has carefully reviewed the RFP and developed a competitive proposal that outlines our proven methodologies for increasing recovery rates while ensuring a professional and ethical approach to debt collection. Our track record demonstrates our ability to optimize collections for government agencies while maintaining high levels of resident satisfaction.

Primary Contact Information
For any inquiries or further clarifications, please contact:

Patrick Miller
Director of Government Development & Solutions
Cedars Business Services LLC
Phone: (757) 560-5801
Email: pmiller@cedarfinancial.com

As the designated project manager, Patrick Miller is authorized to execute and enter into any contract documents on behalf of Cedars Business Services, LLC.

Cedars' Highlights
We are well equipped to provide the City with the best-in-class debt collection services.

- **Established Industry Experience**: With over 30 years of experience, we have successfully provided collection services to multiple government agencies, handling delinquent accounts for utility collections and other.

- **Regulatory Compliance**: Our firm maintains strict adherence to the Fair Debt Collection Practices Act (FDCPA), and local and federal regulations, ensuring a compliant and ethical collection process.
- **Technology & Infrastructure**: Our company possesses the necessary facilities, capabilities, client/resident portals, and staffing to manage the required volume of accounts effectively. Our advanced data security protocols meet the standards outlined in the RFP, ensuring the secure handling of all sensitive information.
- **Self-Performance Commitment**: We have the resources and expertise to self-perform 100% of contract services.
- **Customer-Centric Approach**: Our philosophy prioritizes respectful and transparent communication with debtors, utilizing multiple channels—including phone and online portals—to facilitate easy and efficient payments.

We are eager for the opportunity to collaborate with the City of Bentonville to enhance its debt collection efforts while maintaining the highest standards of professionalism, compliance, and public trust. Thank you for your time and consideration. We look forward to the possibility of working together and welcome the opportunity to discuss our proposal in further detail.

Sincerely,

[redacted]

Patrick Miller
Director of Development, Government
Cedars Business Services
Main (818) 224-3800 / Mobile (757) 560-5801
pmiller@cedarfinancial.com

CEDARS
BUSINESS SERVICES

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AGENCY OVERVIEW, COMPETENCE & CAPACITY

Cedars Business Services has been in operation for 34 years and has specialized in collections for the entire duration of our business, providing us with a wealth of expertise in the field. We have clients in the government, education, commercial, medical, retail, and banking sectors. Our extensive experience has equipped us with the knowledge and expertise to effectively manage and coordinate efforts with multiple clients. Over the years, we have developed a reputation for fostering strong, cooperative relationships, ensuring efficient project execution and seamless integration with external partners. This track record demonstrates our ability to work collaboratively and efficiently in delivering successful outcomes for all parties involved.

Background

Cedars Business Services LLC was incorporated in 1991 in California and is a subsidiary of Cedar Financial, a leader in national and international debt recovery. Today, Cedars consists of over 180 of the best collection staff in the industry.

We are located at 5230 Las Virgenes Road, Suite 210 Calabasas, CA 91302.

Main: (818) 224-380000
Fax: (818) 224-3939

Consumer/Patent Facing Website:

https://cedarsbiz.com/

Client Facing Website:

https://cedarfinancial.com/

Cedars Recognitions

The awards shown in the image were given by Comparably, a workplace culture and compensation monitoring platform. Comparably provides employer ratings based on employee feedback and recognizes companies for various categories such as Diversity, Leadership, CEO performance, Culture, and Outlook.



Certifications

Cedars Business Services is certified as a **California Small & Micro Business Enterprise**. This certification highlights our commitment to supporting small businesses and contributing to the local economy. As a certified small business, we adhere to specific standards and practices that ensure our operations are efficient, ethical, and compliant with all relevant regulations.

Commitment: Our certification underscores our commitment to maintaining high standards of business practices, including ethical operations, compliance with regulations, and dedication to customer satisfaction

Your Project Manager & Contract Manager

Patrick Miller, Director of Government Development & Solutions – will be your primary contract relationship manager. Since 1994, Patrick has served as a consultant and provided revenue recovery to government agencies. He will put his 30 years of experience to work for you.

Patrick can be reached at (757) 560-5801, and his email at pmiller@cedarfinancial.com. He will meet either virtually or in person as your team needs.

Patrick meets with clients in person or virtually periodically throughout the year to check on progress, updates, feedback and anything that the client would like to discuss.

Hours of Operation

Monday – Friday; 7 AM - 6 PM Pacific Standard Time

In addition to our primary office hours:
We employ collection agents in various time zones – including CST time zone.

All calls are recorded for compliance, customer satisfaction and agent training.

Dedicated Management Team

Cedars has a dedicated management team and government collections team with extensive experience in handling regulatory requirements for government agencies. Key personnel include:

- **Patrick Miller**, Director of Government Development & Solutions, with over 20 years of experience in collections and operations management.
- **Stacey Leigh**, Director of Client Success, with 15+ years of experience in business administration and leadership.
- **Justin Franklin**, Sr. Director of Operations, specializing in debt collection strategy and compliance oversight.
- **Syntheia Nagel**, Chief Compliance Officer, with extensive experience in compliance and regulatory oversight in regulatory requirements for government collections.
- **Frank Tiree**, Collections Training Manager, responsible for developing customized training programs for collectors.
- **Rachel Moaddab**, Accounting Manager, with 10+ years of experience in the administrative/accounting role.
- **Sage Ahmed**, Government Client Relations Manager, oversees client support, ensuring that communication and reporting requirements are met.

- **Markus Junaid**, Client MIS (Management Information Systems) Manager, oversees data processing, security, and system integration between Cedars and client systems, ensuring accurate reporting and payment transactions.

Furthermore, we have 211 employees, of which 44 are support staff and over 120 are professional collection agents.

Of our collection agents, half are based in California, and the other half work remotely across every U.S. time zone.

Currently, 47 of our collection agents specialize in Government Collections, while the remaining agents serve clients in sectors including Retail, Banking and Education. One-third of our collection agents have completed cross-training to handle multiple industry sectors, enabling us to rapidly shift resources to meet client needs. We guarantee that at least 2/3 of your assigned collectors will have two or more years specializing in government collections. This cross-training ensures we can efficiently manage fluctuating work volumes. Approximately 98% of our total revenue comes from collections, demonstrating our strong commitment and focus in this area.

Our collection systems are fully contained in our secure systems environment, and remote employees access through a sure VPN that has a three-step login process that includes two-step authentication. Our supervisors and managers maintain constant real-time oversite of all employees through a dashboard at their desk. The dashboard gives them real-time information on all activities, live calls, dialing, call-work time, when they are logged in or off, etc. All calls are monitored 100% of the time with AI technology. Our AI platform notifies a supervisor if any call is escalating and can even tell if it is the collector or the consumer that is escalating on the call. Supervisors have three modes of listening or participating in live calls. Listen Only Mode, Whisper Mode (this mode allows the supervisor to coach the collector during the call without the consumer hearing the supervisor), and Interrupt Mode (allows the supervisor to join the call and make it a three-way conversation).

Capacity

We currently have an active inventory of 612,000 accounts with the capacity to manage an additional 125,000 accounts. At any given time, approximately 55% of our active inventory are either in skiptracing or a credit bureau trigger program. Given your estimated number of accounts, we can provide at least one (1) dedicated collection representative. We also guarantee that at least 75% of the professional collection representatives have at least two years' experience as an ACA Certified Professional Collection Agent.

Additionally, Cedars demonstrates significant competence and capacity in the field of debt collection through several key aspects:

Capacity

1. **Robust Infrastructure**:
    - **Dedicated Management Team**: Cedars has a dedicated team of experienced professionals, including directors of government development, client success, operations, compliance, and collections training
    - **Large Workforce**: Cedars employs over 180 staff members, with 120 professional collection agents, half of whom specialize in government collections
2. **Scalable Operations**:

- **Cross-Training**: One-third of Cedars' collection agents are cross-trained to handle multiple industry sectors, enabling rapid resource allocation to meet client needs
- **Flexible Workflows**: Cedars designs customized workflows based on client-specific factors, ensuring tailored and effective collection strategies

3. **Comprehensive Services**:
   - **Utility Debt Collection**: Cedars manages delinquent utility accounts for various clients, including water, electricity, and waste management accounts
   - **Skip Tracing and Account Verification**: Cedars uses multiple databases and proprietary processes to locate debtors efficiently
   - **Payment Plan Management**: Cedars offers flexible payment plan options and manages disputes to facilitate debt resolution
4. **Client-Centric Approach**:
   - **Transparent Communication**: Cedars prioritizes clear and continuous communication with clients, providing regular updates and customized reports
   - **Customer-First Philosophy**: Cedars' guiding principle, "Putting People First," emphasizes respectful and transparent communication with debtors, leading to increased voluntary payments and reduced complaints

Competence

1. **Extensive Experience**:
   - **Over 34 Years in Business**: Cedars has been providing debt recovery solutions since 1991, giving them a wealth of expertise in the field
   - **Diverse Client Base**: Cedars serves over 58 government/public clients nationwide, managing over $191 million in active placements. This includes utility accounts.
2. **Proven Track Record**:
   - **High Recovery Rates**: Cedars has achieved recovery rates ranging from 7% to 43%, significantly higher than industry standards
   - **Client Satisfaction**: Cedars has never lost a government contract due to poor customer service or performance. Ninety percent of their government clients have renewed their contracts or awarded new contracts
3. **Regulatory Compliance**:
   - **Strict Adherence to FDCPA**: Cedars complies with the Fair Debt Collection Practices Act (FDCPA), ensuring ethical and legal collection practices
   - **Training and Certification**: All Cedars employees undergo rigorous training and annual recertification in FDCPA, FCRA, HIPAA, TCPA, and state regulations
4. **Advanced Technology**:
   - **AI-Driven Collections**: Cedars employs AI-driven automated collections with multi-channel communication (phone, email, text), enhancing efficiency and debtor engagement
   - **Secure Data Handling**: Cedars uses advanced data security protocols, including encryption, multi-factor authentication, and real-time system monitoring

Cedars is well-equipped to handle the debt collection needs of the City of Bentonville, backed by extensive experience, advanced technology, and a dedicated team of professionals. Our competence and capacity ensure efficient, compliant, and effective debt recovery solutions.

Capabilities and Compliance Highlights

- **Geographical Limitations:** We do not have any geographical or jurisdictional limitations applicable to our collection abilities.
- **Infrastructure & Technology:** Equipped with state-of-the-art collection systems, automated compliance tracking, and a secure client portal for real-time account access and reporting.
- **Experienced Workforce:** Over 175 professional collectors, with at least 75% of assigned collectors having 1+ years of government collections experience
- **Data Security:** Fully compliant with SOC 2 and PCI-DSS Level 1.
- **Self-Performance Commitment:** We self-perform 100% of debt collection services ensuring full control, quality assurance, and accountability.

Cedars Portal

Cedars provides secure and easily accessible web access through our *Collect Co.* Client Web Portal. Our portal offers real-time access to account status, payments, collection efforts, and detailed reports. Clients can view and download reports to obtain information regarding activity, changes, remittances, and more. **Our portal is an efficient tool that will enhance all processes for the City. It offers everything the City needs in a portal. For residents, we have a consumer payment portal, which has all the information and functions that a resident would need to successfully pay their delinquent account.**

Collection License

Cedars is licensed by the State Board of Collection Agencies. Our license number is 4862.

Compliance with Insurance Requirements

We fully acknowledge and comply with the minimum insurance requirements specified in the RFP. Our insurance policies meet or exceed the coverage requirements, and we are committed to maintaining compliance throughout the contract term.

Client-Centric Approach: At Cedars, we value strong communication with clients. All-important inquiries are answered within the same business day. At Cedars, we are committed to providing clear, continuous communication and collaborative problem-solving with our clients. We will work together to determine the most efficient communication methods, including setting up regular conference calls for sharing questions, updates, or concerns. This ensures that both teams remain aligned and responsive to any needs that arise throughout our partnership.

Customizable Solutions: Cedars can adapt our processes and technology-based services to client preferences. For example, we can adjust data transmission methods (FTPS, SFTP, etc.) or customize reporting formats to meet the client's standards.

Minimal Standards of Operations & Performance

- **Collection License**

Cedars has a collections license for the state of Arkansas. Our license number is 4862. If the City requires any other licenses, Cedars will acquire it upon award.

- **Adherence to Legal Provisions:**

Cedars complies with the Federal Fair Debt Collection Practices Act (FDCPA), Title VIII of the Consumer Protection Act (CPA), and other applicable federal, state, and local laws and regulations.

- **In-House Training:**

Cedars has established and maintained adequate in-house training for employees. This training covers effective collection practices and compliance with relevant laws, codes, and ordinances. (please click here to see more on our collector training). **(if reading a printed copy, see page 67)**

- **Reporting to Credit Agencies:**
  - Cedars will report delinquent accounts to appropriate national credit reporting agencies.
  - Cedars continuously complies with all terms and conditions of applicable federal, state, City, and local laws, codes, and ordinances.
  - Cedars agrees to provide the City with a written policy regarding the accuracy and integrity of the information furnished to credit reporting agencies.

Please click here to go to see more information on our credit reporting. (if reading a printed copy, see page 39).

Please see the next page…

EXPERIENCE & QUALIFICATIONS

With over three decades of experience, Cedars has successfully provided collection services to multiple government agencies, handling delinquent accounts for utilities and other government receivables. Our firm currently partners with 58+ government clients nationwide, managing over $191 million in active placements. Our extensive experience ensures that we are well-versed in legal, regulatory, and procedural requirements specific to public sector collections.

Our extensive experience in working with government entities ensures that we are well-versed in the legal, regulatory, and procedural requirements specific to public sector collections, including compliance with the Fair Debt Collection Practices Act (FDCPA), state and local regulations, and data security protocols such as PCI-DSS and SOC 2 standards.

2023 & 2024 Government Clients Listings & Stats

Our recovery rates range from 4% to 49%, and our average government client recovery rate is 20%. Our recovery ranges between 4% and 49% depending on certain specifications such as the age of accounts; the portfolio demographics; whether the accounts were previously listed with another agency (e.g., second placements); and the like. Older accounts are more difficult to collect because responsible parties move, forget the specifics of their debts; and find it harder to prioritize older debts over more recent obligations. Service volumes and performance over the last two years:

- 58 government client agencies
- 375,520 files
- $199,094,000 in total receivables/placements
- $710 average balance
- 20% average recovery

Our current portfolio includes $191 million in active placements, and our success in government collections is driven by:

- Data-driven collection strategies
- Advanced technology and analytics
- Omnichannel communication methods (phone, online portal, mail)
- Strict adherence to FDCPA, PCI-DSS, and SOC 2 compliance
- Dedicated staff with government collections expertise

Our government clients include but are not limited to:

1. City of Riverside CA
2. California Department of Transportation (CalTrans)
3. Contra Costa County CA
4. San Bernardino County Fire District (we service 12 county fire districts for SBCFD)
5. Alachua County FL
6. San Benito County CA
7. Dawson County GA
8. California Department of Resources Recycling and Recovery (CalRecycle)
9. California Dept. of Corrections and Rehabilitation (CDCR)
10. California Dept. of Conservation Geologic Energy Mgt. Div. (CalGem)

11. California Department of Insurance (CDOI)
12. California Department Consumer Affairs (DCA)

(Note: we share names of clients for those who have given us permission to share.)

Experience with Projects of Similar Scope and Size

Cedars has successfully performed similar government debt collection services. For example:

- **Indian Wells Valley Water District**: We are working an active inventory of 3,439 files, totaling $998,381 with a recovery rate of 17.61%. Client since January 2023.
- **City of Riverside (RPU):** Handling $10,629,799 million in active debt, 15,041 files, and delivering a 6.7% recovery rate. Client since July 2023.
- **Department of Resources Recycling and Recovery (CalRecycle):** Handling $289,126 million in active debt, 70 files, and delivering a 26.36% recovery rate. Client since November 2023.

Here is an additional private client for the utility sector:

- **Medcah, HI:** We are working an active inventory of 19,737 files, totaling $1 million with a recovery rate of 10.4%. Client since August 2016.

Cedars Vs Industry Standards 2019 – 2024

Five-Year Collection Activity Trends and Industry Benchmark Comparison

Government Receivables / Cedars vs. Industry Standards

2019

Placements	Collected	Liquidation	Industry Standards
$10,700,000.00	$2,782,000.00	26%	11%

2020

Placements	Collected	Liquidation	Industry Standards
$16,580,000	$5,139,800	31%	11%

2021

Placements	Collected	Liquidation	Industry Standards
$12,330,000	$2,896,800	23%	11%

2022

Placements	Collected	Liquidation	Industry Standards
$14,580,000	$3,888,600	27%	10%

2023

Placements	Collected	Liquidation	Industry Standards
$24,380,000	$6,108,800	25%	10%

2024

Placements	Collected	Liquidation	Industry Standards
$24,650,000	$7,169,500	29%	9%

Public & Private Utility Receivables / Cedars vs. Industry Standards

2019			
Placements	Collected	Liquidation	Industry Standards
$46,570,000	$8,848,300	19%	11%
2020			
Placements	Collected	Liquidation	Industry Standards
$35,300,000	$6,001,000	17%	7%
2021			
Placements	Collected	Liquidation	Industry Standards
$35,440,000	$7,088,000	20%	10%
2022			
Placements	Collected	Liquidation	Industry Standards
$26,810,000	$5,898,200	22%	7%
2023			
Placements	Collected	Liquidation	Industry Standards
$48,890,000	$11,244,700	23%	11%
2024			
Placements	Collected	Liquidation	Industry Standards
$59,440,000	$11,293,600	19%	11%

Excellent Customer Service for Clients & Consumers

Cedars' delivery of excellent client customer service involves balancing professionalism, compliance, and efficiency while maintaining strong relationships. Our key components include:

1. Clear Communication:

Onboarding: Set expectations with clients regarding processes, timelines, and reporting.
Regular Updates: Provide consistent updates on collection progress, challenges, and successes.
Transparency: Be honest about challenges and potential delays and proactively address concerns.

> ***"We highly recommend Cedar Financial for any government client needing effective collection services."***
> - Daniele Doninelli, CEO Smartprise

2. Customized Solutions:

Understanding Client Needs: Tailor collection strategies to align with the client's industry, policies, and specific requirements.
Flexibility: Adapt services to accommodate changes in client needs or external factors.

3. Compliance and Risk Management:

- **Regulatory Adherence:** Ensure collections comply with federal, state, and industry regulations (e.g., FDCPA, HIPAA if healthcare-related).
- **Data Security:** Implement robust data protection measures to safeguard sensitive client and debtor information.

4. Performance and Results:

Setting KPIs: Establish clear performance metrics and goals with clients.
Regular Reporting: Share performance analytics, recovery rates, and financial impacts.
Continuous Improvement: Act on feedback to refine collection strategies and improve outcomes.

> ***" If you are seeking a high-performance collection vendor that listens and responds to client needs effectively, I recommend Cedars Business Services."***
> - Tatyana Bychkov, Manager Office of Receivables, California Dept. of Transportation (CalTrans)

5. Professionalism and Ethics:

Respectful Collections: Treat debtors with respect, preserving the client's brand reputation.
Brand Representation: Act as an extension of the client's brand, ensuring all communications align with their values and standards.

> ***" I highly recommend Cedars for any public or private school collecting student accounts."***
> - Beth Taylor, Collection Manager, Michigan Technical University

6. Technology and Efficiency:

Automation and Tools: Utilize CRM systems, predictive dialers, and payment processing tools to enhance efficiency.
Client Access: Provide clients with access to dashboards or portals for real-time insights.

> ***" Let our letter serve as our highest possible recommendation. We have placed large and difficult to collect accounts with Cedar. They serve us with excellence."***
> - Steve Macy, V.P., Shoreline Entertainment

7. Proactive Problem Solving:

Handling Disputes: Quickly address and resolve disputes to maintain positive client relations.

Identifying Trends: Share insights on trends (e.g., common debtor challenges) to help clients optimize their processes.

8. Relationship Management:

Dedicated Account Management: Assign account managers to offer personalized support.
Feedback Loops: Regularly solicit feedback to improve service delivery.

Cedars has never suffered the loss of a government contract due to poor customer service or performance. Ninety percent of our government clients have renewed their contracts with us and/or awarded new contracts.

Treatment of Consumers

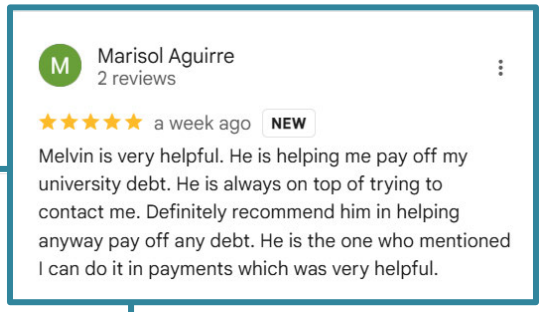
At Cedars, delivering exceptional customer service is not just a goal, it is a core value. Our agents understand that every call is an opportunity to provide support, build trust, and guide your account holders toward financial resolution.

At Cedars, "***Putting People First***" is not merely a tagline. It is a guiding principle in all that we do. Hundreds of consumers who have resolved accounts have left us highly positive reviews. With over 440 reviews, and an average of 4.5 out of 5 stars, this is proof positive that we are ***Putting People First***.



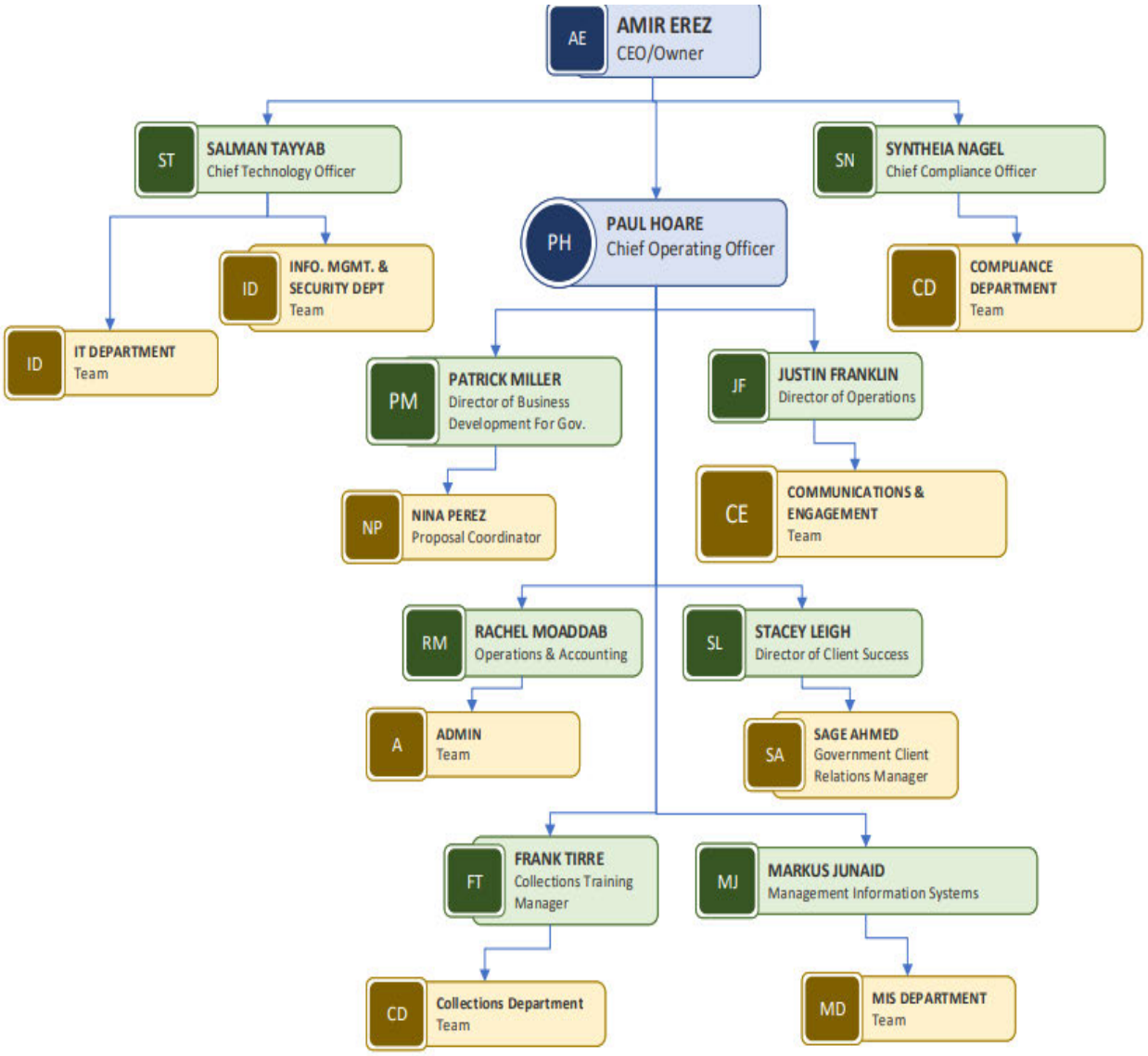






QUALIFICATIONS OF STAFF

Organizational Chart – Key Personnel



CEDARS
BUSINESS SERVICES

Key Personnel Experience/Qualification

Patrick Miller – Director of Government Development & Solutions

- **Role**: Primary contract relationship manager, overseeing project alignment and client interactions. Ensures project execution and compliance.
- **Experience**: Over 20 years in collections and operations management, specializing in government sector collections.
    - Designed unique collections and delinquency reduction programs for Fortune 500 firms.
    - Senior management role with two national collection agencies to develop and execute strategic growth plans.
    - Conceptualized and developed client liaison and customer retention teams that led to a 60% increase in client retention.
    - Consulting and operations management for critical call center development clients, including the Los Angeles Times, JDR Recovery, American Express, First North American National Bank, UVA Medical Center, Sears, Cox Auto Trader, and the Georgia Department of Revenue.
    - Member of Health Care Financial Management Association (HFMA) & The Association of Credit and Collection (ACA).
- **Accomplishments:** Recipient of two HFMA Yerger Awards for Leadership Excellence and Innovation.
    - Served 5 years on Board of the VA/DC Healthcare Financial Management Association.
    - Member of FTA and the Southeastern Association of Tax Administrators (SEATA). Five years' service on the SEATA Industry Council.
    - Membership and Advisory Board Seat for Democratic Municipal Officials organization (DMO).
    - Patrick has recently been recognized by the Marquis Who's Who Publication Board. His listing in the Who's Who Publication will be publicized both online and in their printed directory this January of 2025.
- **Education**: Mt. San Antonio College – dual major: Business Management & Business Research.
- **Availability/Commitment**: On hand at all times to ensure seamless operations; he is committed to providing support whenever required. Available for virtual and on-site meetings as needed.

Stacey Leigh – Director of Client Success

- **Role**: Oversees client relationships, onboarding, and project implementation, ensuring high service quality and strategic alignment. She proactively addresses client needs, resolves challenges, and develops strategies to maximize revenue and enhance the overall client experience.
- **Experience**: 6.5 years in Collection Client Success. 15+ years in Business Administrative experience and leadership.
- **Education**: Bachelor's degree in business administration, management and operations.
- **Availability/Commitment**: Available for virtual and on-site meetings. Stacey is ready and available whenever the client requires assistance.

Operations & Compliance Team

Justin Franklin – Sr Director of Operations

- **Role**: Leads the development of customized collection workflows, omnichannel strategies, and data-driven performance tracking.

- **Experience**: 15+ years in debt collection strategy, including litigation processes and compliance oversight.
- **Accomplishments:** ACA Management Certification
  - Blueshift Academy – Email Deliverability Certification
- **Education**: Bachelor's degree in business administration.
- **Availability/Commitment**: Available on demand to meet project needs.

Syntheia Nagel – Chief Compliance Officer

- **Role**: Ensures compliance with federal, state, and local regulations, oversees staff training, and audits collection activities.
- **Experience**: 15+ years in compliance and regulatory oversight for debt collection.
  - 20+ years in Human Resource and Business Administration experience.
- **Accomplishments:** Credit and Collections Compliance Officer Certification
  - Membership – ACA International and California Association of Collectors
- **Education**: MBA, Augusta State University
  - Bachelor of Science, Business Administration and Management – University of Phoenix
- **Availability/Commitment**: Available on demand to meet project needs.

Frank Tirre – Collections Training Manager

- **Role**: Develops customized training programs for collectors, ensuring compliance with City debt collection policies and best practices.
- **Experience**: 16+ years of experience working in the Debt Collection industry.
- **Accomplishments**: ACA International Membership
  - Professional Collection Specialist Certification
  - Collection Trainer Specialist Certification
- **Availability/Commitment**: Dedicates extensive time to training during implementation, transitioning to weekly coaching post-launch.

Accounting & Financial Oversight

Rachel Moaddab – Accounting Manager + Director of Operations

- **Role**: Manages financial reporting, remittances, and compliance with revenue recovery requirements.
- **Experience**: 10+ years of experience in the Administrative/Accounting role within Collections.
- **Education**: University of Phoenix – AA in Accounting and Finance.
- **Availability/Commitment**: 10 hours per week during implementation, transitioning to daily monitoring and month-end reconciliation.

With this highly experienced team, Cedars is fully prepared to support the City's debt collection efforts with expert leadership, compliance adherence, and data-driven recovery strategies.

REFERENCES

1. **Indian Wells Valley Water District (IWVWD), CA**
   - **Contact Name:** Burnadette McCullough, Customer Accounts Supervisor
   - **Address:** 500 W Ridgecrest Blvd, Ridgecrest, CA 93555
   - **Email:** burniep@iwvwd.com
   - **Phone:** (760) 375-3969
   - **Contract Start Date:** January 2023 – Present
   - **Scope:** Collection of overdue utility payments.
   - **Recovery rate** of 17.61%.

Scope of Services Provided:

Cedars has been managing delinquent utility accounts for the Indian Wells Valley Water District (IWVWD) since January 2023.

Services include:

- Utility debt collection (water accounts).
- Skip tracing and account verification to locate debtors.
- AI-driven automated collections with multi-channel communication (phone, email, text).
- Payment plan management and dispute resolution.

2. **City of Riverside Public Utilities (RPU), CA**
   - **Contact Name:** Alma Franco, Customer Service & Collections Manager
   - **Address:** 3901 Orange Street, Riverside, CA 92501
   - **Email:** afranco@riversideca.gov
   - **Phone:** (951) 826-5453
   - **Contract Start Date:** June 2023 – Present
   - **Scope:** Collection of delinquent utility accounts.
   - **Recovery rate** of 6.7%.

Scope of Services Provided:

Cedars has been managing delinquent utility accounts for the City of Riverside Public Utilities (RPU) since June 2023.

Services include:

- Utility debt collection (water, electricity, and waste management accounts).
- Skip tracing and account verification to locate debtors.
- AI-driven automated collections with multi-channel communication (phone, email, text).
- Payment plan management and dispute resolution.

3. **Department of Resources Recycling and Recovery (CalRecycle)**
   - **Contact Name:** Dipti Patel, Account Receivables
   - **Address:** 1001 I Street 19th Floor | Sacramento, CA 95814
   - **Email:** Diptiben.Patel@calrecycle.ca.gov
   - **Phone:** (916) 341-6728
   - **Contract Start Date:** November 2023 – Present
   - **Scope:** Collection of processing fees for recyclable products. For example, oil recycling fees. (Utility Service).
   - **Recovery rate** of 26.36%.

Scope of Services Provided:
Cedars provides debt collection services for processing fees related to recyclable products, including:

- Collection of outstanding oil recycling fees and other environmental processing charges.
- Skip tracing and account verification to locate and engage non-paying entities.
- Custom payment plans and dispute resolution services to maximize compliance.
- Monthly reporting and performance tracking for state agency oversight.

4. **Medcah Inc., HI**
    - **Contact Name:** Penny Ellis, Office Manager
    - **Address:** 320 Uluniu St., Suite #5, Kailua, HI 96734
    - **Email:** pellis@medcah.com
    - **Phone:** (808) 266-2046
    - **Contract Start Date:** August 2016 – Present
    - **Scope:** Collection of utility debt.
    - **Recovery rate** of 10.4%.

Scope of Services Provided: Cedars has been managing delinquent utility accounts for Medcah Inc. since August 2016.
Services include:

- Utility debt collection.
- Skip tracing and account verification to locate debtors.
- AI-driven automated collections with multi-channel communication (phone, email, text).
- Payment plan management and dispute resolution.

5. **California Department of Transportation (CalTrans), CA**
    - **Contact Name:** Tatyana Bychkov, Associate Accounting Analyst / Contract Manager
    - **Address:** 1727 30th St., Sacramento, CA 95816
    - **Email:** tatyana.bychkov@dot.ca.gov
    - **Phone:** (279) 234-2825
    - **Contract Start Date:** March 2022 – Present
    - **Scope:** Collection of state property damage claims.
    - **Recovery rate** of 44%.

Scope of Services Provided:
Cedars Business Services has been responsible for collecting state property damage claims owed to CalTrans**.**
Services include:

- Debt collection on state property and infrastructure damages.
- Legal enforcement and litigation support for non-responsive accounts.
- Automated workflow integration with CalTrans' internal systems.
- Custom compliance monitoring to meet strict government regulations.

These recovery rates do depend on a number of account factors that include:

- Age of accounts
    - Statutes of Limitations
- Consumer Demographics
    - Income level and poverty

- Type of accounts

However, Cedars can assure the City that we do practice excellent collection strategies, and our technology is significantly advanced. This assists us in achieving our and the City's collection rate goals if we encounter the factors above.

Please click here for a list of our Technology Capabilities. **(if reading a printed copy, see page 31)**

Past Performance: Cedars' past performance includes quality of work, timely performance, diligence, and maintaining high levels of client satisfaction. The firm has never lost a government contract due to poor customer service or performance, and 90% of its government clients have renewed their contracts or awarded new contracts.

INSURANCE

Cedars will comply with insurance requirements for the City. Additionally, we will maintain insurance requirements for the duration of the contract if awarded.

The following pages display our COIs as proof that we maintain the required insurance.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INTEGRITY FIRST INSURANCE LLC/PHS 20266932 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** (888) 443-6112 E-MAIL ADDRESS:
INSURED Cedar Holdings International Inc 5230 LAS VIRGENES RD CALABASAS CA 91302	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Hartford Underwriters Insurance Company — 30104 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			20 SBA BK4HXW	04/02/2025	04/02/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			20 SBA BK4HXW	04/02/2025	04/02/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			20 SBA BK4HXW	04/02/2025	04/02/2026	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** [ ] **Y/N** If yes, describe under DESCRIPTION OF OPERATIONS below	**N/ A**					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employee Benefits Liability			20 SBA BK4HXW	04/02/2025	04/02/2026	Each Claim Limit Aggregate Limit	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Business Liability Coverage Part includes a Blanket Additional Insured By Contract Endorsement, Form SL 30 32.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[redacted]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/11/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AIU Insurance Company	19399
INSURED	INSURER B :	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Cedar Holdings International Inc 5230 LAS VIRGENES RD STE 210 Calabasas, CA 913020000	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 088413223 CA	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Cedar Holdings International Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy.

CERTIFICATE HOLDER

Cedars Business Services LLC
5230 Las Virgenes Rd., Suite 210
Calabasas, CA 91302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE [redacted]

ACORD 25 (2016/03) **© 1988-2015 ACORD CORPORATION. All rights reserved.**
The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/24/2025

PRODUCER
Integrity First Insurance, LLC
9755 Dogwood Road Suite 140
Roswell, GA 30075
O: (770) 587-4595 F: (770) 587-2440

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Cedar Holdings International, Inc dba Cedar Financial
5230 Las Virgenes Road, Suite 210
Calabasas, CA 91302

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Coalition/Arch	29530
INSURER B:	Corvus	54151
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		**EXCESS/UMBRELLA LIABILITY**	CXS10815855300	3/19/2025	3/19/2026	EACH OCCURRENCE	$
		☐ OCCUR ■ CLAIMS MADE				AGGREGATE	$ 2,000,000
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		**OTHER** Errors & Omissions	C-4LPX-256834-CYBER-	3/19/2025	3/19/2026	$3,000,000 privacy and security $3,000,000 data breach	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Last Demand, Inc; Cedars Business Services Inc; CBL Services LLC; Cedar Global Solutions LLC Dba Remote Scouts Medcah Inc

Note--full insured name is listed to the left, in addition to the insured named above

CERTIFICATE HOLDER

FOR INFORMATION

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE [redacted]

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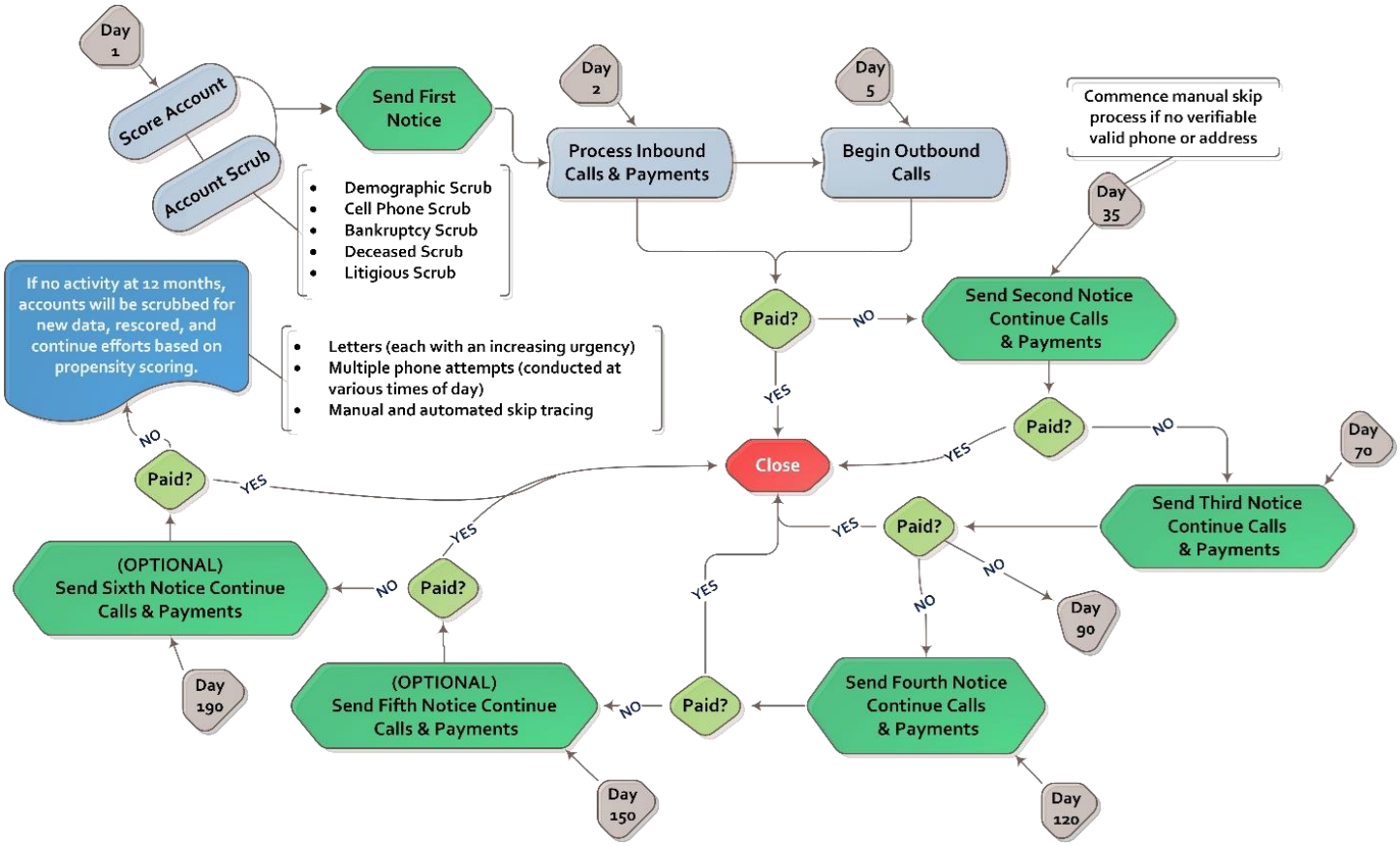
PROPOSED METHOD OF DOING WORK

Collection Methods

The following is a general collection process flowchart used for most municipal account types.



Comprehensive Collection Efforts:

Cedars has many collection approaches that are taken up depending on the type of accounts. Our example below details the Proactive Dialer Approach.

- **Proactive Dialer Approach:** We initiate daily outreach via a predictive/progressive dialer, targeting both primary and alternate contact numbers.

- **Alternative Day Contact Strategy:**
  - **Day 1:** 1 Call attempt (No Voicemail or SMS).
  - **Day 2:** 1 Ringless Voicemail (VM) Drop.
  - **Day 3:** 1 Call attempt (No Voicemail or SMS).
  - **Day 4:** 1 SMS communication.
  - **Day 5:** 1 Call attempt (No Voicemail or SMS).
  - **Day 6:** 1 Email outreach.
  - **Day 7:** 1 Call attempt + Documentation Review.

- **Email & SMS Campaigns:**
  - **Minimum of 2 SMS per week.**

- **Emails every 2 days** containing clear payment resolution options.

- **Letter 1 Sent:** The first demand notice is physically mailed, creating an additional point of engagement.

- **Ringless Voicemail (VM) Drops (drops voice message but the phone does not ring):**
  - **Second VM Drop (14 days):** If there is no response after two weeks, we reinforce urgency through another voicemail.
  - **Final VM Drop (Pre-closure):** Before recommending closure, a final voicemail is dropped urging the debtor to respond.

- **Letter 2 Sent:** A secondary physical demand notice reinforcing urgency and highlighting potential implications of non-payment.

- **Contact Attempt before changing strategy:** Before initiating a cool-off period, a comprehensive contact attempt (call, voicemail, or email) is executed to ensure no opportunity is missed.

Structured Cool-Off Period Strategy:

- **Manager-Reviewed Cool-Off Period:**
  - The Collection Manager conducts a monthly review of liquidation and engagement trends.
  - If a significant halt in engagement is identified after 4 months, the manager may decide to implement a 1-month cool-off period.
  - The cool-off period is initiated only if there is a clear drop in responsiveness and no active debtor communication.

- **Re-engagement After Cool-Off:**
  - After the 1-month cool-off period, a fresh contact cycle (calls, emails, SMS, and VMs) is re-initiated.
  - The manager continues to monitor performance monthly to determine the need for an additional cool-off period.

- **Final Cool-Off Period (if necessary):**
  - A second and final 1-month cool-off period may be implemented only after an additional 4 months of no engagement.
  - After this period, a final re-engagement attempt is made before recommending closure.

- **File Retention:**
  - **Duration:** All files are retained for a minimum of 1 year, ensuring future potential resolution if contact information changes.

Commitment to Compliance & Documentation:

- **Strict Adherence to FDCPA:** Our process complies with the 7-7 Rule (maximum 7 calls in 7 days).

- **Documented Outreach:**
  - Every call, email, SMS, and letter is fully documented and time-stamped.
  - Voicemail drops are logged alongside call attempts.

- **Performance Tracking:**
  - We maintain detailed metrics on contact rates, engagement levels, and payment resolutions.

- **Data Preservation:** Files are securely maintained for a minimum of 1 year, ensuring long-term recoverability potential.

Our Philosophy

At Cedars Business Services, our guiding principle is **"Putting People First."** We believe in ethical, respectful, and result-driven collections that maintain positive relationships with both our clients and their communities. Our approach is based on:

- **Compliance-Driven Operations**: We strictly adhere to FDCPA, HIPAA, FCRA, and state regulations, ensuring fair and legally sound collections.
- **Client-Centric Service**: We prioritize clear communication, transparency, and customized collection strategies to meet each client's specific needs.
- **Technology & Innovation**: We leverage AI, data analytics, and omnichannel engagement to improve recovery rates and enhance debtor interactions.
- **Flexibility & Adaptability**: Our cross-trained workforce and customized solutions allow us to adjust collection strategies based on client requirements.

By integrating experienced personnel, advanced technology, and a compliance-first approach, Cedars is positioned to deliver superior debt collection results while upholding the highest standards of professionalism and client satisfaction.

We know that respect and empathy are the keys to excellent customer service. The public does not always view debt collection as a friendly industry. Therefore, we have worked hard to ensure that we provide the best-in-class debt collection services.

In our industry, accounts fall into 1 of 4 categories:

(1) willing and able to pay (easy).
(2) willing but unable to pay (financial hardship).
(3) unwilling but able to pay (i.e., disputes).
(4) unwilling and unable to pay (the most difficult to resolve).

Asking for payment-in-full quickly resolves these accounts so we can focus on your more challenging accounts (i.e., financial hardships and disputes).

Our professionally trained and experienced collectors are very adept at using probing but non-alienating communication to ascertain which quadrant the debtor falls into. Each collector then intelligently and artfully leads the conversation toward a conclusion. Can they pay all or some of the balance today or this week? Can they begin an agreed payment arrangement? Do they have access to other financial support that will help resolve the accounts? Are they in a financial position to begin payment? Our professional collectors use intelligent conversation, appropriate probing questions and empathy to secure a payment arrangement.

When new placements arrive, all accounts are scored using our available proprietary and public data. Our scoring system merely prioritizes which accounts are more likely to pay and suggests which ones should be worked on first. All accounts are worked regardless of score or other factors.

Accounts with good or suspected good phone numbers are first managed through dialer pools. Once a debtor has been contacted by an agent, and rapport and follow-up has been established, the agent moves the account from a dialer pool into their individual collector queue.

Customized Workflows

Under the leadership of Justin Franklin, our Sr. Director of Operations, we consult with each client on a variety of factors that will drive our approach and account treatments process. These factors include but are not limited to:

- The type of the account
- The typical demographics for your customers
- Any state or other regulatory factors that determine collection rules and limitations for each debt type.

For example, we have determined that our full range of skiptracing waterfall process should be applied to lower balance thresholds for utility debt accounts.

Cedars uses strategies that are driven by data, metadata, and data analytics. We use multiple data points we gain from both public records and retained from internal systems data captured to drive strategies. We track and record consumer/debtor behaviors, activities:

- Most frequent times they are available on their cell phone (this comes from cell phone provider data we use).

- How frequently does a consumer respond to SMS texts, what days, and times?
    - We measure results using A / B testing of various SMS text message content (scripts).

- How frequently does a consumer respond to emails, what days, and times?
    - We measure results using A / B testing of various email message content (scripts).

- General numbers that show trends for:
    - Best time to call.
    - Best day to call.

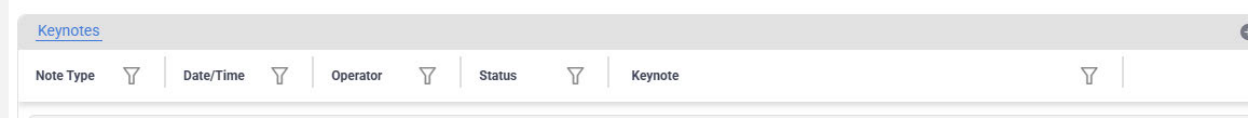
- National information available regarding best practices for individual debt / portfolio types:
    - Data shows which debt types tend to be prioritized for payment by consumers.
    - Historical data prescribes best practice for frequency of communication, balance thresholds for skiptracing efforts, etc.
    - Data that provides best practices on various holds on privileges that government manages.
        - DMV holds for vehicle registrations and driver's license renewals.
        - Holds on occupational licenses.

- Holds on gaming and fishing licenses.
- Etc.

These types of data sets and others are used to design tailored workflows for each debt or portfolio type.

Documenting Collection Efforts

Cedars has its own portal where all residents' data is kept securely. **All telephone calls, letters and other contacts are recorded in our notes section of the debtor's profile, which is shown in the client portal.**



Furthermore, Cedars utilizes a comprehensive and compliant approach tailored to each delinquent account to maximize recovery rates for the City. Our collection procedures include a **strategic combination of telephone calls, personalized mailings, and advanced skip-tracing techniques.** Our Right Party Contact (RPC) platform integrates multiple premium data sources, ensuring accurate and efficient outreach.

For accounts requiring escalated enforcement, we will proceed with filing judgments, imposing liens, garnishments, conducting asset searches, and, when necessary, attaching bank accounts. These legal actions are executed only upon receiving explicit, written authorization from the City, ensuring complete transparency and compliance.

Automated Collection Processes

Cedars employs a comprehensive, technology-driven approach to debt collection, integrating automation and artificial intelligence (AI) to enhance efficiency, maximize recoveries, and ensure full regulatory compliance. Our automated collection processes streamline outreach, optimize contact strategies, and improve debtor engagement while maintaining a professional and ethical approach.

Our Automation Highlights:

1. Omnichannel Communication Automation

Our automated omnichannel platform allows us to contact debtors through multiple channels while ensuring compliance with FDCPA, TCPA, and state regulations:

- **Automated Call Campaigns** – Predictive dialing ensures efficient right-party contact (RPC), improving connection rates and reducing agent idle time.
- **AI-Driven Email & SMS Outreach** – Automated reminders and payment links are sent via email and SMS (with consent), increasing response rates.
- **Intelligent Voicemail Drops** – If a call goes unanswered, an automated message is left, prompting the debtor to take action.
- **Real-Time Inbound Call Routing** – Calls are automatically routed to the appropriate department or agent, ensuring quick and accurate service.

2. Intelligent Skip Tracing & Data Enrichment

Our system automatically cross-references multiple databases to locate debtors efficiently:

- **Real-Time Data Scrubbing** – Validates debtor contact details against national databases, credit bureaus, and proprietary data sources.
- **AI-Driven Address & Phone Verification** – Ensures all outreach attempts use the most accurate and up-to-date debtor information.
- **Automated Change of Address (NCOA) Updates** – Ensures all mailed correspondence reaches the correct recipient.

3. Automated Payment Processing & Self-Service Options

We offer secure, automated payment solutions that allow debtors to resolve their accounts with minimal agent interaction:

- **Online Payment Portal** – 24/7 access to make payments, view account details, and set up installment plans.
- **Automated IVR (Interactive Voice Response) Payments** – Debtors can make payments securely over the phone without speaking to an agent.
- **Auto-Debit & Recurring Payment Plans** – Flexible, pre-authorized payment plans that ensure consistent recovery.
- **AI-Enhanced Payment Reminders** – Automated email and SMS alerts notify debtors of upcoming or missed payments.

4. AI-Driven Account Scoring & Prioritization

Our proprietary AI models analyze debtor behavior to optimize collection strategies:

- **Account Risk Scoring** – Identifies high-probability payers to focus outreach efforts effectively.
- **Behavior-Based Contact Timing** – Determines the best time and channel to contact each debtor based on historical data.
- **Automated Account Segmentation** – Categorizes accounts into different treatment strategies (e.g., high-risk, legal escalation, payment plans).

5. Automated Compliance & Quality Control

To ensure full regulatory compliance, our system includes built-in safeguards and automated monitoring:

- **Call Recording & AI Speech Analytics** – Ensures calls meet FDCPA and TCPA requirements, detecting potential compliance issues.
- **Real-Time Compliance Alerts** – Prevents prohibited contact attempts (e.g., calling outside permissible hours).
- **Audit Trails & System Logs** – Every action is tracked, ensuring full transparency and accountability.

6. Customizable Client Reporting & Performance Tracking

Our automated reporting system provides real-time insights into collection performance:

- **Daily, Weekly, and Monthly Reports –** Automatically generated to track recovery rates, agent productivity, and account statuses.
- **Client Web Portal Access –** Clients can log in to view up-to-the-minute collection activity and download reports.
- **Custom Dashboard Analytics** – Tailored to client needs, providing insights into trends, debtor behavior, and financial performance.

Payment Options for Debtors

Cedars offers multiple convenient payment methods, including:

- **Online Payments** – Secure web portal for 24/7 payments.
- **Phone Payments** – IVR and live agent-assisted transactions.
- **Mail Payments** – Traditional check/money order processing.
- **In-Person Payments** – Available at designated locations.
- **Installment/Payment Plans** – Flexible payment arrangements based on debtor financial capacity.

Technology Capabilities

Network Operating Systems

- **Operating Systems**: Cedars' collection systems run in a secure systems environment that includes cloud-based services and modern call center technologies.
- **Remote Access**: Employees access the system remotely via a secure VPN, which uses a three-step login process, including two-step authentication, to ensure secure access.
- **Monitoring and Oversight**: Supervisors and managers maintain real-time oversight of operations via a dashboard, giving them instant access to information about call statuses, work time, live calls, and agent activity.

Network Security

- **Secure VPN Access**: All remote employees connect to Cedars' secure network through a VPN that includes two-step authentication for added security.
- **Real-Time Oversight**: Supervisors can monitor agents' activities and live calls in real-time, and the system's AI technology automatically detects any potential issues, escalating them for review.
- **Call Monitoring**: All calls (inbound and outbound) are monitored 100% of the time using AI technology, which can also detect escalating situations during calls and alert supervisors.
- **Data Encryption**: Cedars employs encryption and other security measures in compliance with regulations like FDCPA and TCPA, ensuring that sensitive data is securely stored and transmitted.

Software

- **Proprietary Software** - *CollectCo:* Cedars uses its proprietary *CollectCo* software for managing all collections activities. This software includes the Client Access Portal, which allows clients to access their accounts 24/7.
- **Omnichannel Integration**: Cedars' collection process is integrated across multiple channels (phone calls, texts, emails, and web portals). The system ensures that communication with customers is coordinated and managed efficiently through one unified platform.

- **AI Technology**: Cedars uses AI-driven call auditing and automated scripting to improve performance, identify issues, and provide real-time coaching for collectors. The AI monitors every call for compliance with Cedars' collection approach.

Accounting System

- **Payment Processing and Tracking**: Cedars' *CollectCo* system includes automated tools for managing payment plans (e.g., monthly or bi-weekly payments) and ensuring that all agreements are in place.
- **Interest & Fees Tracking**: The system helps track payments made, balances owed, and any additional fees or interest rates applied to accounts. It automates reminders and alerts for missed payments to keep accounts up to date.
- **Payment History and Reporting**: Cedars provides full transparency, allowing clients to view detailed transaction histories, which are available via the Client Access Portal.

Electronic Transmission of Data

- **Secure Data Transfer Methods**: Cedars uses multiple secure methods to transfer sensitive data:
  1. **FTPS** (File Transfer Protocol Secure) – Secured by TLS/SSL encryption.
  2. **Web Portal** – Secured by **TLS/SSL** encryption for client access.
  3. **SFTP** (Secure File Transfer Protocol) – Secured by SSH encryption for safe transmission of files.
- **Data Integration**: Cedars' IT team programs all data mapping between Cedars' system and the client's system to ensure seamless transmission of data, including placement files, payment processing, and reporting files.
- **Compliance**: All data transfer methods adhere to regulations such as HIPAA and FDCPA, ensuring secure handling of Personally Identifiable Information (PII) and other sensitive data.

Storage of Payment Information

- **Payment Information Security**: Cedars securely stores sensitive payment information in compliance with PCI DSS standards. The storage and handling of data are fully encrypted to protect against unauthorized access or breaches.
- **Long-Term Storage**: All calls (inbound and outbound) are recorded and stored for **5 years,** providing a complete record of interactions.
- **Compliance**: Cedars ensures that all stored payment and customer data is compliant with FDCPA, PCI, and other relevant regulations.

Reporting

- **Comprehensive Reporting**: Cedars offers access to a wide range of reports through the Client Access Portal. Clients can generate standard or customized reports related to account status, collections progress, payment histories, and performance metrics.
- **Real-Time Analytics**: Cedars' omnichannel platform provides real-time feedback and analytics, helping supervisors and managers monitor performance, track collection success, and identify areas for improvement. This information is continuously analyzed and made available to ensure up-to-date reporting on collections activities.
- **AI-Driven Insights**: Cedars' AI technology assists with monitoring collections calls and identifying potential issues, improving both the quality of reporting and the efficiency of collections.

Data Accuracy & Integrity

- **AI-Powered Call Auditing**: Cedars uses AI to conduct 100% call audits on every interaction (inbound and outbound) to ensure compliance with Cedars' collection principles and to identify areas for performance improvement.
- **Real-Time Monitoring**: Supervisors have full visibility into agent activities in real time, which helps ensure that data is accurate and that any potential discrepancies are quickly addressed.
- **Transparent Data Access**: Clients have 100% transparency into the data, with access to detailed account histories, communication logs, and call recordings.
- **Performance Monitoring**: Cedars' technology continuously analyzes agents' performance and identifies when additional training or coaching is needed. This helps maintain the accuracy of information while also improving overall collection success rates.
- **Data Integrity**: Cedars' multi-application environment and integrated systems ensure that all data flows seamlessly between different processes, minimizing the risk of errors and maintaining data integrity.

By combining cutting-edge technology with stringent security measures, Cedars ensures integrity, accuracy, and security of data while providing a comprehensive and efficient collection process.

Skiptracing

Skip-tracing plays a key role in increased debt recovery. We have identified resident information in over 70% of accounts using our multiple databases, subscriptions, and our omnichannel data platform.

Accounts without a phone number are placed into our skiptracing research treatment. We utilize a waterfall database process where the account is scrubbed against multiple databases. If at any point a database returns a possible number, the account is removed from the research waterfall and placed back into the calling sequence. If the potential phone number is deemed invalid the account is placed back into the research waterfall.

All invalid phone numbers are stored on the account and are forwarded to research vendors. This prevents the vendor from returning the same, invalid, phone number. This process allows accounts to progress through the waterfall until "new" potential phone numbers are returned.

In the event a new phone number is not developed at the completion of the research waterfall the account is placed on hold with no phone attempts made. These accounts remain on Collection Triggers and will be reactivated in the event of credit activity. If the accounts have been placed with the credit bureau, they will remain on the consumer/resident credit file. Our agency fields all calls from residents generated by the listing on their credit file.

Live agents, our automated IVR and our Payment Portal provide disclosures and gain consent to communicate with a resident at the cell number, including SMS text and email. Our database sources are highly efficient at identifying resident cell numbers and email addresses. Additionally, the data tells us which days of the week, and hours of the day a resident is most likely to be active on their cell phone. Our AI driven processes make attempts via phone call and SMS text at those times.

Depending on the type of debt, we have set up client specific paths, as collecting tax is different from collecting student loans, utilities, EMS, etc. Many of the government debts we collect require a high volume of skiptracing work.

Everything over $100 balance goes through all our data treatments. It begins with a scrub through LocateSmarter. If we get a hit, it automatically is fed to our workflow dispositions for work. If we do not receive a hit, it immediately progresses to our next data provider and so on. From there, we revisit both sources every 15 days should new information develop. Letter efforts continue during this phase.

Some government client's data systems do not have demographic information stored. In these cases, we have reduced our balance threshold to $50.

We also will conduct an analysis of high balance accounts and will have our dedicated support staff conduct manual skiptrace efforts for accounts when automation cannot locate. We have a handful of portals and decades of expertise that when combined help us acquire new resident information that inventory skip vendors alone are unable to provide.

Our "Waterfall" skip tracing process scrubs against multiple databases. If at any point a vendor returns a possible number, the account is removed from the research waterfall and placed back into the calling sequence. If the potential phone number is deemed invalid the account is placed back into the research waterfall.

Cedars wishes to stress the importance of skiptracing as a key component to successfully increasing recoveries. Cedars skip tracing success rates are unrivaled in our industry. We report that over 70% of all accounts that are run through our skiptrace waterfall process have successful contact information provided. Our success rate for skiptracing is one of the highest in our industry due to the multiple databases, subscriptions, and our proprietary API processes and data analytics.

Cedars uses a variety of private and public data sources to locate residents and assets including:

- LocateSmarter (a data aggregator)
- Lexis Nexis Accurint
- TransUnion/TLO
- Experian
- Equifax
- Dun & Bradstreet
- CredNet
- A variety of internet based manual sources

Placement Accounts Entry Flowchart

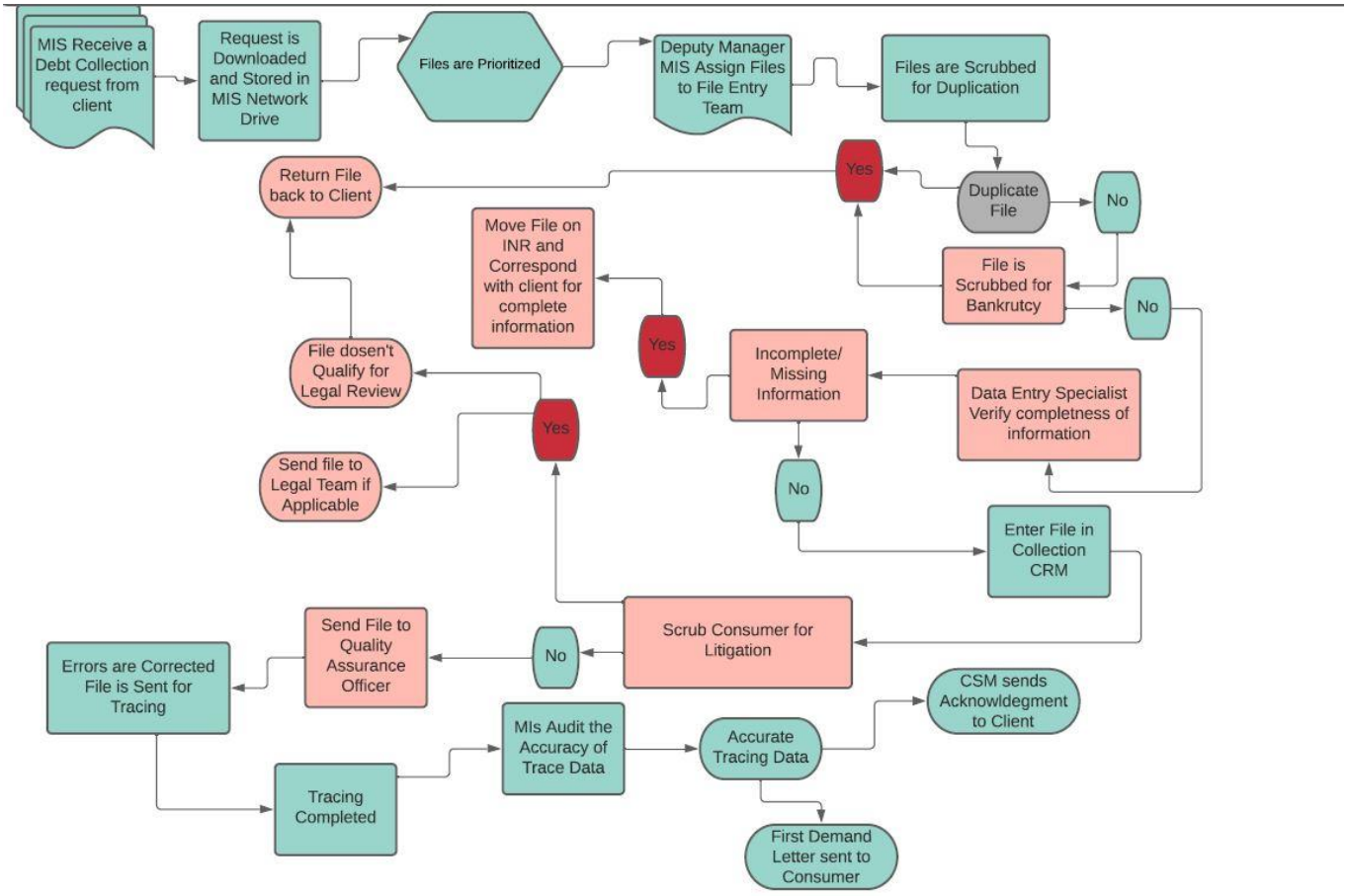
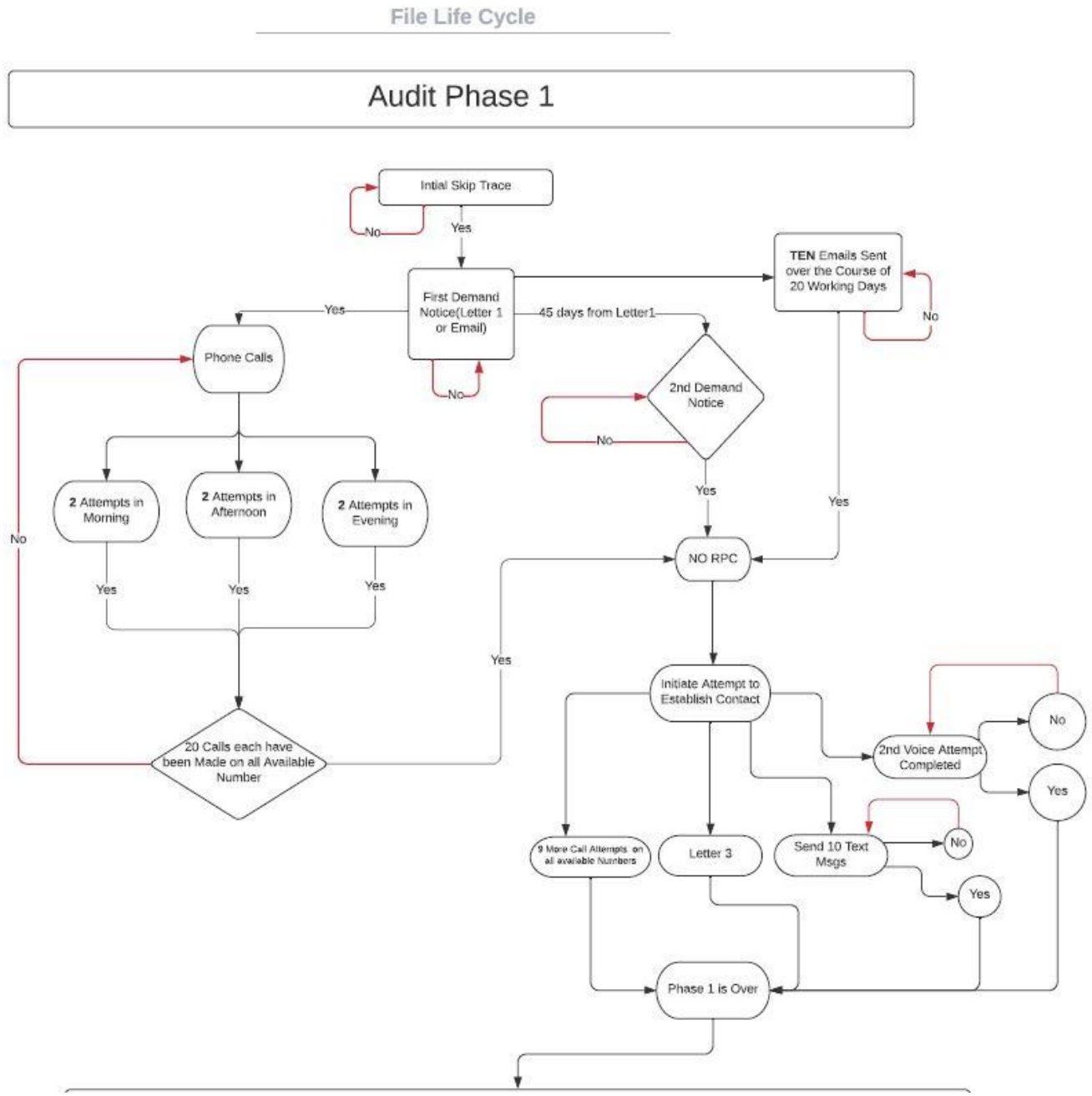
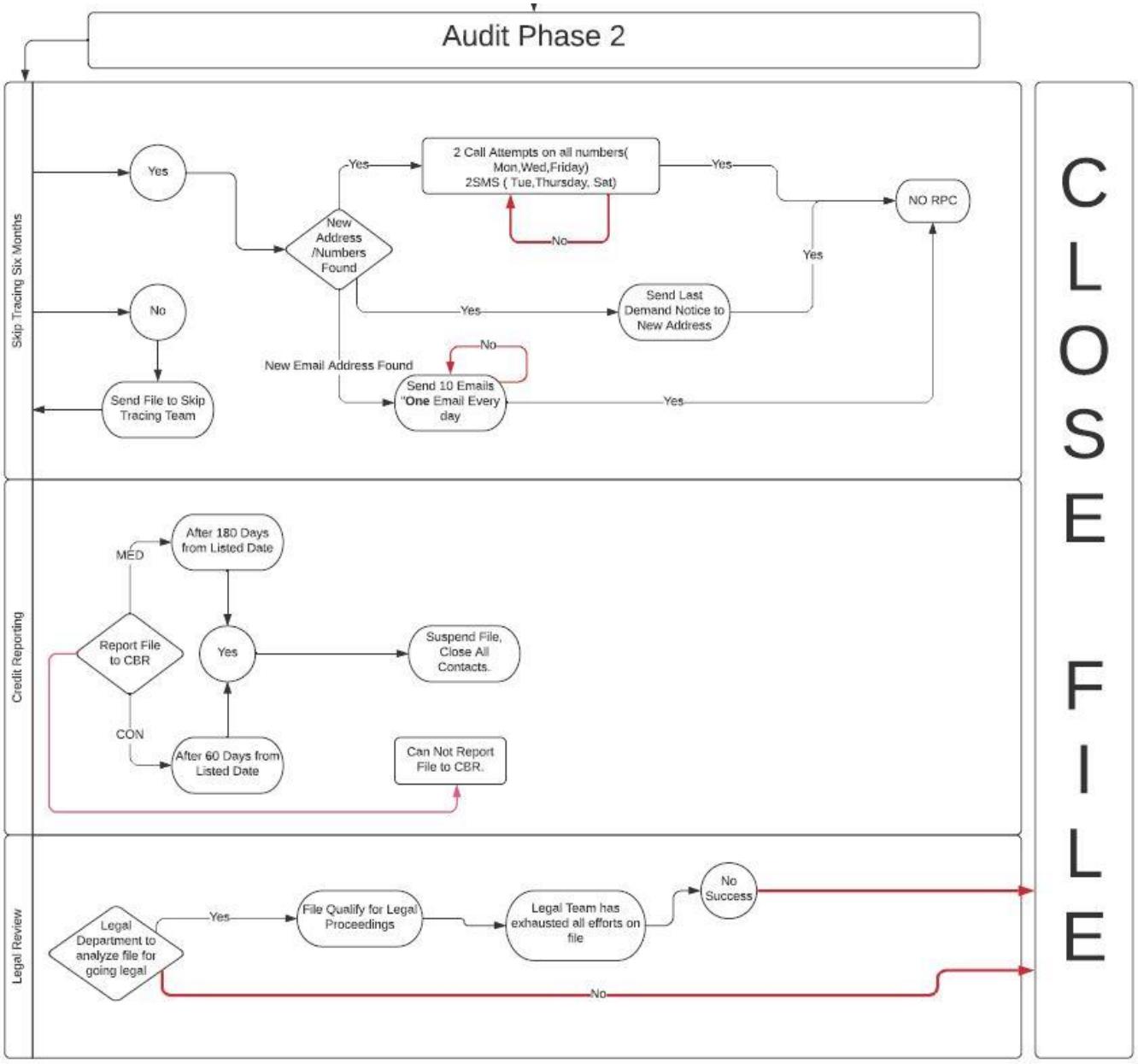


Chart – Lifecycle of a Collection File (sample)




Audit Phase 2
Skip Tracing Six Months
Yes
Yes
2 Call Attempts on all numbers(Mon,Wed,Friday) 2SMS (Tue,Thursday, Sat)
Yes
NO RPC
No
New Address /Numbers Found
Yes
Send Last Demand Notice to New Address
Yes
No
No
New Email Address Found
Send 10 Emails "One Email Every day
Yes
Send File to Skip Tracing Team
Credit Reporting
MED
After 180 Days from Listed Date
Report File to CBR
Yes
Suspend File, Close All Contacts.
CON
After 60 Days from Listed Date
Can Not Report File to CBR.
Legal Review
Legal Department to analyze file for going legal
Yes
File Qualify for Legal Proceedings
Legal Team has exhausted all efforts on file
No Success
No
CLOSE FILE

Compliance, Consumer Communication, & Dispute Resolution

Cedars maintains the highest compliance standards, ensuring that all interactions are legal, ethical, and transparent.

- **Regulatory Compliance:**
  - Fully adheres to FDCPA, Consumer Collection Practices Act, FCRA, and TCPA regulations.
  - Maintains active compliance monitoring through our Chief Compliance Officer and ACA membership.
  - All agents undergo FDCPA and regulatory training, with annual recertifications.

- **Consumer-Centric Communication Approach:**
  - Our *"Putting People First"* philosophy emphasizes respectful, solution-oriented conversations with debtors.
  - Trained collection professionals identify financial hardships and offer appropriate repayment options.
  - All consumer interactions are recorded and audited for quality assurance and compliance.

- **Dispute Resolution Process:**
  - Debtors may submit disputes via phone, email, or our online portal for debtors.
  - Compliance staff reviews and validates disputes according to FDCPA guidelines.

Commitment to Customer Service

At Cedars, we uphold the highest standards of professionalism, respect, and courtesy in all interactions. Our ***"Putting People First"*** philosophy ensures that every debtor is treated with dignity, fairness, and understanding, while maintaining compliance with all regulatory requirements.

Professional & Respectful Debtor Engagement

- Courteous and empathetic communication in every interaction.
- Trained collectors who prioritize professionalism while working toward debt resolution.
- Solution-oriented approach to help debtors find the best repayment options.

Transparent & Open Communication

- Clear, honest, and respectful discussions regarding debt obligations.
- Multiple communication channels – phone, email, SMS, and online portal – to make engagement convenient and comfortable.
- Recorded and AI-audited calls to ensure compliance and respectful interactions.

Established Internal Computer Systems for City File Transmissions

We operate a highly secure, fully integrated data exchange system that allows for seamless communication with the City's computer systems. Our IT infrastructure ensures:

- Automated acceptance of the City's file transmissions via secure SFTP, FTPS, or API-based transfers.
- Encryption protocols to protect sensitive data.
- Real-time data validation to prevent errors and ensure accuracy.
- Automated account updates and tracking, accessible via our *CollectCo* Client Portal.

Our systems already support file transmission formats used by multiple government agencies, ensuring compatibility with the City's infrastructure.

Reporting to Major Credit Bureaus

Where appropriate and permitted, Cedars will report delinquent debts to major credit bureaus, including:

- Experian
- Equifax
- TransUnion

Debtors receive pre-reporting notices, allowing time for payment before a negative impact on their credit.

Credit Reporting

Eligible accounts will be listed with all three major credit reporting agencies. We will field any resident phone calls, as well as process any e-OSCAR disputes. The accounts will remain listed for seven (7) years from date of delinquency, or until our client recalls the account, whichever comes first. We will also continue to monitor the account through our Triggers Program.

Cedars recommends that our clients have us send an account to the credit bureaus 90 days after being listed with us, or at least 60 days. This best-practice is recommended for two reasons.

1. If there is any error in the account balance or other legitimate reason for dispute, 60 to 90 days will give us and the delinquent account holder plenty of time to determine exactly what that is before reporting to the bureaus. This avoids any FCRA complaints and cumbersome disputes being sent by a consumer to any of the bureaus. Once a dispute is filed with any bureau, it creates a variety of time sensitive and time-consuming work to be sure that you as the creditor is not in any legal jeopardy or spending precious time fixing them.

2. Waiting 60 to 90 days gives both the delinquent account holder and our professional collection agent to know that the debt is valid and acknowledged. It also provides an incentive for the delinquent account holder to pay off the account or get into a pre-approved series of payments (a payment plan). We advise them that if they are making payments for an approved payment plan, or paying the account off quickly, they will avoid having the collection activity reported to the credit bureaus.

Cedars strictly follows all credit reporting regulations including The Equal Credit Opportunity Act, and the FCRA. Our staff is trained on Regulation Z and the CCPA though these regulations essentially apply to banks and credit granters. Cedars is not a bank or credit grantor. However, our staff is trained on how to listen for and recognize potential violations when speaking to debtors.

Trigger Program

If, at day 60, an account has no established contact or produced new contact information through our skip-tracing process, it will be eligible to be added into our Trigger Program. This occurs independently of our skip tracing process. If the account is in skip-tracing, it will continue through that treatment process as well. The automated Trigger process relies on our access to multiple databases, looking for current credit-based activities tied to the residents' identifying information.

Examples of triggering events include – mortgage inquiries, new bank cards, business loans, resolving past due balances, HELOCs, and similar events that initiate a credit inquiry on the resident. These activities generate new demographic information and signify that a resident has become credit-active and is more likely and capable of resolving their outstanding obligations.

Upon an occurrence of any of these *triggering* events, Cedars will be notified, and the account updated with any fresh contact information generated from the credit activity. This will reactivate and prioritize the account within our workflow to capitalize on the fresh information.

Standard Reports

Cedars typically provides these online and hard-copy reports:

- **Account Confirmation & Acknowledgment of new accounts** including listing by name, City account number, date submitted and original balance.
- Invoices with payments collected by Cedars and Direct Payments to the City. Cedars will sort by listing, account number, pay date, the amount paid, commission amount, and current balance.
- **A monthly activity statement (assignments, collections, fees paid).** This will be a monthly summary of the number of accounts placed, the number of accounts terminated, dollars collected, and fees paid by the City.
- **Optional quarterly report** on debtor address changes available in the format that the City requests. This will allow your IT department to update your account records.
- An electronic file listing closed accounts in the format requested.
- **Monthly status analysis of accounts** including the age of accounts.
- A comprehensive monthly report on total accounts.
- **Yearly Reports** – Depending on the client's fiscal year end, we provide a financial summary.
- **Ad-hoc Reports** – Available upon request for custom financial breakdowns, payment trends, or legal case updates. Cedars is always able to comply and does everything required to meet the City's needs.

Report Accessibility

Cedars can provide reports on a weekly, monthly, and quarterly basis via our client portal. These include but are not limited to:

✓ Weekly Reports
- **New Account Placements** – Summary of newly assigned cases.
- **Active Collection Efforts** – Number of calls and letters sent.

✓ Monthly Reports
- **Recovery Rate Report** – Collection success percentage per debt category.
- **Debtor Communication Log** – Detailing all interactions.
- **Compliance & Dispute Resolution Report** – Number of disputes handled and resolved.

✓ Quarterly Reports
- **Financial Reconciliation Report** – Detailed financial breakdown of amounts recovered, pending, and aged debts.

NOTE: Cedars can also customize reports according to the City's needs and specifications.

Our services include, at no extra cost, programming, and data scripting to map data and files back to you that are compatible with your systems. These files can be electronically placed in a secure SMTP file location that you provide, or by giving the City access to our secure SMTP file location. All access points are fully encrypted and provide thorough data and transmission protection.

All Cedars reports are available in your client portal and can be downloaded into various formats including CSV, PDF and Excel.

Please see sample standard reports on the next page…

Standard System Liquidation Report – overall collection rate. This report is customizable.

CEDAR FINANCIAL
Putting People First

TCMGroup
Global Debt Collection

Date: 08/10/2021
For additional inquiries please contact:
Sarah Malik
Client Relations Manager
sarah.malik@cedarfinancial.com
(818)-574-3513

[redacted]
Standard

Total Liquidation
04/23/2014 - 08/10/2021

Statistics

Industry	[redacted]
Amount Placed	$1,601,737.46
Amount Collected	$664,881.49
Amount Owing	$936,855.97
Total Accounts	398
Total Liquidation%	41.510%
Active Accounts	41
Closed Accounts	357
Liquidation on Closed Accounts%	55.503%
Client Listed Date	04/23/2014
Placement Listed Date	09/11/2020
Number of Paying Files:	9
Percentage of Paying files:	21.951%
Number of Promise to Pay:	2
Percentage of Promise to Pay:	4.878%

CEDARS
BUSINESS SERVICES

Acknowledgement Report – acknowledges accounts received and processed.

Placement Acknowledgement 02/15/2022
Cedars Business Services

The following accounts have been entered into our commission collection system. Thank you.

Client Name	Customer Name	Cedars Master Number	Your Account Number	Date Placed	#	Balance Placed
GENERIC CLIENT	DOE, JOHN	9876543	12345678	02/14/2022	1	41.78
GENERIC CLIENT	DOE, JOHN	9876544	12345679	02/14/2022	1	4,126.28
GENERIC CLIENT	DOE, JOHN	9876545	12345680	02/14/2022	1	954.65
GENERIC CLIENT	DOE, JOHN	9876546	12345681	02/14/2022	1	670.42
GENERIC CLIENT	DOE, JOHN	9876547	12345682	02/14/2022	1	113.83
GENERIC CLIENT	DOE, JOHN	9876548	12345683	02/14/2022	1	200.00
GENERIC CLIENT	DOE, JOHN	9876549	12345684	02/14/2022	1	85.36
GENERIC CLIENT	DOE, JOHN	9876550	12345685	02/14/2022	1	80.00
GENERIC CLIENT	DOE, JOHN	9876551	12345686	02/14/2022	1	30.00
GENERIC CLIENT	DOE, JOHN	9876552	12345687	02/14/2022	1	68.68
GENERIC CLIENT	DOE, JOHN	9876553	12345688	02/14/2022	1	899.70
GENERIC CLIENT	DOE, JOHN	9876554	12345689	02/14/2022	1	66.00
GENERIC CLIENT	DOE, JOHN	9876555	12345690	02/14/2022	1	35.00
GENERIC CLIENT	DOE, JOHN	9876556	12345691	02/14/2022	1	200.00
GENERIC CLIENT	DOE, JOHN	9876557	12345692	02/14/2022	1	100.00
GENERIC CLIENT	DOE, JOHN	9876558	12345693	02/14/2022	1	45.70
GENERIC CLIENT	DOE, JOHN	9876559	12345694	02/14/2022	1	50.00
GENERIC CLIENT	DOE, JOHN	9876560	12345695	02/14/2022	1	2,194.45
GENERIC CLIENT	DOE, JOHN	9876561	12345696	02/14/2022	1	180.76
GENERIC CLIENT	DOE, JOHN	9876562	12345697	02/14/2022	1	33.21
GENERIC CLIENT	DOE, JOHN	9876563	12345698	02/14/2022	1	50.00
GENERIC CLIENT	DOE, JOHN	9876564	12345699	02/14/2022	1	41.00
GENERIC CLIENT	DOE, JOHN	9876565	12345700	02/14/2022	1	668.50
GENERIC CLIENT	DOE, JOHN	9876566	12345701	02/14/2022	1	75.00
GENERIC CLIENT	DOE, JOHN	9876567	12345702	02/14/2022	1	25.00
GENERIC CLIENT	DOE, JOHN	9876568	12345703	02/14/2022	1	28.49
GENERIC CLIENT	DOE, JOHN	9876569	12345704	02/14/2022	1	291.00
GENERIC CLIENT	DOE, JOHN	9876570	12345705	02/14/2022	1	278.08
	TOTAL			-	**28**	**11,632.89**

Customized Reporting

Utilizing our Business Objects software, we will collaborate with your staff to develop customized reports using our state-of-the-art data mining techniques.

Sample Customized Batch Analysis

BATCH ANALYSIS

CLIENT ID:

YR-MTH	ACCOUNTS LISTED #	ACCOUNTS LISTED $	ADJUSTMENTS TO LIST #	ADJUSTMENTS TO LIST $	CLIENT RECALLED TO DATE #	CLIENT RECALLED TO DATE $	CLIENT RECALLED TO DATE %	RETURNED ACCTS TO DATE #	RETURNED ACCTS TO DATE $	RETURNED ACCTS TO DATE %	PIF SIF	CURRENT COLL $	CURRENT COLL %	TO DATE COLL $	TO DATE COLL %	AVG AGE
##-06	1,004	$580,312	125	$65,625	0	$0	0.0%	0	$0	0.0%	112	$52,228	9.0%	$121,866	23.7%	411
##-07	457	$264,146	189	$99,225	0	$0	0.0%	17	$9,325	3.5%	12	$29,056	11.0%	$45,245	27.4%	390
##-08	1,638	$946,764	3	$1,575	47	$19,593	2.6%	14	$7,675	0.1%	65	$75,741	8.0%	$287,126	30.4%	350
##-09	878	$507,484	0	$0	10	$2,338	1.2%	75	$31,375	0.1%	15	$91,347	18.0%	$112,012	22.1%	361
##-10	2,248	$1,299,344	0	$0	69	$77,843	7.6%	45	$21,625	0.1%	12	$118,240	9.1%	$311,882	24.0%	365
##-11	1,985	$1,147,330	2	$1,050	32	$7,134	1.5%	187	$99,175	9.0%	22	$117,028	10.2%	$287,145	25.1%	367
##-12	1,851	$1,069,878	0	$0	57	$34,074	4.0%	189	$96,225	9.0%	34	$98,429	9.2%	$275,698	25.8%	378
20## TOT	**10,061**	**$3,477,337**	**319**	**$167,475**	**215**	**$140,982**	**4.1%**	**527**	**$265,400**	**8.0%**	**272**	**$582,069**	**16.7%**	**$1,440,974**	**41.4%**	369
##-01	2,137	$1,082,582	15	$7,875	86	$38,117	3.5%	18	$9,550	91.5%	50	$121,249	11.2%	$289,451	26.9%	376
##-02	1,607	$742,704	7	$2,775	34	$18,976	2.6%	0	$0	0.0%	49	$69,071	9.3%	$178,895	24.2%	383
##-03	1,703	$709,770	10	$6,450	31	$9,676	1.4%	0	$0	0.0%	23	$90,141	12.7%	$169,871	24.2%	403
##-04	1,539	$852,254	2	$1,100	15	$10,223	1.2%	0	$0	0.0%	7	$97,157	11.4%	$189,541	22.3%	392
20## TOT	**6,986**	**$3,387,310**	**34**	**$18,200**	**166**	**$76,992**	**2.3%**	**18**	**$9,550**	**29.2%**	**129**	**$377,618**	**11.1%**	**$827,758**	**25.0%**	388
TOTAL	**13,743**	**$6,864,647**	**353**	**$185,675**	**381**	**$217,973**	**3.2%**	**545**	**$274,950**		**258**	**$959,687**	**14.0%**	**$2,268,732**	**34.1%**	378

CLIENT ID:

Collections by Penetration Type

Collections by Penetration Type

		INBOUND	CONSUMER PORTAL	OUTBOUND	COMMISSIONABLE TO DATE	COLLECTIONS TO DATE
2020	September	$346,746	$88,579	$833,101	$1,268,426	$1,992,586
2020	October	$491,214	$61,087	$954,215	$1,506,516	$1,793,350
2020	November	$334,483	$52,371	$575,246	$962,100	$1,170,494
2020	December	$484,712	$66,667	$870,611	$1,421,990	$1,754,946
2021	January	$387,656	$40,208	$708,476	$1,136,340	$1,405,391
2021	February	$281,454	$24,068	$667,671	$973,193	$1,136,774
2021	March	$576,869	$22,441	$1,223,014	$1,822,324	$2,039,626
2021	April	$757,709	$19,694	$1,221,806	$1,999,209	$2,243,668
2021	May	$559,152	$44,122	$1,455,917	$2,059,190	$2,446,720
2021	June	$422,895	$56,013	$1,281,258	$1,760,166	$2,245,645
2021	July	$366,310	$46,719	$818,091	$1,231,120	$1,659,812
2021	August	$110,077	$12,394	$214,206	$336,677	$449,107
	Sum:	$5,119,276	$534,361	$10,823,612	$16,477,249	$20,338,119

Gross Rec. % by Penetration Type

Gross Recovery % by Penetration Type

		INBOUND	CONSUMER PORTAL	OUTBOUND	GROSS RECOVERY	$ AMOUNT LISTED
2020	September	3.62%	0.98%	14.03%	18.63%	$10,694,882
2020	October	7.82%	1.00%	19.36%	28.18%	$6,364,306
2020	November	8.37%	1.36%	18.89%	28.61%	$4,090,664
2020	December	8.50%	1.19%	19.86%	29.55%	$5,939,820
2021	January	8.31%	0.93%	19.76%	29.01%	$4,845,299
2021	February	8.05%	0.75%	22.72%	31.52%	$3,606,351
2021	March	8.09%	0.33%	19.44%	27.86%	$7,320,203
2021	April	9.16%	0.25%	16.91%	26.32%	$8,524,808
2021	May	6.06%	0.54%	18.76%	25.35%	$9,649,985
2021	June	5.24%	0.72%	20.73%	26.69%	$8,412,396
2021	July	4.49%	0.58%	13.83%	18.89%	$8,786,267
2021	August	1.86%	0.21%	4.93%	6.99%	$6,423,139

Omnichannel Analytics Reporting

In addition to acknowledgments, activity statements, and cancel reports, the City may receive monthly progress, batch, and analysis reports. For example, if you requested an account report based on specific time periods, balances, and credit scores without payment histories, we would compile a list and export them to our SFTP review. Or with our *CollectCo***.** client portal, you may access online reports at your convenience.

Along with our standard reporting package, Cedars has a data analytics team reporting to Justin Franklin, our Sr. Director of Operations. Justin leads our development of data analytics, AI technology, and our omnichannel platform. His staff will implement strategies, account treatments, and reporting. They can customize and automate reports based on an array of data fields.

Sample Monthly Status Report

D22 4305179793

	A	B	C	D	E	F	G	H	I	J
1	Customer Name	File No	Original Ceditor	Account No	Listed Date	Days Past Due	Mode	Closed Date	Owing	Status
2	[redacted]	[redacted]		[redacted]	01/14/2025	112	Active		$139.35	Ongoing Engagement Efforts
3					01/14/2025	105	Active		$537.36	Ongoing Engagement Efforts
4					01/14/2025	117	Active		$358.46	Debt is disputed through consumer portal
5					01/14/2025	121	Active		$216.87	Ongoing Engagement Efforts
6					01/14/2025	120	Active		$440.79	Ongoing Engagement Efforts
7					01/14/2025	118	Active		$172.80	Ongoing Engagement Efforts
8					01/14/2025	115	Closed	02/18/2025	$0.00	Account has been paid in full.
9					01/14/2025	133	Active		$149.80	High Priority Claim
10					01/14/2025	131	Active		$461.74	Verbal dispute by debtor.
11					01/14/2025	134	Active		$535.13	Ongoing Engagement Efforts
12					01/14/2025	139	Active		$139.35	Ongoing Engagement Efforts
13					01/14/2025	131	Active		$1,822.08	Ongoing Engagement Efforts
14					01/14/2025	113	Active		$101.40	Verbal dispute by debtor.
15					01/14/2025	102	Active		$246.14	Ongoing Engagement Efforts
16					01/14/2025	138	Active		$635.99	Ongoing Engagement Efforts
17					01/14/2025	124	Active		$95.33	Ongoing Engagement Efforts

The Monthly Status Report categorizes by customer name, file number, original creditor, account number, listed date, days past due, active/closed (mode), closed date (if closed), still owing, and overall status (dispute/priority/ongoing etc.). **NOTE**: this is just a sample. Our reports are customizable.

Cedars is very flexible and can comply with any requests that the City may have for what the monthly report contains. We can input a variety of factors in a monthly report to display account number, customer name, the amount received, the balance due and date of last payment, and the actions taken on the account. **NOTE:** All reports can be downloaded and provided in excel sheet format.

Here is another monthly sample report – this one has been altered (included liquidation column) per the client's request.

Client Name	Listed Month/Year	Account Listed	Amount Listed	Average Balance	Avg Age	Total Dollars Recovered	Liquidation
Omitted	January-2024	638	$287,489.31	$450.61	224	$49,543.64	17.23%
	March-2024	2289	$1,486,146.22	$649.26	224	$130,908.61	8.81%
	April-2024	509	$228,883.30	$449.67	168	$27,239.69	11.90%
	May-2024	136	$56,600.97	$416.18	175	$3,752.80	6.63%
	June-2024	362	$948,566.11	$2,620.35	410	$30,035.53	3.17%
	July-2024	1	$147.19	$147.19	1903		
	August-2024	718	$641,841.05	$893.93	239	$17,163.24	2.67%
	October-2024	801	$367,713.43	$459.07	238	$10,660.39	2.90%

Sample Quarterly Recovery Rate Report

This is a sample recovery report provided to current clients with listed quarters, amount listed, average balance, average age, total dollars recovered and the recovery rate. This can be altered according to the client's needs. This is provided in excel format.

There is also an option to acquire a quarterly report in excel format from the Client Portal.

	Client Name	Listed Qtr/Year	Account Listed	Amount Listed	Average Balance	Avg Age	Total Dollars Recovered	Liquidation
9								
10	Omitted	Qtr-1 2024	2927	$1,773,635.53	$1,099.87	447	$180,452.25	10.17%
11		Qtr-2 2024	1007	$1,234,050.38	$3,486.20	752	$61,028.02	4.95%
12		Qtr-3 2024	719	$641,988.24	$1,041.12	2142	$17,163.24	2.67%
13		Qtr-4 2024	1498	$1,722,649.52	$3,845.01	865	$26,992.81	1.57%

Payment Plan Technology & Negotiating Capabilities

Cedars' approach is to attempt to collect the entire balance due on the first contact with the resident. We do this for a couple of reasons. First, you do not receive what you do not ask for. Many times, you can collect the entire balance when you don't assume the resident can't pay it all at once. Secondly, it gives us a better negotiation angle to negotiate the maximum payment arrangement.

In subsequent communications, our collectors will negotiate the best arrangement possible based upon the residents' ability to pay and based upon any arrangement requirements that the City may have. Our systems are automated to prevent any confusion. The system automatically pushes pop-up windows to each collection screen so that our certified collectors know exactly what options and tools are available to negotiate payments with your resident.

Cedars has numerous programs and technological advances in places for the convenience of your residents; from on-line payment options to secure 24/7 access to information regarding their account.

Cedars is also one of very few agencies that have developed its own ESIGN Act compliant encrypted email platform. This allows us to communicate via email with residents who give us consent to do so and comply with the ESIGN Act. This technology is ideal for residents that want a payment plan. This allows us to communicate with them via email when sending 10-day payment reminders, etc.

We know we are one of the leaders in our industry in giving many options for debtor/residents to communicate utilizing the web and email while remaining fully compliant with all federal and state regulations.

Our *Collect Co* systems include functionality that is specifically designed for accounts that are on Payment Plan Arrangements (PPA). When a payment plan type and particulars have been agreed to (i.e., monthly, bi-weekly, etc.), our PPA tool allows the collector to set the specifics of the *Payment Plan Agreement* – what day payments will be made, amount of each payment, preauthorized and predated checking account drafts, or debit/credit card drafts, etc.

Our technology generates reminder letters and reminder calls that payment is due. Such technology reduces the number of missed payments. If payment is not successful (i.e., account draft is declined, etc.), the assigned collector is alerted by the system immediately to contact your debtor/resident and secure the payment.

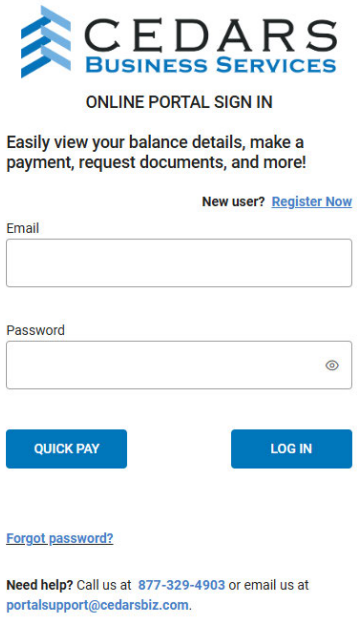
If the City\ has developed a specific criterion for Payment Plan Arrangements (PPA) for residents, our technology will automate this process, and assure full compliance with all FDCPA, and PCI (Payment Card Industry) regulations are strictly followed.

Resident Payment Portal

Our Consumer Payment Portal – *CollectCo* - allows residents to access and manage their accounts online. Through secure logins provided in communications, residents can view account summaries, ask questions, and make payments or set up payment plans. **Every task that requires live agent assistance can be fully completed through the debtor portal. We are the only collections firm in the industry offering this capability.**

Key Features:

- **24/7 Online Access** – Residents can securely log in to manage their accounts anytime.
- **Account Management** – View account summaries, payment history, and balances.
- **Flexible Payment Options** – Choose from one-time payments, 3-month, 6-month, or customized payment plans.
- **Multiple Payment Methods Accepted** – Credit/debit cards, ACH, checks, money orders, PayPal, and mobile payment apps.
- **Secure & Compliant Communication** – Residents can set communication preferences (phone, email, SMS) in compliance with FDCPA & TCPA regulations.
- **Dispute Resolution** – Submit questions or disputes directly through the portal.
- **Instant Payment Receipts** – Residents can download receipts for their records.



Payment Methods Accepted

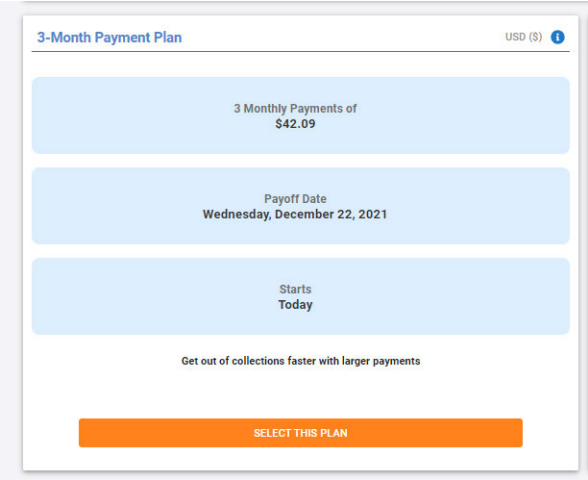
- Credit Card – Visa, Mastercard, American Express, Discover
- Debit Card
- ACH
- Check
- Money Orders
- Cash
- PayPal
- Mobile Payment Apps, for example Google Pay

We are also able to use multiple electronic payment processors.

Payment Plan Options

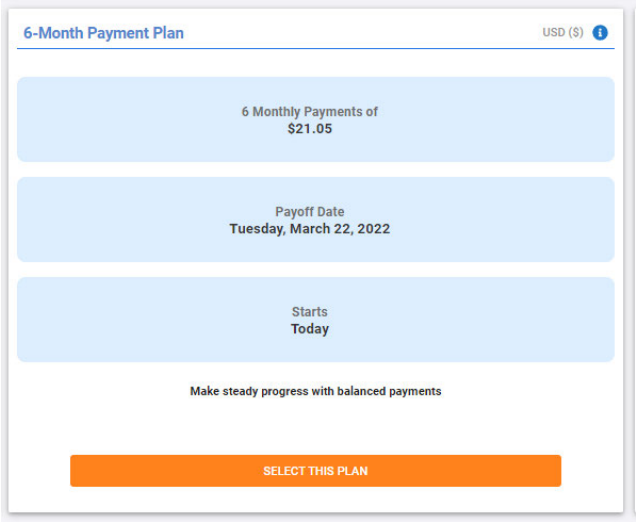
The following is an example. Our technology allows residents to set payment parameters according to their financial condition.

- Pay balance in one payment
- 3-Month Payment Plan
- 6-Month Payment Plan
- Customized Payment Plan



In this example, you can see a 6-month payment plan of $21.05 with an expected payoff date of March 22, 2022.

Similar to features of an online portal offered by major banks, Cedars allows residents to create and set their payment plan to pay off their financial obligations online to make the process as easy and stress-free as possible.

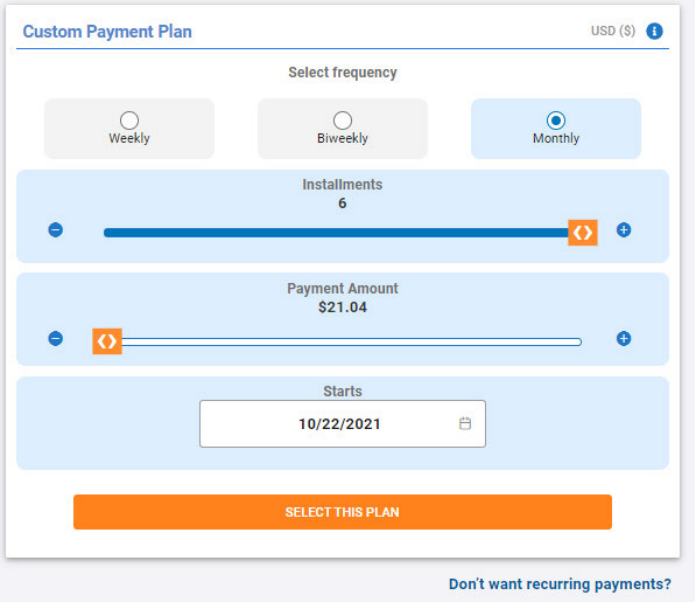


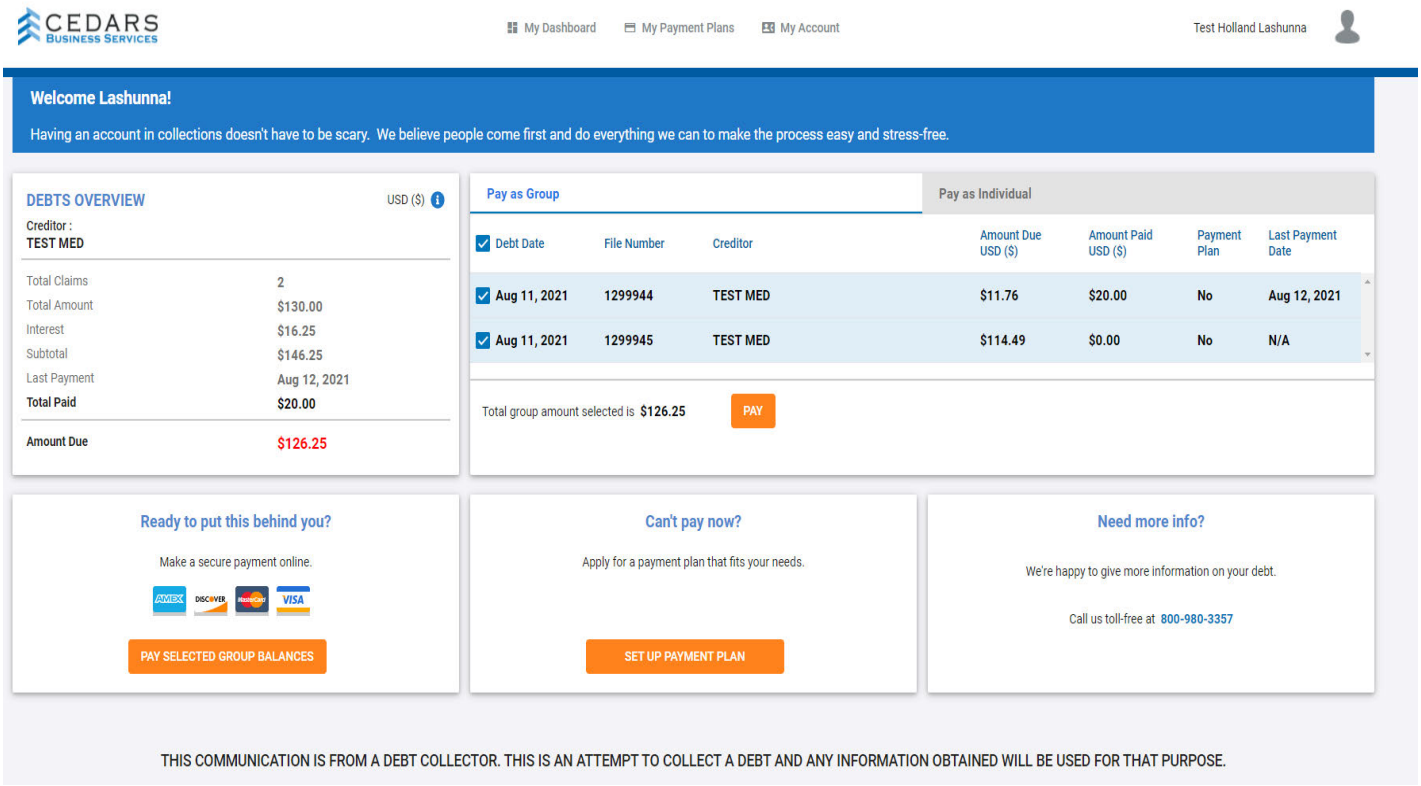
Custom Payment Plan

In this example, you have a custom payment plan depicting a monthly arrangement with six installments of $21.04 per month.

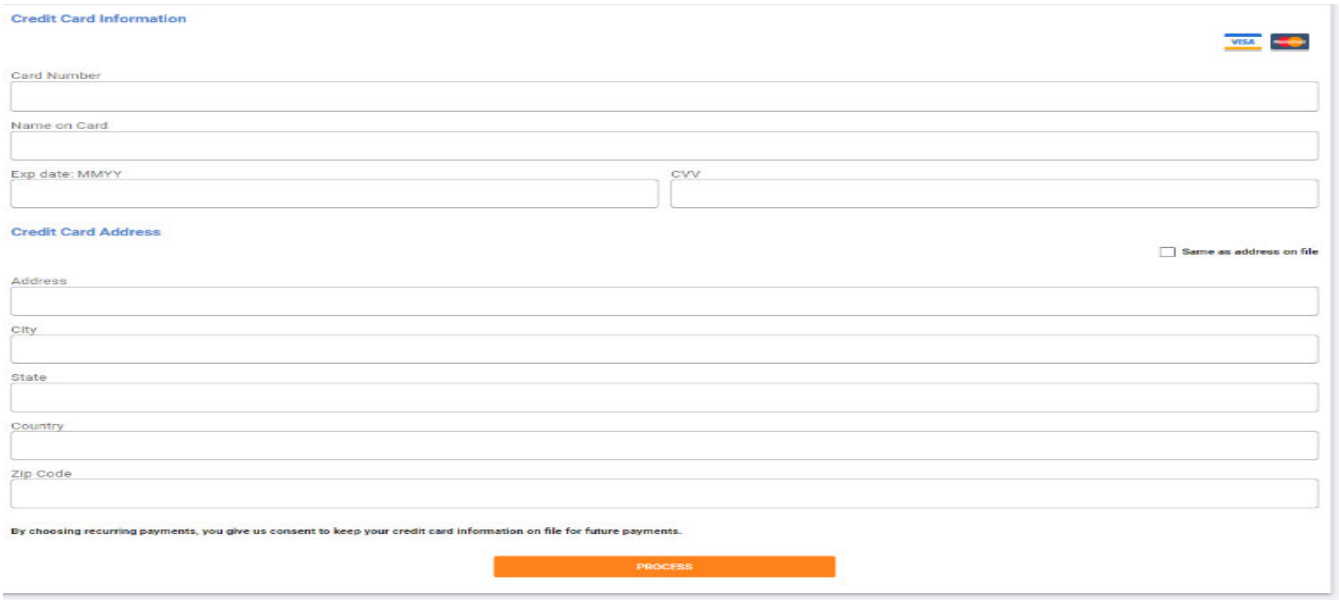
Your residents will appreciate the level of technology and flexibility we offer to repay their debts in a manner that is most convenient based on their financial condition.

Of course, we do set guardrails to avoid payment plans being over-extended beyond City specifications. However, our model is all about ***Putting People First.*** That means we must consider and understand the needs of the City and your residents. That's the only way to maximize your success with collections.

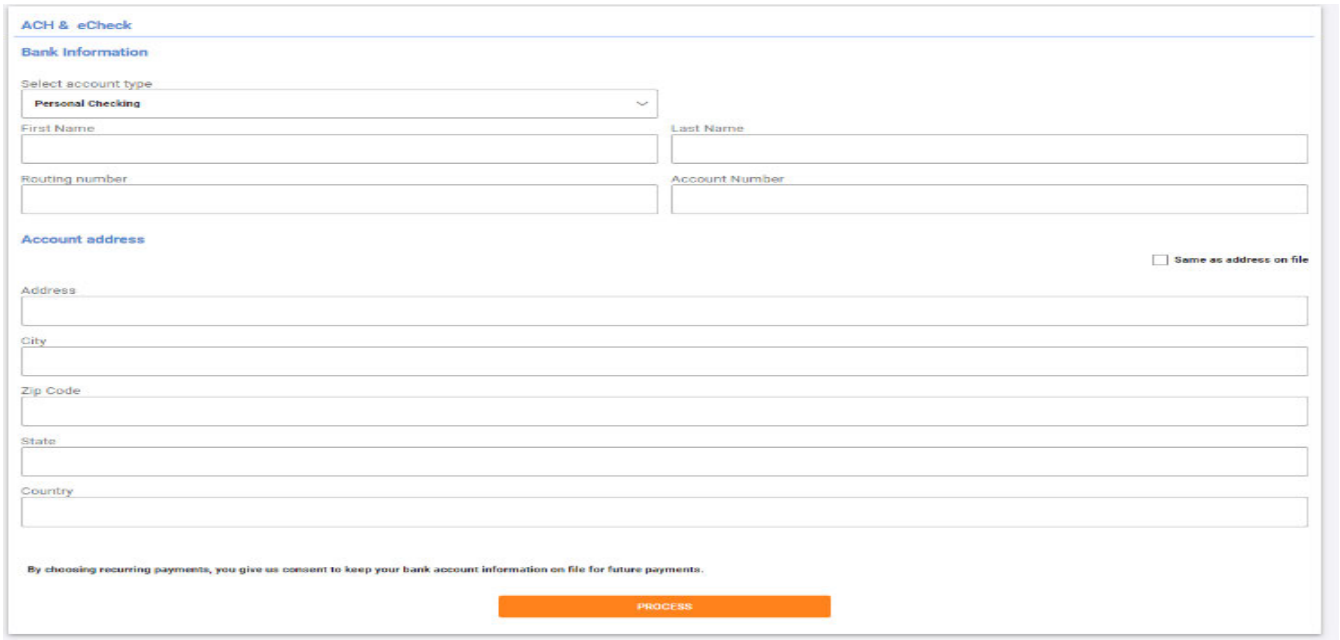




- **Credit / Debit Card Screen**

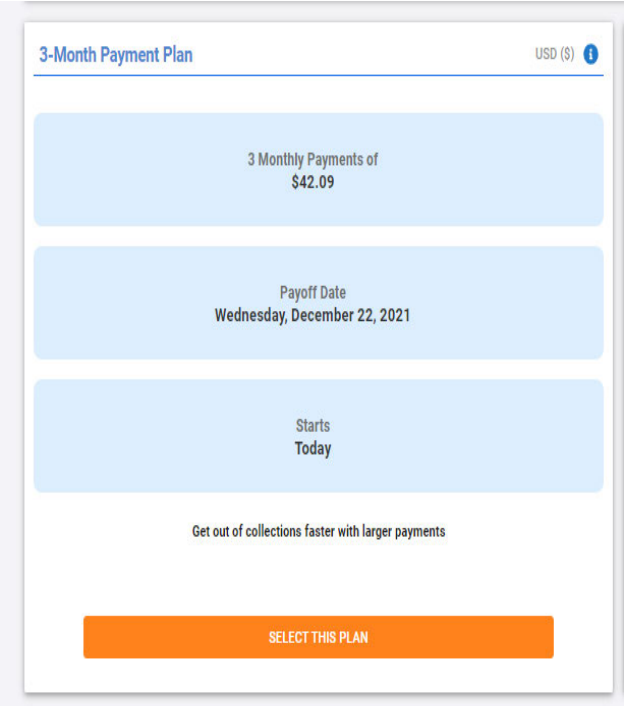


- **ACH / Electronic Check Screen**



Highlights:

- Convenient Online Payments & Payment Plans.
- Account Information & Transparency.
- Self-Service Communication & Dispute Resolution.
- User-Friendly Design and 24/7 Accessibility.
- Security and Regulatory Compliance Features
- **ESIGN Act Compliant Encrypted Email:** Cedars is one of the few collection agencies with its own ESIGN Act-compliant encrypted email platform. This allows us to communicate securely with residents who opt in, sending them reminders, payment plans, and updates in full compliance with federal regulations.



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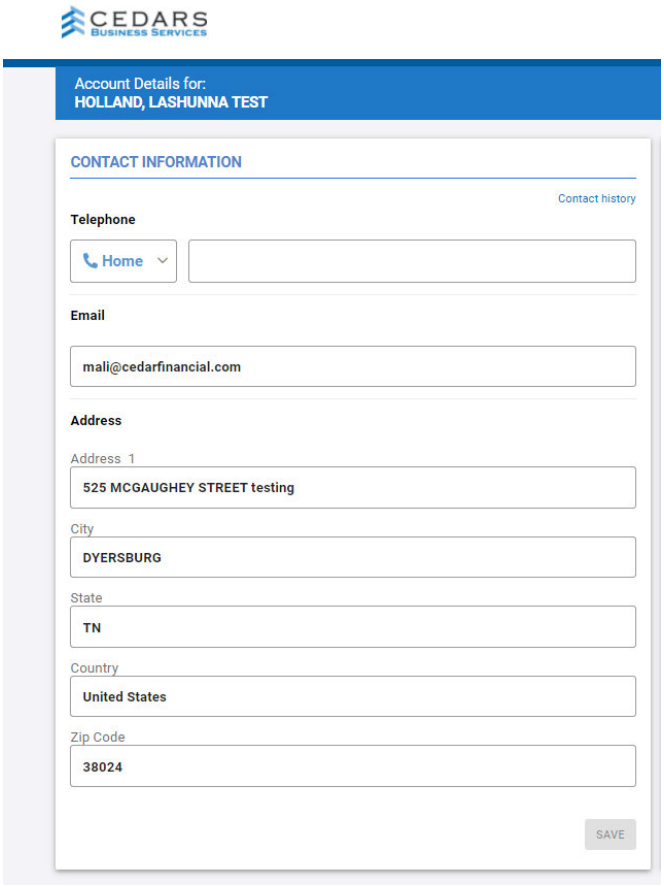
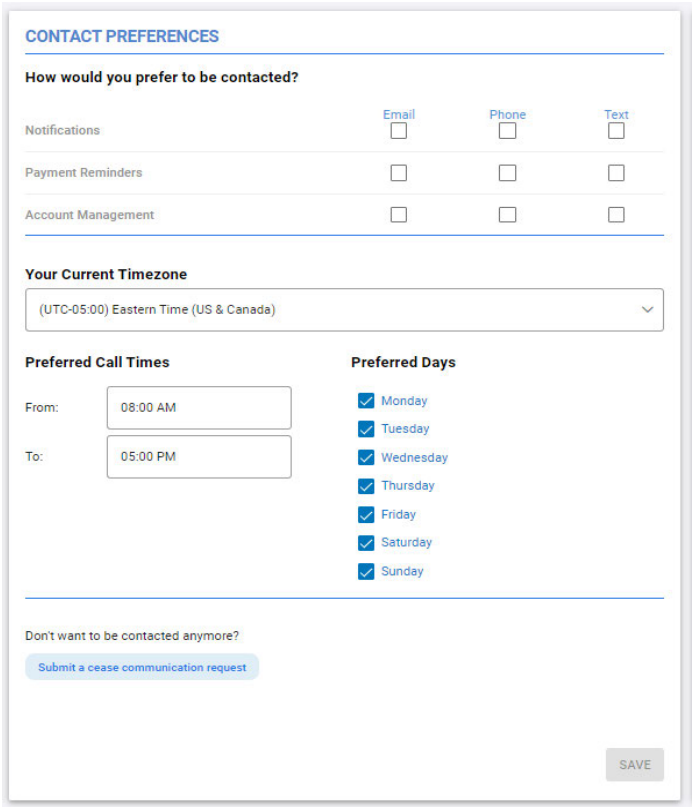
Resident Contact Information & Preferences

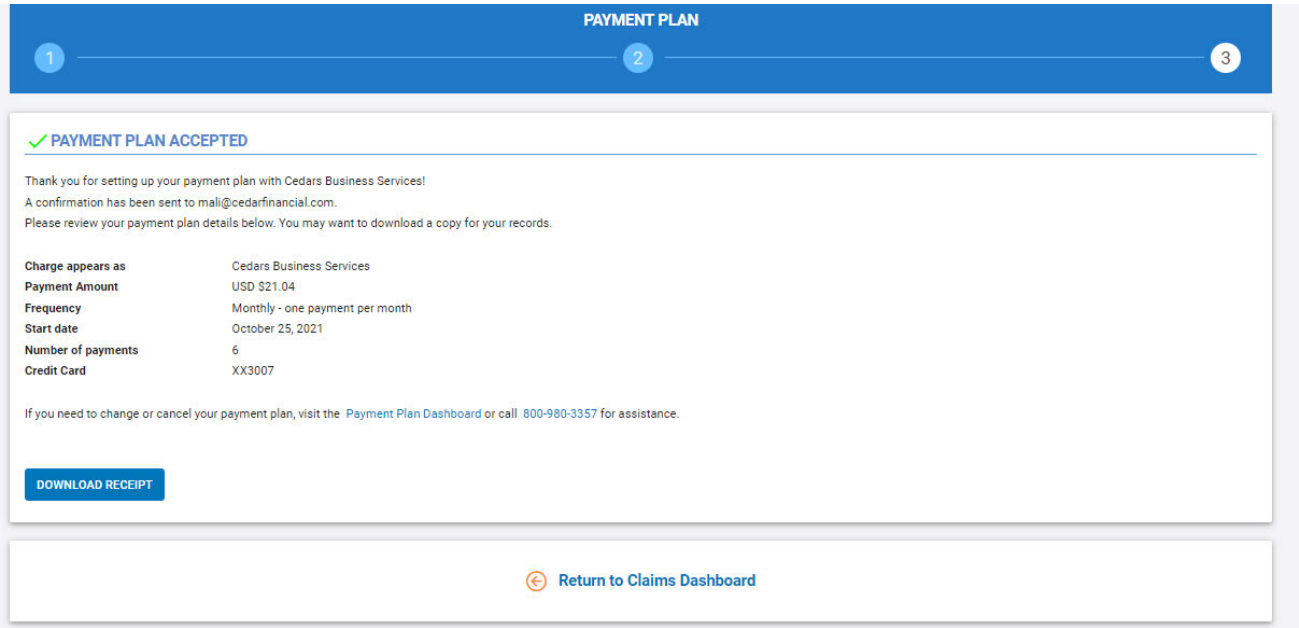
The resident provides consent, in compliance with FDCPA and TCPA regulations, on their preferred method of communication: phone, email, or SMS text along with their preferred day and time.





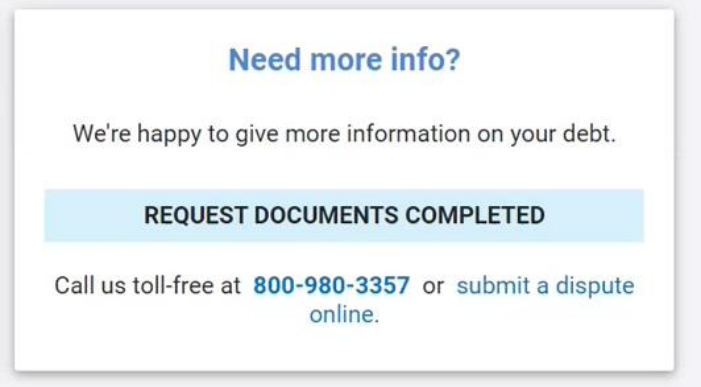
Cedars maintains a proprietary email and SMS texting platform that comply with FDCA and TCPA regulations.

Resident Payment Receipt – Customer can download a PDF copy of their receipt.



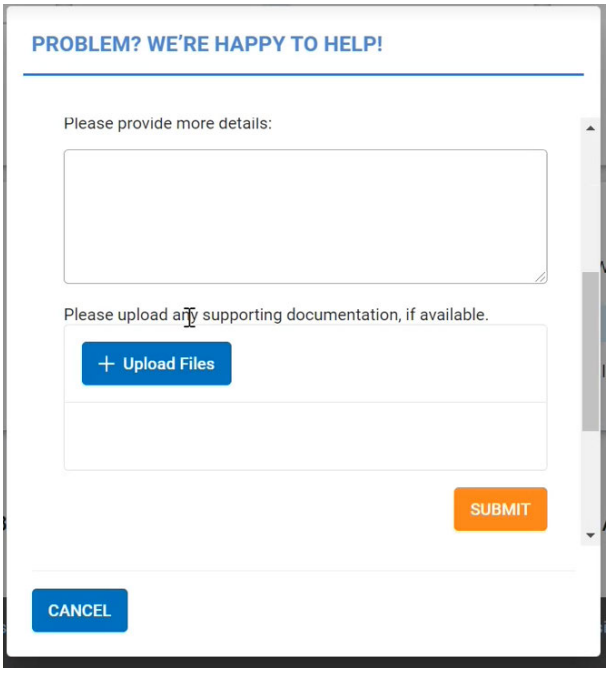
Answering Resident Questions & Processing Disputes

A resident may view their account information, inquire on a topic, or file a dispute through the resident portal.



Residents have several options to question or dispute their balance:

- Speak with a customer service agent
- Submit questions via the portal
- Submit description and documentation explaining a dispute



Resident Disputes

Our compliance department, adhering to client policies, will review all disputes to determine the correct course of action. Cedars will place the account on hold to suspend collections while it verifies with the client. If the client determines if the account should be closed or recalled, Cedars will do so, and collections will cease. If the client determines the debt is valid, Cedars will mail a response letter to the account holder including client documentation. Cedars will return the account to the collection floor to resume collection activity.

Cedars also documents oral disputes and attempts to resolve them with the account holder. If an immediate resolution is not possible and we feel the dispute is valid, we will suspend collection activity while we check with the client before deciding how to resolve the situation.

Handling Resident Complaints

We understand the seriousness of resident complaints and we take proper measures, guided by our AI technology, to ensure that we answer every telephone call and written communication with courtesy and professionalism. Resolving resident complaints in an appropriate and timely manner is vital in ensuring your satisfaction and maintaining your positive image in the community. Our standard practice is to inform residents that all calls are recorded. We have found that this approach reduces complaints and saves an immense amount of time for all parties.

Once Cedars receives a complaint, it takes the following steps:

- The supervisor reviews the communication, whether verbal or written, and documents the complaint in the resident's account. The supervisor then flags the account and suspends all collection activity. This removes the account from the collector's queue and transfers it to the unit manager. All activity will cease on the account until the issue is resolved, resuming only upon instruction by the client.

- Our collection manager will review the account history; interview the collector(s) involved and listen to the recorded call(s). After Cedars management reviews all the pertinent information, we will provide recommendations to the client and forward a copy of the complaint with the recorded call(s).

- Regardless of the complaint's validity, we will communicate, via agreed upon channels, to assure that you and the resident are satisfied with the resolution.

- We maintain a complaint database and our chief compliance officer reviews all complaints and their resolutions.

We foster open lines of communication between our organizations to build strong working relationships. This will enable the client to see the quality of our work with your residents' accounts. We stress the importance of quickly handling all complaints and believe these measures will judiciously resolve all concerns.

Handling resident, client complaints, disputes, and non-conformities

Cedars documents for every client contact and resident complaint, including feedback and non-conformities, into our web-based compliance management system. Non-conformities are actions outside

our policies and procedures, and/or outside our client agreement process that we address in a corrective action report.

Our compliance team meets bi-weekly to discuss the workflow process and to address these discrepancies. They conduct a root-cause analysis to identify the problems and to correct them. Most agencies would take a “band-aid” approach and fix each ad-hoc situation rather than examine the entire process to prevent reoccurrence, as we do at Cedar.

We maintain and improve our compliance system by:

1. Identifying non-conformities.
2. Implementing long-term solutions based on root cause analyses.
3. Tracking the results of these solutions.

We use the following technology tools for recording, tracking, and processing training and policy changes as we navigate and resolve disputes, complaints, and non-conformities.

- Formsite
- Teams IT Task Force
- ConnectWise
- ClickUp

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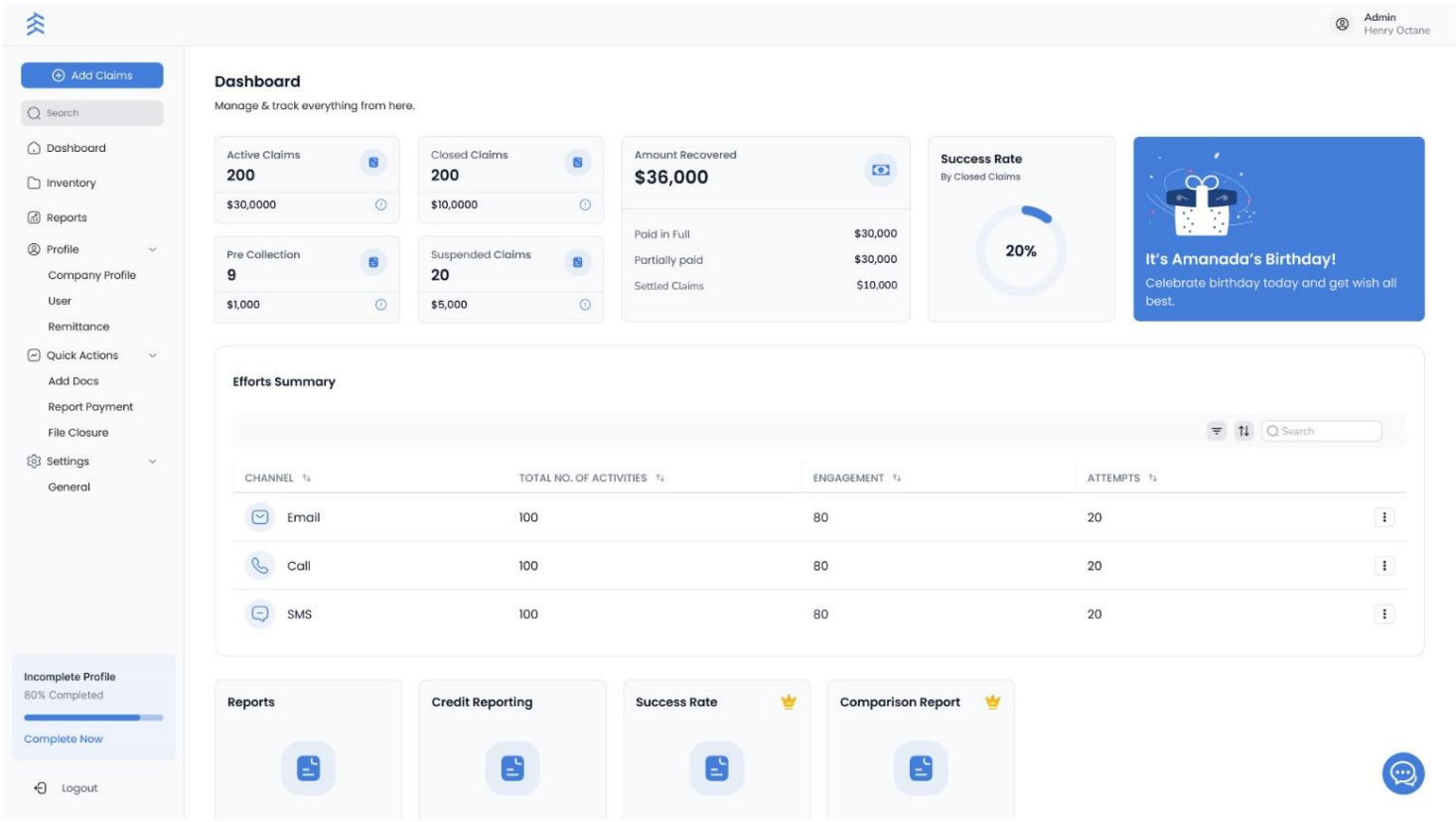
Collect Co. Client Web Portal

Cedars provides 24/7 access to client account information through the *Collect Co.* Client Web Portal, offering full transparency and real-time monitoring of collection activities.

Client Dashboard



Key Features:

- **Call Monitoring & Transcription:**
  - All inbound and outbound calls are recorded and stored for three years.
  - AI-driven transcription converts conversations into text for easy review.
  - Clients can request call transcripts for enhanced transparency.

- **Account Histories & Detailed Notes:**
  - Full historical access to each placed account, including collector notes and updates.
  - Unlike many agencies that provide only summary dispositions, Cedars offers complete account details for greater insight.

- **Comprehensive Reports & Performance Tracking:**
  - Real-time dashboard displaying key collection metrics.
  - Full access to customized reports, financial statements, and invoices.
  - Reports showing collection progress.
  - Secure file access for easy data retrieval and performance analysis.

- **Secure Payment Tracking & Reconciliation**
  - View detailed payment history for collected accounts.
  - Track pending payments, installment plans, and final settlements**.**
  - Download monthly invoice reports with a full breakdown of fees and remittances.

- **Secure Communication & Case Management**
  - Submit new account placements securely through the portal.
  - Flag accounts for review or request collection status updates.
  - Two-way messaging system to communicate directly with Cedars' collection team.

Security & Compliance

- **Encrypted Data Protection**
  - The portal is secured with 256-bit SSL encryption to protect sensitive data.
  - Multi-factor authentication (MFA) ensures secure access.
- **Audit & Compliance Logs**
  - User activity is logged to track who accessed or modified account information.
  - All interactions are time-stamped for compliance and audit purposes.

Accessibility & User Support

- 24/7 Access via any web-enabled device (desktop, tablet, mobile).
- Dedicated Support Team available for assistance via phone, email, or live chat.
- Training & User Guides provided to ensure seamless navigation.

Highlights:

- Real-Time Account Visibility & Reporting.
- Easy Account Placement & Management.
- User-Friendly 24/7. Ease of use and anytime access are fundamental.
- Communication & Collaboration Tools.
- Secure, Compliant Data Access.

Our *CollectCo* portal provides access to all required information, including:

- **Account Details:** Account number, collection agency referral ID, delinquent amount, amount reported to collections, partial payment amount, and remaining balance.
- **Customer Information:** Customer name, service address, mailing address, telephone numbers, and email address.
- **Payment Tracking/Notifications:** Payment date, payment amount, and transaction history.
- **Communication & Dispute Management:** Date of first and second letters, client notification date for non-letter-related communications, dispute information, and dispute resolution status.
- **Reporting & Data Access:** Weekly, monthly, quarterly, and yearly reporting requirements, transmission information, and the ability to view reports directly through the portal.
- **System Updates & Maintenance Notifications:** Our portal provides updates on planned upgrades and scheduled maintenance to ensure users are informed of any downtime or enhancements.

Cedars' portal is designed to provide comprehensive, real-time access to all relevant account and collection details, ensuring seamless integration with the City's operational needs.

Collect Co. Client Web Portal ensures complete visibility, data-driven decision-making, and seamless client-agency collaboration.

Client Support

Under the direction of Stacey Leigh, our Director of Client Success, and Sage Ahmed, our Government Client Success Manager, there will be staff available to answer your calls and questions in our Calabasas office during all regular business hours. Our Client Success team is also available for the request and review of various reports you will receive. We have 7 full-time client service specialists. 85% of all inquiries are answered within the same business day. Whether you prefer to call a toll-free number and reach a service agent.

Any inquiry you may have can initially come to our Client Services line at 818-210-3334, or by email to **clientsupport@cedarfinancial.com**

In the event that your request requires some additional research, or in some rare cases needs to be escalated to another department or manager. Our service record is one where 90% of all inquiries are answered and resolved to satisfaction within 48 business hours or less.

Remittance Process

Cedars ensures a secure, transparent, and efficient remittance process for all collected funds. Our process is designed to provide timely transfers, detailed reconciliation reports, and full compliance with client requirements.

We have entered your files; engaged your debtors; and reached a resolution. Now, it is time for you to receive your funds.

Every day, we deposit funds into your trust account. Our policy is to remit the previous month's collections on or before the 15th of the following month. We will customize the month-end closing and remit process to reflect your internal month-end close requirements.

Per the RFP, it seems that the City prefers a gross remittance. Cedars usually does do gross remittance for other clients. Furthermore, we will send a remittance that includes every dollar and cent that we have collected on your behalf during the course of the previous collection month. The invoice includes an itemization of every account we collected from; name, account number, all individual payments recorded. When a client is charging and/or allowing Cedars to charge interest and additional collection fees, these amounts are itemized, showing exact amounts posted to each. (**NOTE** – we do not add or charge interest or additional collection fees as a default. We only do it where both state statutes allow and when our client has agreed and approved.)

Secure & Timely Fund Transfers

- Daily, weekly, or monthly remittances based on client preference.
- Funds deposited directly into the designated client account via ACH, wire transfer, or check.
- Detailed remittance reports accompany each transfer for full transparency.

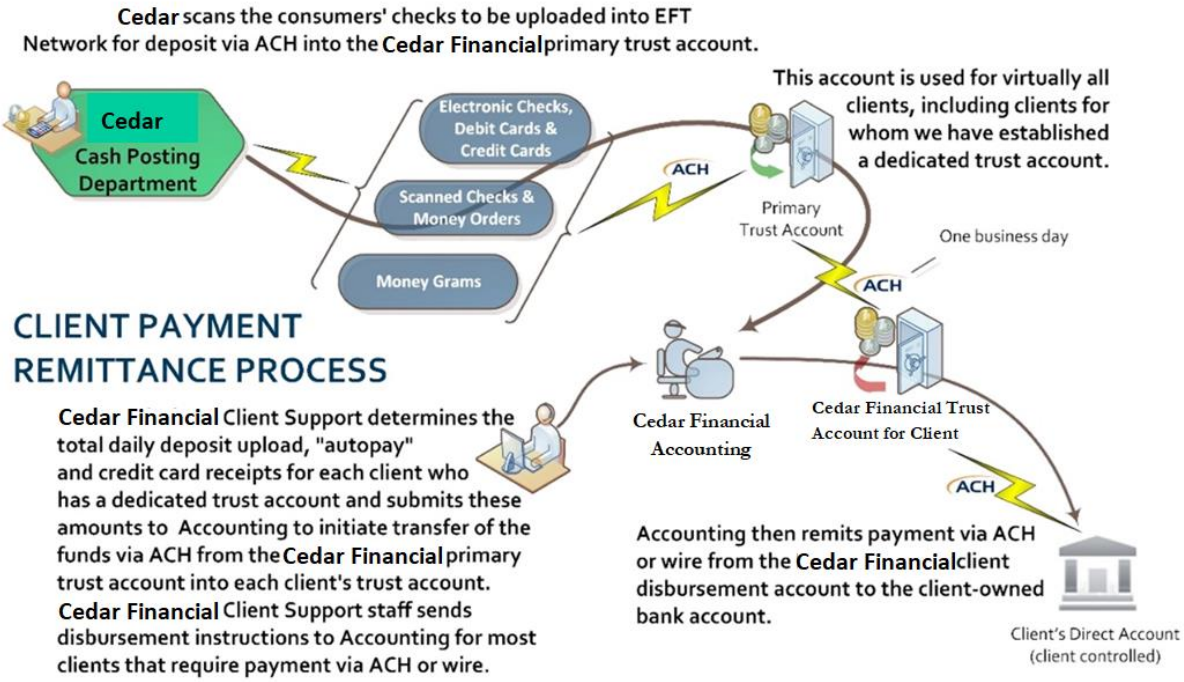
Reconciliation & Reporting

- Comprehensive remittance reports include:
  - Total collections during the reporting period.
  - Payment breakdown by account type.
  - Fees, commissions, or deductions (if applicable).
- Customizable reporting formats match client accounting requirements.
- **Secure file transfers** (SFTP/FTPS) ensure safe and encrypted report delivery.

3. Compliance & Audit Readiness

- Full documentation and audit trail maintained for each remittance transaction.
- PCI DSS-compliant payment handling ensures secure processing of financial data.
- Immediate access to remittance records via our *Collect Co.* Client Web Portal.

The chart below describes our remittance process.



Project Schedule: Debt Collection for New Client

The type of support, level of support and which members that are needed from the City staff and IT team will differ from project launch, implementation, and post implementation. Typically, more assistance and involvement are needed from our client during the first 30 to 60 days of project implementation, and far less once the project is up and running.

The staff members from the City that will likely need to be involved include:

- IT Staff to facilitate setting up and sharing data files to and from Cedars and the City via secure SFTP or similar platforms. Your IT staff will provide Cedars IT team with all sample files and file layouts. All of this applies to the following objectives:

- Establish secure connection.
- Determine exactly which data fields the City will be sending to Cedars.
- Consult and learn how any of these data fields drive correspondence, written payment postings, accounting and reporting needs and requirements that the City has.
- Program customized data mapping, importing, and exporting scripts and BOTS to facilitate and automate various collections and demographic record updates, payment processing, accounting and daily, weekly, monthly, or other frequency of reporting that is required.

- Operations Management and Resident Support with both the City and Cedars' staff should share conference call(s) to determine any standard or uniquely tailored methods of serving your residents, processing your accounts, and meeting your Client Service needs and requirements.

We consult with you regarding the following:

- Preferred methods of communication when the City and Cedars' staff need to reach out to one another with questions, and other items that may come up from time-to-time.
- How 'Direct Pays' received by the City will be reported to Cedars.
- Introduction to our Client Services Department and discussions of how your emails and phone calls with questions will be addressed promptly and professionally.
- Determining and defining all required payment, reporting and other data processing and frequencies (which are daily, weekly, biweekly, monthly, etc.).
- All processes are written and then processed in a test environment until any all exceptions are identified and corrected… all before we go live.

Proposed Project Schedule for the City

Days 1 - 7: Project Kick-off and Initial Meetings

- **Activity:** Upon notification of the award, Cedars will contact your management team to arrange a "kick-off" meeting between your designated managers, supervisors, and Cedars Quality Control and Senior Management staff.
- **Purpose:** Discuss and gather information regarding the specific agenda and establish lines of communication with key personnel, including:
  - Patrick Miller (Cedars' Project Manager for the City)
  - Cedars' Director of Operations and corresponding team member from your organization
  - Cedars' Collections Success Manager, Frank Tiree
  - Cedars' IT department and your IT Manager or representative
- **Deliverable:** Kick-off meeting held, lines of communication established, and initial project goals set.

Days 7 - 30: Setup and Initial Customization

- **Activity:** Cedars' IT department will complete all the programming necessary for data format compliance and compatibility with your data transfer and reporting needs.
- **Activity:** Cedars' collection managers will design and develop customized collection cycles for City accounts.
- **Activity:** Begin specialized training classes for all Cedars collectors assigned to the City's accounts, as well as all Cedars personnel who will interact with debtors or staff.

- **Deliverable:** Completed IT setup for data transfer and reporting, customized collection cycles developed, and initial training sessions conducted.

Days 31 - 59: System Security, Testing, and Client Training

- **Activity:** Install additional data security measures as required, including user login passwords, access level restrictions, reporting procedures, system alarms, delete protections, and file access restrictions.
- **Activity:** Final review and testing of all data exchange protocols, system access interfaces, and sample reports.
- **Activity:** Setup the City's access to Cedars' *Collect Co* Portal and perform client training.
- **Deliverable:** Data security measures installed, all testing completed, system access interfaces finalized, and client training conducted.

Day 60: Go Live

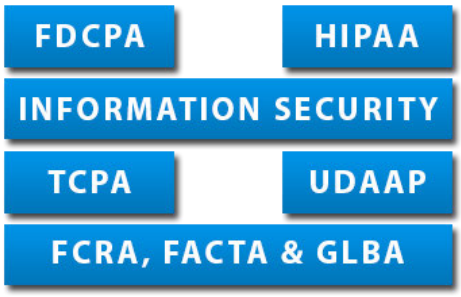
- **Activity:** Placement of City accounts ready to go live, and collection activity begins.
- **Deliverable:** City accounts are fully operational, and collection activities commence.

This schedule is designed to provide a clear timeline for the project, from initial planning to the live implementation of the system.

This is merely an example of our standard timeline for implementation. Depending on the complexity of the project and the support available from the City, implementation can typically be completed in less than 60 days. Conversely, implementation can also be slowed to better match your timeline, if so desired.

COMPLIANCE WITH REGULATIONS

Familiarity & Compliance with State & Federal Regulations



Cedars follows standard practices adhering to FDCPA requirements, individual state regulations, the FCRA and those of the three major credit reporting agencies. We manage potential problem areas by addressing forthcoming changes in policies and procedures.

Amir Erez, President & CEO of Cedars Business Services, is an industry expert with over 35 years of experience. Our Chief Compliance Officer (CCO), Syntheia Nagel, a member of the ACA (American Creditors Association) strategizes compliance initiatives and updates in debt-collection laws and corrective actions. Our ACA membership entitles us to regular policy updates on the FDCPA, CFPB, and FCRA. This information is distributed in staff meetings and through company-wide emails with guidance to leadership on their timely implementation.

All our professional collectors and leadership must be certified on FDCPA, FCRA, Reg F, State and local regulations, HIPAA, and areas of the CFPB within their first six months of employment. Every staff member must re-certify annually. **All staff members are trained to adhere to the FDCPA and Collection Agency Act.**

Syntheia and her team of compliance professionals provide our clients with updates on potential and changing regulations and legislation. We also have a mechanism in place to keep our staff up to date on the latest court cases and precedents from around the nation. We will be providing you with updated information as it comes forward and will be available to assist you in any compliance research that you may need. We are not an attorney for our clients, so we are not offering legal advice. We are merely assisting in your process of gathering updated information. We always recommend using your internal or retained counsel for your final legal, regulatory and compliance policies.

Additionally, Cedars' client services reflect the dedication of our employees. To ensure that our personnel meet the highest standards of service delivery, industry knowledge, and professionalism, we have instituted Cedar University, a highly effective training system.

Cedar University disseminates training courses; tracks each employee's training enrollments, status, and scores. It equips employees with the skills to deliver services in a professional and ethical manner, working with taxpayers to resolve their debts. It teaches our staff to embrace professional and ethical standards as they work with taxpayers to resolve their debts, and balances this perspective with adherence to federal, state, and local regulations. It is what we call our **"Putting People-First"** approach.

Compliance Summary at Cedar

Our Compliance System stems directly from those advanced and highly integrated processes and procedures that enabled us to achieve compliance excellence. Cedars Compliance is based upon developing, implementing, and adhering to a set of industry specific, best professional practices and

policies. Cedars Compliance system contains 18 elements, which broadly fall into the following four categories. Note: some elements appear in more than one category.

Those which relate to the overall management of the business	**Element #**
Management Responsibility	(1)
Management System	(2)
Document & Data Control	(4)
Identification of Nonconformity	(11)
Corrective Action, Preventive Action & Continuous Improvement	(12)
Management of Records/Data	(14)
Internal Management Audits	(15)
Information Management Systems & Technical Infrastructure Administration	(18)

Those which relate to human resource activities	
Review of Client Issues	(3)
Purchasing	(5)
Control of Client & Customer Supplied Data	(6)
Data Identification & Traceability	(7)
Process Control	(8)
Inspection & Testing	(9)
Inspection & Test Status	(10)
Handling, Storage, Preservation & Delivery	(13)
Information Management Systems & Technical Infrastructure Administration	(18)

Those which provide support to the business's activities	
Training	(16)
Process & Client Satisfaction Measurements	(17)
Information Management Systems & Technical Infrastructure Administration	(18)

Those which provide client confidence	
Review of Client Issues	(3)
Control of Client & Customer Supplied Data	(6)
Data Identification & Traceability	(7)
Inspection & Testing	(9)
Handling, Storage, Preservation & Delivery	(13)
Process & Client Satisfaction Measurements	(17)
Information Management Systems & Technical Infrastructure Administration	(18)

Cedars Compliance system and Cedar University provide our agency with the tools and techniques necessary to:

- ✓ Dramatically reduce the number of mistakes we make
- ✓ Increase communication among our various departments
- ✓ Handle client issues in a more efficient and professional manner
- ✓ Achieving bottom-line improvement

Safeguards For Bankruptcy & Probate Filings

Cedars employs several safeguards to check for bankruptcy:

- **Automated Alerts**: Our system automatically flags accounts with bankruptcy filings.
- **Regular Checks**: Daily checks against bankruptcy databases. We scrub all active files in our database bankruptcy indicators on a regular basis.
- **Legal Team Review**: Our legal team reviews flagged accounts for bankruptcy filings.

Compliance with Bankruptcy Laws:

- We strictly adhere to the U.S. Bankruptcy Code and other relevant regulations. Once a bankruptcy filing is confirmed, we immediately cease all collection activities on the affected accounts to comply with the automatic stay provisions.

Additional Measures

1. **Training and Compliance**:
   - Our collectors and legal team receive ongoing training on bankruptcy and probate laws to ensure they are up to date with the latest regulations and best practices. This helps prevent any inadvertent violations and ensures compliance with all legal requirements.
2. **Documentation and Record-Keeping**:
   - We maintain detailed records of all bankruptcy and probate filings, including the status of each case and any actions taken. This documentation is essential for compliance and for providing accurate reporting to our clients.

Client Communication:

- We keep our clients informed about the status of accounts affected by bankruptcy or probate filings. This includes providing regular updates and detailed reports on the actions taken and the outcomes of any claims filed.

Considering Accounts Uncollectable

This depends on the SLA (Service Level Agreement) agreed upon between Cedars and the City.

The City can ask for a certain number of:

- Calls within a certain period of time.
- SMS messages within a certain period of time.
- Emails within a certain period of time.
- Credit Reporting.

Once the SLA is met, a decision can be made to:

- Continue the above.
- Deem the files uncollectable (while still reporting to the credit bureau).

In Other Cases

The following events would have an account closed and returned prior to the completion of our full collection cycle.

- Debtor has filed bankruptcy (verified by us using Pacer, or by the client).
- Debtor is deceased (verified by us or the client).

- Debtor's attorney has sent us a cease-and-desist letter/order.
- Some collection files closed and returned if we verify that the debtor has been incarcerated. This varies depending on the type of debt and the internal policy of our client.

When a collection file is moving through our collection cycle and has not been verified to match any of the descriptions above, the account is either returned to you if you have a time limitation for collection, or if/when we have determined efforts have been exhausted. Efforts exhausted are determined by the following guidelines and system rules.

- **Skiptrace Accounts that have no new information** – they must pass through every step of our multi-step skiptrace waterfall and manual skiptrace efforts for balance threshold accounts. If all of these efforts have not yielded good contact information, the account is closed and returned as "Efforts Exhausted".

- If we have completed multiple communications with the account holder/debtor, and we have determined that they have no intention to pay. Debtors that have made it clear in either conversation, or by their unwillingness to engage or commit to payment, are closed, and returned as "Efforts Exhausted".

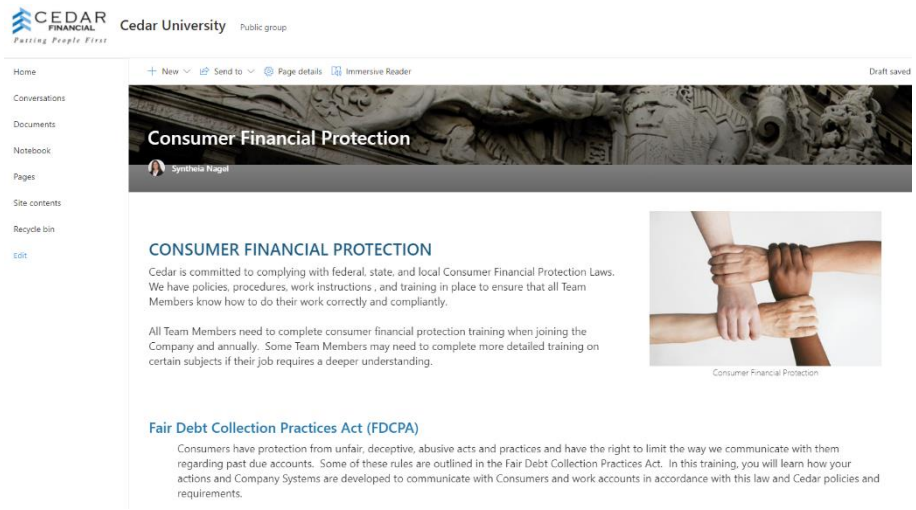
    - Depending on the type of account, and criteria established in consultation with you, we will determine whether to recommend taking the account into some legal process. We forward the account to you along with all of the account history and documentation we have compiled. We never automatically take the account into legal services until you have reviewed the information and approved such efforts.

We will certainly consult with you to determine any specific adjustments to this or criteria we should follow when determining when it is time to close and return an account as efforts exhausted.

Collector Training

Cedar University's training for new collection agents consists of a two-week classroom (either virtual or in-person) curriculum and a series of hands-on training sessions. The curriculum includes mastering the elements of and certifications for FDCPA, FCRA, HIPAA, TCPA, and the importance of all state statutes and regulations.

Cedars' hands-on training consists of practice "mock calls". Once the agent successfully completes the mock call practice sessions, a supervisor will monitor collection calls to verify accuracy of the information and to support the agent on the call, if needed.



To track our progress, we generate monthly reports to senior management on key performance indicators (KPIs) covering average assessment scores; courses completed; percentage of employees with multiple assessment attempts; and quality assurance errors by individual agents or department processes. Using this quality assurance data, we assign remedial compliance training courses to address these issues.

The goal is always *"Putting People-First,"* to offer you the most capable personnel to represent you in the community. And through Cedar University, we train our agents to provide a courteous, compliant, and productive experience as they engage in debt collection. It is this approach that makes us the best in the industry and that will be a credit to your organization. After all, effective collections are an extension of great customer service. So, it is important that we create a positive experience for all parties, a *"Putting People-First"* experience.

And to make certain that we effectively implement these policies and procedures, we employ training personnel who are field experts, comprised of a dedicated trainer in each of our branch offices, overseen by a training director. Finally, Cedar University produces monthly reports that evaluate our trainers and training materials based on these rigorous standards.

In addition, agents must understand the following:

1) payment-plan restrictions
2) call recording requirements
3) account holder verification
4) dispute handling
5) collection negotiation
6) professionalism
7) active listening
8) keys to a successful call
9) basic collection system training

- ✓ *We believe in a training program that has a good mix of classroom training, & self-led training*
- ✓ *Training covers all relevant collection laws and requirements*
- ✓ *Further training covers negotiation and effective communication training*
- ✓ *Our goal for every new hire is to give the agent all the tools and knowledge necessary to be a successful and compliant collection representative*

Upon completion, Cedar University will administer various tests that the student must pass with a minimum score of 90% on core compliance subjects.
Every Cedars' employee must certify annually for all courses in our Cedar University Training. There are a total of 31 specific courses that fall into the following categories:

Regulatory – FDCPA & State Specific statutes, FCRA, TCPA, and Regulation F (added last year)

Data & Identity Theft Protections – Applications, agent activities, systems & facility access controls, remote access, paper & digital sanitation, malicious software, and proper & improper disclosures of PHI.

Client Specific Training – Many of our government clients, such as CalTrans and City of Riverside, require unique and specific training for our collectors and support staff to perform at their optimal levels. For example, the City of Riverside Public Utilities (RPU) has three different utility services that they provide. Each of their residents may receive one, two or all three services. We worked with the City of Riverside to develop a Train the Trainer session. Our three senior collection trainers were trained to be RPU topic content experts on how to read an RPU utility bill. They were also trained on their entire process / lifecycle a utility bill/account goes through before it is placed out for collection with Cedar. We then trained our collectors and quizzed them on all the content knowledge before going live with their collection services. Each new or additional collector that is added to the project receives and must pass the Client Specific Training to work on the project.

Cedar University Intranet
Our Cedar University Intranet can be an effective tool for employee training by providing a centralized platform for sharing information, resources, and training materials. Here are some ways it assists in employee training:

Centralized Training Resources
Document Repository: Our employees access manuals, guides, video tutorials, and other training materials in one place. This eliminates the need to distribute physical copies or rely on external links. We also provide self-paced Learning via training modules, e-learning courses, and recorded webinars are hosted on our intranet.

Structured Learning Paths

We use Learning Management System (LMS) Integration: Our intranet has an integrate platforms, making it easier to organize and manage courses. Employees can track their progress, complete assessments, and earn certifications.

Skill Development Plans: Our managers create structured learning paths based on job roles, helping employees understand which courses they need to complete for career development and to pass the required annual compliance training.

Interactive Training

Quizzes and Assessments: Cedar University includes built-in quizzes and assessments to help employees test their knowledge and get instant feedback.

Live Training and Webinars

Live Streaming and Recorded Sessions: Cedar University hosts live and recorded training sessions, webinars, or workshops that our employees join on site or remotely through our secured private network. These sessions are recorded and archived for future reference.

Tracking and Analytics

Progress Monitoring: Managers can monitor employee progress through training modules, see completion rates, test scores, and identify areas where additional support or training may be needed.

Feedback Collection: Employees can provide feedback on training programs, helping improve content and delivery.

DATA SECURITY PLAN

PCI DSS Compliance & Security Measures

Cedars is fully compliant with PCI regulations, ensuring the highest standards of data security and privacy protection. Our Chief Compliance Officer, Syntheia Nagel, leads an internal audit team that conducts extensive audits to maintain compliance with PCI, FDCPA, and all relevant federal and state regulations. We employ rigorous security measures, including encrypted file transfers via secure FTP – File Transfer Protocol, multi-factor authentication, and real-time system monitoring, ensuring the protection of sensitive customer data such as names, addresses, social security numbers, and other Personally Identifiable Information (PII).

Independent auditing is conducted annually across our entire enterprise to guarantee adherence to the strictest data security and network security standards. Cedars has never been fined, sanctioned, or found guilty of violating any FDCPA, FCRA, state, or local regulation. Additionally, we regularly update and train all staff on identity theft prevention, including red flag detection, suspicious document recognition, and account activity monitoring.

Our commitment to PCI DSS compliance is unwavering, backed by robust internal processes, advanced security protocols, and a spotless compliance history.

Robust Security Protocols:

– Encrypted file transfers via secure FTP/SMTP
– Multi-factor authentication and secure VPN access for all remote employees
– Continuous real-time system monitoring with AI-enabled oversight to detect any anomalies

All personally identifiable information, including names, addresses, social security numbers, and phone numbers—is protected by our industry-leading security measures.

Internal Quality Controls To Protect Resident Privacy / Confidentiality

Cedars has an unwavering dedication to compliance and technology systems who prides its reputation as an ethical and trustworthy agency. **We consistently protect the privacy and consumer rights of debtors/residents.** We maintain our certifications in the American Collectors Association and the Association of Credit and Collection Professionals. Our Senior Manager and Chief Compliance Officer Syntheia Nagel, oversees all compliance requirements. Our quality assurance stems from our highly developed and integrated processes that develop, implement, and adhere to a set of industry-specific, professional practices and policies. This results in an excellent level of compliance with clients, residents, and legal regulations.

The components of our quality control and compliance management fall into the following four categories: (Note: some elements appear in more than one category.)

1. Management – all operational areas
2. Human resources
3. Training support, customer service, client satisfaction, IT management & infrastructure
4. Client confidence/satisfaction measurements

SOC 2 Type II Audit

Cedars maintains a SOC 2 Type II audit. Each audit found 0 (zero) exceptions in our data security environment. The SOC 2 Type II certification, by the American Institute of Certified Public Accountants

(AICPA), is recognized worldwide as one of the strictest audit standards for service providers.

Cedars uses an active directory infrastructure, with the support of the Cedars' IT staff, for security permissions to access sensitive data, programs and processes including a list of employees authorized to access this information. In every case, we apply the concept of least privilege. We identify all users, programs, processes and require password authenticators. Prior to accessing sensitive information, the device and user are authenticated and identified at preselected workstations.

All feedback will be obscured to username and password combinations. User enumeration will not be available. All other application logins will follow these rules. On an annual basis, we assess all systems against PCI-DSS v3.1, which requires that we authenticate using strong encryption. Only organizational users are allowed to enter the data environment. Cedars mandates that all non-public information (NPI) is treated as cardholder data in order to protect it.

Cedars will be responsible for the destruction of all printed or hard copy material and will provide the City with documents certifying this destruction including date of destruction; description of material destroyed; and the method used to destroy the material.

Clean Desk Policy

The purpose of the clean desk policy is to maintain a companywide standard for the security of confidential information at employee workstations.

Clean Desk Requirements

When an employee moves away from their desk for any period of time (collecting a print-out, break, lunch, end of the day) they are expected to:

- Remove any **protected** documentation. If the information is no longer needed, the document must be placed in a locked shred bin. If the document is still needed, it must be stored in a locked drawer or filing cabinet. The drawer or cabinet must be locked if the employee is away from their desk for any period of time.

- Lock their workstations or log off entirely.

Additionally, Syntheia Nagel, our Chief Compliance Officer, leads our internal audit team. Cedars conducts extensive internal auditing to ensure compliance with HIPAA, FDCPA, as well as all federal and state laws covering debt collection and information privacy. Our internal collector audits daily and hourly calls to identify collectors who may need additional coaching. This coaching is in order to meet contract or legal compliance; ensure professional conversation tactics; or improve negotiating skills in combination with our AI driven call monitoring platform.

Independent auditing ensures adherence to the strictest data security, PCI compliance, and network security. Every process throughout our entire enterprise is audited on an annual basis. **Cedars has never been fined, sanctioned, or found guilty of violating any FDCPA, FCRA, state or local regulation.**

Cedars also maintains, updates, and trains all staff on identity theft. The policy includes:

- Red flag identifications & detections
- Presentation and recognition of suspicious documents

- Suspicious personally identifiable information
- Suspicious account activities
- Notice(s) from outside sources

We also maintain and regularly update the Security Employee Handbook.

Computer information systems and networks are an integral part of Cedars' processes. Cedars has made a substantial investment in human and financial resources to create these systems.

Our security policies and directives are in place for the company to:

- Protect this investment.
- Safeguard all information.
- Reduce business and legal risk.
- Protect the company's good name.
- Comply with federal security legislation.

Data Transfer

The City may send Cedars new accounts and other sensitive information electronically through several channels. Your preference is our preference. However, the following are the most common secure transfer methods utilized at Cedars:

1. FTPS– Implicit or Explicit – Secured by TLS/SSL
2. Web Portal – Secured by TLS/SSL
3. SFTP– Secured by SSH

These methods satisfy the requirements of FDCPA, and other regulations involving Personally Identifiable Information/Protected Health Information (PII/PHI).

Cedars also supports connecting to the City's system, or using the City's FTP process, to retrieve placements or other files and data sets directly from their system or third-party service. In this instance, the City will provide access to their system and instructions for retrieving this information.

Cedars utilizes an Active Directory infrastructure for all security permissions to sensitive data, including access granted to programs and processes. In every case, the concept of the least privilege is applied. According to policy, all users, programs, and or processes will be uniquely identified, and each will require authenticators in the form of passwords. This will be in effect for all systems requiring authentication. Prior to establishing any connection with a system retaining sensitive information, the device and user are authenticated and identified. Only the preselected workstations and users will be allowed. All system and user identifiers and authenticators are managed by the Active Directory system with the support of our Cedar IT Staff or by the application following the same rules set forth in the Windows environment.

By default, the Windows Operating System does not provide sufficient information during authentication errors to allow for possible exploitation. All feedback is obscured to username and password combinations. User enumeration would not be available. All other application logins also

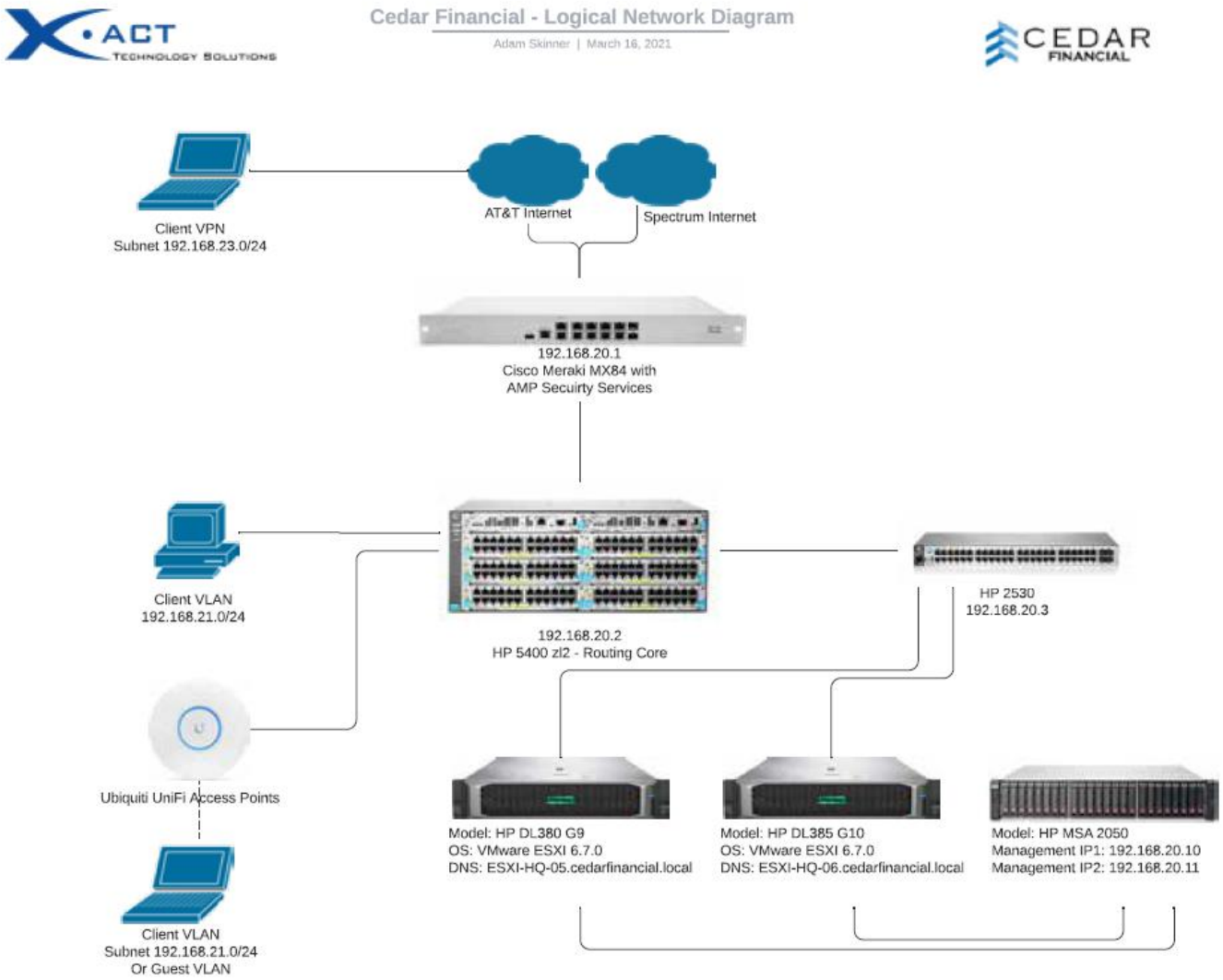
follow these same rules. All systems are assessed against PCI-DSS v3.1 annually, which requires authentication to be transmitted securely utilizing strong encryption. Only organizational users are allowed to enter the data environment.

Cedars has mandated that all non-public information (NPI) be treated as if it were cardholder data for the purposes of data protection. This is assessed annually during the PCI self-assessment. Any external communications of any NPI are encrypted. Cryptographic modules regardless of system are FIPS 140-2 compliant and require validation prior to being implemented. Role based authentication is required for access to any cryptographic module and only then by documented cryptographic custodians. All cryptographic systems were evaluated against the Common Criteria and rated EAL2 or higher. All new systems are also required to be assessed against this standard prior to implementation. NIST standards are used to verify cryptographic modules within trusted operating systems.

Cedars will maintain their PCI self-assessed accreditation and provide compliance for all sensitive data under this provision moving forward. Any work done on the system or within the physical Cedars spaces will be conducted with supervision of knowledgeable staff. All return information will be protected at the same level as the information provided originally. Additionally, this information will be accounted for and properly stored. Any information left at the end of the contract, other than what is contractually or legally required to be backed-up, will be completely and irreversibly purged from the system utilizing sdelete or another industry standard removal methods.

Cedars will be responsible for the destruction of all printed or hard copy material and will provide each client with documents certifying the destruction that will contain the date of destruction, description of material destroyed, and the method used to destroy the material.

Cedars maintains a list of all employees with authorized access to data and information. Client entity data will be no exception, this information will be easily obtained and provided if requested.



Security & Disaster Recovery

Disaster Recovery & Business Continuity

At Cedars, we take disaster recovery seriously. We have developed and tested our Disaster Recovery systems, namely our Business Continuity Plan, in consultation with industry advisors. We have trained our Cedars' recovery team on its tenets and conducted several mock practices. To ensure the disaster plan's effectiveness, we established a testing and maintenance program.

Our business continuity plan has several recovery strategies. For example, we have a management team to: (a) control recovery operations, (b) recover/continue business operations, (c) recover and restore our technology, and (d) support recovery operations. We have planned

alternate sites for continuity and recovery of mission-critical operations. And we have established a Disaster Alert Hot Line to support disaster and recovery operations.

Our plan is to be fully operational between 8-72 hours after an event. We have established contacts with vendors and secured resources such as office space, communications, computer hardware, and other items, if needed. We can deploy staff to work remotely and reestablish operations. We define "fully operational" as able to perform critical functions:

- **SENDING LETTERS**
- **MAKING PHONE CALLS**
- **POSTING PAYMENTS**

Although it may require more than 5 days to have one of our local offices running at optimum conditions (100%) depending on the severity of the disaster, our goal is to have at least 80% of our staff performing the functions above within 3 business days.

We would be happy to provide a copy of our Business Continuity Plan, if requested. However, due to its length (120+ pages), we have not included a copy .

As an additional precaution, Cedars has a Health Crisis Response Plan. This plan details operational procedures for an incident resulting in the loss of 25% or more of our workforce due to public health concerns. You may request a copy of this plan. Due to its length, we did not include it with the proposal.

Hardware, Back-up & Disaster Recovery

We do not store Cardholder Data (CHD) electronically anywhere in our environment. Instead, we rely on our processor to maintain this data when necessary.

All servers, which are located offsite at secure data centers, are backed up every evening with encryption, compression, and de-duplication. Once we complete the backups, we replicate the data on the appliance to the cloud.

Our collection system has additional protections in place. We run our software on an Intersystem' Cache database that provides a database shadowing feature. This technology is utilized to replicate a near real-time copy of the database to an offsite server using a fully encrypted VPN tunnel. This offsite server is located at our co-location for operations. Our offsite server also has scheduled evening backups.

PROPOSED COST OF PERFORMING SERVICES

Typical fee Structure

Cedars operates on a **contingency-based pricing model**, meaning **no upfront costs** to the City. It is a percentage-based fee. However, the fee structure varies based on several factors, including the age, local or regional demographics such as average household income and poverty rates.

Here are the details:

1. **Contingency-Based Fee**: The fee is calculated as a percentage of the amount collected.

2. **Factors Influencing Fees**:
    - **Age of the Account**: Older accounts may incur higher fees due to the increased difficulty in collection.
    - **Type of Account**: Different types of accounts have varying fees based on the specific challenges and recovery rates associated with each type. For example, the fee for collection accounts that involve legal differs to accounts that are regular collection (without legal).

Cedars ensures that the fee structure is tailored to the specific needs and circumstances of each client, providing a competitive and effective solution for debt recovery.

Our team at Cedars has reviewed all the RFP and related documents. We have taken into consideration other government clients we have served with a mix of accounts similar to those of the City.

Cost Proposal

Cedars Business Services is proposing a contingency fee of:

- **21%** for all accounts 90 days to 12 months.
- **24%** for all accounts over 12 months.

Cedars has always believed in simplicity when it comes to rate structure and fees. Our rate structure is designed to provide you with every tool, resources, and technology in our toolbox. This ensures we put MAXIMUM work effort into accounts for the City that will provide maximum net-back for your organization. Our goal is to provide a maximum net-back return for our clients, not to merely offer the lowest rate, which never produces the highest dollar return for our clients.

We make every effort to provide all the various tasks and services that are required to set up, execute, and recover your revenues without nickel and diming our clients. All the necessary IT work, programming, accounting processes, report creation, etc. is included in our contingency fee offer. Our fee proposal includes all costs associated with providing proposed services.

If the answers to your questions within our technical response indicate that Cedars may be a great fit for this project and the needs of the City, we are certainly willing to further discuss and negotiate rate. We welcome the opportunity to explore rate and project components to find the best possible fit for a mutually beneficial project for both Cedars Business Services and the City of Bentonville.

We are confident that our mix of technology, omnichannel platform and professional collection talent will achieve the City's goal recovery rate.

Why Choose Cedars for the City of Bentonville?

Cedars offers a proven, scalable, and transparent collection solution with the highest compliance and recovery standards. Cedars offers these services:

- ✓ **Enhanced Technology Integration**
  We have efficient tools for both clients (client portal) and residents (resident payment portal), ensuring seamless access and management of accounts.

- ✓ **Proven Collection Results**
  Industry-leading recovery rates ranging from 7% to 43%, demonstrating our effectiveness in debt collection.

- ✓ **Diverse Payment Methods**
  We offer various payment methods to make the payment process more convenient for debtors, including online portals, phone payments, and more.

- ✓ **Advanced Skip Tracing**
  Our enhanced skip tracing capabilities improve the chances of successful collections by locating debtors efficiently.

- ✓ **Ongoing Communication & Client Collaboration**
  We never leave our clients in the dark. We maintain constant communication and collaborate with the client to get their input and ensure transparency.

- ✓ **Compliance & Security Enhancements**
  Cedars has robust data security measures, including encryption, regular backups, and disaster recovery plans, ensuring the protection of sensitive information.

- ✓ **Seamless Client Integration**
  We provide custom reporting, secure SFTP transfers, and real-time account tracking to ensure smooth integration with client systems.

- ✓ **A True Mix of Technology & Human Talent**
  We are the only third-party collection agency that has a full omnichannel environment. Our FinTech platform offers the only digital consumer portal that performs every task that a consumer would request or need from a live agent. All our live agents are ACA Certified for consumer accounts, or IACC Certified for commercial accounts.

Cedars is uniquely qualified to manage the City's delinquent account collections, bringing proven expertise, cutting-edge technology, and a results-driven approach. We look forward to partnering with the City to maximize revenue recovery while maintaining compliance and professionalism.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ Initials

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

APPENDIX B
NON-COLLUSION AFFIDAVIT

MUST BE SIGNED AND NOTARIZED

NON-COLLUSION AFFIDAVIT

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

State of California

County of Los Angeles

I Justin Franklin (Printed Name of Authorized Representative/Agent) of lawful age, being first duly sworn, on oath says that:

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Repr [redacted]

Signature of Authorized Representative/Agent: [redacted]

Title (of Authorized Representative/Agent): Sr Director of Operations

To be completed by Notary (include Seal):

Subscribed and sworn before me this: 24 day of April, 2025

Notary Public Signature: [redacted] My commission expires: 10/5/2028

Seal:

NINA PEREZ
COMM. #2501456
Notary Public - California
Los Angeles County
My Comm. Expires Oct. 5, 2028

WATER | ENERGY | LIFE

CITY OF RIVERSIDE PUBLIC UTILITIES

December 13, 2023

To Whom It May Concern:

As of June 2023, Riverside Public Utilities has utilized the services of Cedar Financial for collection services for the City of Riverside, Public Utilities delinquent accounts. Cedar's Financial has demonstrated responsiveness in providing collection services for unpaid accounts that the City is unable to collect through its own efforts. Their professionalism and approachability to our organization's requests has been excellent as they work towards maximizing successful collection of unpaid accounts. Cedar's demonstrates their commitment to maintain goodwill in their communication and we look forward to continued results on delinquent accounts.

If you would like to speak with me directly please feel free to contact me at afranco@riversideca.gov or (951) 826-5453.

Sincerely,

[redacted]

Alma Franco
Customer Service Manager

California Department of Transportation
DIVISION OF ACCOUNTING
P.O. BOX 168043
SACRAMENTO, CA 95816-8043
PHONE (916) 227-9338
FAX (916) 227-4245
TTY 711
www.dot.ca.gov

January 21, 2025

To Whom It May Concern:

We have been working with Cedars Business since March of 2022. Over the course of the last three years, they have outperformed our previous collection vendors by at least four-fold with virtually no increase in complaints from consumers and owing parties. They are currently providing us with a 40% recovery rate, which is far higher than the less than 10% recovery rate we experienced under our previous service providers.

Cedar leadership meets with our team virtually at least once a quarter, and in person once per year. In each of these sessions, the team at Cedar has been consistently attentive, listening to our thoughts, ideas, and concerns; then designing and implementing new strategies to increase performance and improve support. Their new ideas, and our collaboration with them has been the catalyst of the greatest improvement in performance our portfolio has ever experienced.

Cedar has provided excellent communications and support. They quickly answered questions and provided solutions and improvements, exceeding our needs and requirements consistently.

Caltrans recently implemented a new accounting software system that required Cedar to redesign our entire account placement and data importing, as well as the listings acknowledgement processes. The changes were well designed and implemented with only one minor error which was quickly identified and corrected.

If you are seeking a high-performance collection vendor that listens and responds to client needs effectively, I recommend Cedars Business Services.

Sincerely,

[redacted]

Tatyana Bychkov, Associate Accounting Analyst
Office of Receivables, Systems and Administration

APPENDIX D

RFP-25-31 City of Bentonville's Solicitation

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH STREET BENTONVILLE, AR 72712
(479)-271-3115 – purchasing@bentonvillear.com

FOR PUBLICATION

PUBLICATION DATE: April 6, 2025

NOTICE

Collection Services

REQUEST FOR PROPOSALS

(RFP)-25-31

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured firms to provide Collection Services for miscellaneous municipal accounts for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. The City reserves the right to award a contract to one or multiple Proposers based on the City's sole determination and in accordance with the City's best interest.

Interested parties can obtain the required Response Packet by emailing purchasing@bentonvillear.com, by calling 479-271-3115, or from the Purchasing and Compliance Department located at the address below. The Response Packet may also be downloaded from the Purchasing and Compliance Page of the City's website (http://www.bentonvillear.com/211/Purchasing) by clicking 'Review Open RFQs and RFPs'; however, the City encourages any Parties whom download the Response Packet to alert the Purchasing and Compliance Department via the contact information above to ensure they receive any issued Addenda or Q&A. Interested Parties should note that there may be a 24-48 hour delay in the Response Packets being uploaded on the City's website from the date of publication.

The **deadline for submission of a Proposal in response to this request is April 30, 2025 at 4:00 PM CST.** Submissions shall only be delivered to the City of Bentonville Purchasing and Compliance Department, located within the City of Bentonville Administrative Services Building, located at 1000 SW 14th Street Bentonville, AR 72712, on the 2nd Floor. All Submissions must be received by the Purchasing and Compliance Department prior to the deadline for submissions stated in this Advertisement and shall be delivered in a sealed envelope and as required in the Response Packet for this solicitation. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location before the required due date and time. Responses received after the deadline date and time will be considered late and will be rejected, without exception. Proposals which are unsigned will be rejected.

The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts.

All questions must be submitted via written communication only to purchasing@bentonvillear.com. The deadline for questions to be submitted regarding this Request is April 24, 2025 at 4:30 PM CST, after this time the City will only provide clarifications or responses pertaining to items in the Response Documents that do not result in a change or Addendum (see Response Documents for additional information).

Department Responsible for Advertising Costs: Purchasing and Compliance

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

REQUEST FOR PROPOSAL

SOLICITATION INFORMATION			
Proposal Number:	**RFP-25-31**	Date of Issuance:	**April 6, 2025**
Brief Description:	Collection Services		
Agency:	The City of Bentonville, Arkansas: Utility Billing Department		

SUBMISSION DEADLINE FOR RESPONSE			
Proposal Submission Deadline: (Date)	**April 30, 2025**	**Proposal Submission Deadline: (Time)**	**4:00 PM CST**

Proposals must be received by the Purchasing and Compliance Department prior to 4:00 PM CST on Wednesday, April 30, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address: *Prospective vendors assume all risk for timely, properly submitted deliveries.	City of Bentonville Administrative Services Building Attn: Purchasing and Compliance Department – 2nd Floor 1000 SW 14th St Bentonville, Arkansas 72712
Proposal's Outer Packaging:	Outer packaging must be sealed and properly marked with the following information: • Proposal Number: **RFP-25-31** • Vendor's name and return address Proposals which must be opened to be identified will be considered incomplete and may be rejected.
Number of Copies for Submission:	**(1) One signed original and (1) One digital copy (CD or Flash drive)** of the Proposal is to be delivered by the specified date and time of the Proposal deadline listed herein. Failure to deliver the specified number of originals will be considered a late submission and will be rejected, without exception. Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE OFFICE CONTACT INFORMATION			
Purchasing and Compliance Manager:	Kelsi Frederick	Purchasing and Compliance Email:	purchasing@bentonvillear.com
Purchasing and Compliance Phone Number:	(479) 271-3115	Purchasing and Compliance Address:	Administrative Services-2nd Floor 1000 SW 14th St. Bentonville, AR 72712

Questions regarding this Proposal should be directed ONLY to the Purchasing and Compliance Department via written communication (email or mail). The deadline for submitting questions related to this Request for Proposal is April 24, 2025 at 4:30 PM CST

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

EXECUTION OF PROPOSAL & ACKNOWLEDGEMENT OF ADDENDA

(REQUIRED RESPONSE FORM)

EXECUTION OF PROPOSAL (REQUIRED)

Upon signing this Proposal, the proposer certifies that he or she has read and agrees to the requirements set forth in this Proposal including specifications, conditions and pertinent information regarding the articles being proposed on. *Unsigned Proposals will be rejected without exception.*

NAME OF FIRM (*Must match W-9*):	PHONE NUMBER:	EMAIL:	
BUSINESS STREET ADDRESS:	CITY:	STATE:	ZIP:
SIGNATURE OF AUTHORIZED PERSON:		DATE:	
PRINTED OR TYPED NAME:		TITLE:	
ARKANSAS SALES OR USE TAX NUMBER (if applicable):			

ACKNOWLEDGEMENT OF ADDENDA (REQUIRED WHEN ADDENDA ISSUED)

Addendum Number	Initials to Acknowledge
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BENTONVILLE, ARKANSAS
PURCHASING AND COMPLIANCE DEPARTMENT
2ND FLOOR ADMINISTRATIVE SERVICES BUILDING
1000 SW 14TH ST
BENTONVILLE, ARKANSAS 72712

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SUMMARY: SERVICES & DEADLINES

SUMMARY OF REQUESTED SERVICES

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured firms to provide Collection Services for miscellaneous municipal accounts for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. Services to be provided by the awarded proposer shall include, but not be limited to, collection of overdue water, sewer, electric, and sanitation accounts for Utility Billing, and collection of miscellaneous municipal accounts as needed for Accounts Receivable.

Interested in submitting?

- Read through this entire Response Packet. This is the City's document for requesting Proposals. It contains important information regarding the Scope of Work, location and the terms and conditions of the work and the contract.
- Submit questions (prior to the deadline listed in this Packet) if you need clarification on something or have specific questions (submit to purchasing@bentonvillear.com).
- If you would like to submit a Proposal, be sure to include information that relates to the Evaluation Criteria listed in this Response Packet (this is how your Proposal will be ranked).
    - You can create your Proposal in the format you choose, include pictures if you want to and choose the method you would like to tell the City about the services you provide and what you are Proposing to the City. Just remember to sign Page 3 of this Packet and your Proposal, and include it when you submit your Proposal.
- Remember that, while the City reserves the right to interview any or all Proposers, the City may select and award the Contract to a Proposer without discussion with the Proposer, so Proposals should be submitted with the most favorable terms.
- Remember to submit your Proposal BEFORE the SUBMISSION DEADLINE. The submission needs to be sealed (as instructed in this Response Packet).

DEADLINES:

- Advertisement Published, Requesting Proposals: April 6, 2025
- **Deadline to Submit Questions: April 24, 2025 (4:30 PM CST)**
- **Deadline to Submit Proposals: April 30, 2025 (4:00 PM CST)**

**The hard copy Submission must be delivered prior to the deadline date/time in a SEALED envelope.*

PROPOSALS CANNOT BE EMAILED.

The City reserves the right to award the Contract in its best interest.

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SCOPE OF WORK

The City of Bentonville, Arkansas is accepting formal, sealed proposals from properly qualified, experienced, licensed and insured firms to provide Collection Services for miscellaneous municipal accounts for the City of Bentonville Utility Billing Department. The awarded Proposer will be required to sign a binding Contract with the City; the awarded Contract will be for a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. Services to be provided by the awarded proposer shall include, but not be limited to, collection of overdue water, sewer, electric, and sanitation accounts for Utility Billing, and collection of miscellaneous municipal accounts as needed for Accounts Receivable.

Background:

The Utility Billing Department's mission is to accurately record, bill and collect payments for the City's utility services. The meter staff collects reads for more than 56,000 electric, water and irrigation meters each month. The billing team uses those readings to create the utility bills for over 30,000 utility accounts each month.

In addition to creating the utility bills each month, the department handles requests from customers to establish new utility service, as well as transfer or terminate services within the City of Bentonville, answer customer inquiries, and process payments for utility accounts. In 2024, over $135 million of utility payments were collected by either web, phone, mail, or in-person payment methods.

Scope of Services:

The City of Bentonville Utility Billing Department will provide the following information to the agency awarded for collections:

- Name
- Account Number
- Service Address
- Last Known Mailing Address
- Phone Number
- Social Security Number or Federal Tax ID Number
- Driver's License or ID Number
- Amount Owed

The following information will be provided by non-utility Departments to the agency awarded for collections:

- Name
- Account Number
- Service Address
- Last Known Mailing Address
- Amount Owed

- Monthly remittance detail shall be submitted via secure transmission method and in a format compatible with the City's data processing system.
- The City is to receive full payment of all fines and late fees that are imposed by the City.

a. Compensation:

- Compensation will be due to the Service Provider for amounts collected during the period of assignment of said accounts whether collected by the Service Provider or received by the City. No compensation will be due to the Service Provider by the City for uncollected accounts, nor will interest charges accrue, either to the benefit of the City or the Service Provider, on accounts assigned for collection. In the event an account is reduced or cancelled by the City, no collection fee will be due to the Service Provider for the amount of reduction or cancellation. It is the City's intent to have all costs of the collection assumed by the delinquent debtor. Any monetary amounts collected by the Service Provider will be remitted to the City and the Service Provider will invoice monthly for fees earned. There is no guarantee of the number of assigned collection accounts referred to the Service Provider from this RFP.

b. Assignment of Accounts:

- Frequency of Assignment. The City will assign accounts to the Service Provider for collection at the City's sole discretion. The age of assigned accounts may range from ninety (90) days to twelve (12) months from the date such account was initially due for payment to the City by the debtor.
- Manner of Assignments. Assignments of accounts will be effective as of the date upon which the account is submitted to the Service Provider by the City. Subsequent to assignment by the City, the City will refrain from any direct contact with the debtor and will refer all inquiries concerning the account to the Service Provider for the duration of the assignment period.
- Return of Assignment. The City has the option of specifying the dates of assignment and upon expiration thereof, the account shall expire and be returned to the City.

c. Cancellation of Accounts:

- Accounts previously assigned may be cancelled either by the withdrawal of the account by the City or the return of the account by the Service Provider under the following circumstances:
  - Withdrawal of Account by the City. In the event the City, subsequent to the assignment of an account, determines there are circumstances warranting withdrawal of an account, the City may withdraw such account from collection upon notice to the Service Provider. Circumstances warranting withdrawal by the City may include, without limitation, a determination by the City of hardship to the debtor or the creation of substantial interference in an ongoing relationship between the City and the debtor by reason of a disputed account. Immediately upon the receipt of any such notice, the Agency will cease all collection activity and will cancel and return the account in question to the City.
  - Return of Account by the Service Provider. Accounts deemed uncollectible (e.g. bankruptcy, death of account holder) may be returned to the City by the Service Provider. It is the Service Providers responsibility to provide the City with the reason for return.

d. Standards of Service Providers Performance:

- The Service Provider agrees to maintain the following minimal standards of operation and performance during the term of the Agreement and to provide proof of compliance with such upon request by the City.
  - Proper licensing and bonding as required by law.
  - Adherence to the provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Title VIII of the Consumer Protection Act (CPA), and other applicable Federal, State, and local laws and regulations.
  - Establishment and maintenance of adequate in-house training for Service Providers employees pertaining to effective collection practices and compliance with applicable federal, state, county, and local laws, codes and ordinances.
  - Service Provider shall report delinquent accounts to appropriate national credit reporting agencies and agree to comply with all terms and conditions of applicable federal, state, county, and local laws, codes and

ordinances. Service Provider will provide the City required written policy regarding the "accuracy and integrity" of the information they are furnishing to credit reporting agencies.

e. Expiration period for assigned accounts:

- The State of Arkansas Archives Record Retention destruction schedule for Municipalities is five (5) years for accounts that are in Collections.

f. If the City of Bentonville receives a notice of bankruptcy filing for an account previously turned over to the selected collection agency, the City will immediately notify the collection agency which shall immediately stop all collection efforts on the account. The collection agency shall turn the account back over to the City.

g. If the City of Bentonville collects on accounts previously turned over to the selected collection agency, the City will provide a listing of the collected accounts to the selected collection agency to be removed from collection efforts by the agency.

h. All proposals shall conform to State Laws regarding collection services from Cities, including but not limited to Arkansas Code

i. If a collection agency is located in Arkansas or contacts debtors in Arkansas, it must be licensed by the State Board of Collection Agencies. Collection agencies are also required to comply with the Fair Debt Collection Practices Act. The Fair Debt Collection Practices Act governs when, where and how consumers may be contacted. It prohibits collection agencies from harassing or abusing consumers.

YEARLY WRITE OFF AMOUNTS		
Year	Number of Accounts	Amount
2022	623	$ 277,027.04
2023	677	$ 256,089.22
2024	600	$ 210,024.36

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PURCHASING AND COMPLIANCE DEPARTMENT
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Required Response Information

Responses to this Request for Proposals are required to, but are not limited to include the following information:

1. General Requirements:

Demonstrate the qualifications, competence and capacity of the firm seeking to perform the services listed herein and provide the necessary items to do so and as requested.

The response should be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the requirements set forth in this RFP and in the SCOPE OF WORK.

2. References for Similar Engagements:

Please provide at least three (3) references and descriptions for similar engagements that the Proposer has completed. References must include the customer's business name, primary contact name, address and telephone number. References may be contacted by the City as part of the evaluation process.

3. Insurance:

The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = $2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

Combined Single Limit:

- Bodily Injury and Property Damage = $2,000,000.00 Each Accident
  - Pollution Liability Insurance
  - $1,000,000.00 Each Occurrence

4. Proposed Method of Doing Work

In addition to responding to all aspects set forth in the SCOPE section of this RFP, Proposers should pay special attention to demonstrating their ability to provide collection services, as specified in this RFP.

5. Proposed Cost of Performing Services:

The Proposed Cost of Performing the services, as specified herein, shall be conveyed only in WET TON (e.g. $0.XXX) per wet ton. All costs shall be conveyed rounded to the nearest cent.

All Proposed Costs of Performing Services shall be inclusive of, but not limited to: all tax, delivery charges, and fees to the City of Bentonville, Arkansas.

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EVALUATION FACTORS

Proposers should address each of these factors in their Submission for the Committee's review when ranking.

These Evaluation Factors will be used by the Selection Committee to rank each Proposal. Each Evaluation Factor has a point value (Ex. 25 points); the Selection Committee Members will use this to rank the Proposer/Submission based on the number of points possible (ex. 1 =lowest/25=highest). Additional information or interviews may be requested from the three Proposers deemed to be the most highly qualified to provide the services, based on the Evaluation Scores. A Contract will be negotiated with the Proposer ranked the most qualified by the Selection Committee.

Point Value: 20

1. Response

- How complete, thorough and responsive the Proposer is to the Request for Proposal and documents.

Point Value: 20

2. Qualifications: Experience, Competence and Capacity

- Proposer's experience, competence, and capacity for performance of the services.
- The Proposer should take special care to convey to the City their ability to meet, or exceed, all requirements as stated herein and that are standard to the services described herein. Proposers should use this opportunity to convey to the City that they have the capacity and experience to provide collection services as stated herein.
- Proposer's should provide past experience, including but not limited to:
  - Services provided within the last five (5) years, including information about the frequency of the service.
  - References for whom the Proposer has provided the same or similar services.
- Previous evaluations/performance with the City will be a significant factor. If not available, past performance with others will be used.
- Past performance includes, but is not limited to quality of work, timely performance, diligence and any other important information.

Point Value: 25

3. Method of Doing Work

- The Proposal must set forth the proposed method of doing work, as described herein (Scope of Work and other sections) and as standard to performing the services described in this Request for Proposals.

Point Value: 20

4. Capacity

- The capacity and ability that the Proposer has to realistically meet the collection service requirements, as outlined herein.

Point Value: 15

5. Price

- The Proposed Cost of Services, as described herein.
- The Proposed Cost of Services must only be conveyed on a contingent fee basis. Deviation from using this unit of measure may be considered failure to be responsive and the Proposal may be rejected.

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TERMS & CONDITIONS

1. Firms responding to this Request for Proposal ("RFP") must submit their Proposals prior to the deadline provided herein.
2. The City of Bentonville, Arkansas will be referred to as "City". The Proposer submitting a Proposal in response to this RFP will be referred to as "Proposer", "Submitter", "Provider", or "Contractor" periodically throughout this RFP.
3. Proposals must be submitted in a sealed package or envelope, clearly listing the following information on the outer envelope:
    - **RFP Number:** RFP-25-31
    - **Proposer's Information:** Name and address

    No telephone, electronic, or facsimile Proposals will be considered.
4. Proposers shall include all information in the Required Response Section of this RFP, as well as any additional information of their choosing.

    There are no Proposal format restrictions, except as stated herein.
5. The City reserves the right to:
    - Reject any and all Proposals received as a result of this RFP.
    - Waive or decline to waive any informalities and any irregularities in any Proposal or responses received.
    - Adopt all or any part of the Proposal.
    - Negotiate changes in the scope of work or services to be provided.
    - Withhold the award of contract.
    - Select the Proposer it deems to be in the best interest of the City and most qualified to fulfill the needs of the City. The Proposer with the lowest costs offered may not necessarily be selected for award.
6. Any and all inquiries or requests for explanation in regard to the City's requirements, or any other information pertaining to this Request for Proposal, should be made to the Purchasing and Compliance Office via the information on page one (1) of this RFP document. Only written requests will be considered. No oral interpretations or clarifications will be given as to the meaning of any part of this RFP. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms that have indicated an interest or intention to submit proposals, but the names of any firms submitting any questions, clarifications, or requests will not be disclosed until after the deadline for submitting Proposals.
7. It shall be clearly understood that any costs incurred by the Proposer in responding to this Request for Proposal is at the Proposer's risk and expense as a cost of doing business. The City is not responsible for any reimbursement to the Proposer for any expense so incurred, regardless of acceptance of Proposal or issuance of award.
8. All Proposals and other materials submitted shall become the property of the City.

9. Any conditions or expectations on the part of the Proposer for performance by the City Of Bentonville must be set forth in the Proposal. The City is not obligated to consider the Proposer's post submittal terms and conditions.
10. This Proposal must contain the signature of a duly authorized officer or agent of the Proposer's company empowered with the right to bind and negotiate on behalf of the Proposer for the amounts and terms proposed.
11. Any information provided herein is intended to assist the Proposer in the preparation of Proposals necessary to properly respond to this RFP. This RFP is designed to provide the qualified Proposers with sufficient basic information to submit Proposals meeting minimum specifications and test requirements, but is not intended to limit an RFP's content or to exclude any relevant or essential information.
12. At the discretion of the City, one or more Proposers may be asked for more detailed information before final ranking and/or award of the Proposal.
13. The selected Proposer will exercise due professional care in understanding the type of engagement and in performing the services described herein.
14. While the City reserves the right to interview any or all Proposers, award of a contract may be made without discussion with Proposer after proposals are received. Proposals should, therefore, be submitted on the most favorable terms available.
15. The City of Bentonville requires all vendors and contractors doing business with the City not to discriminate against any person on the basis of race, age, color, religion, sex, ancestry, non-job-related handicaps, or national origin.
16. **Restriction of Boycott of Israel:** Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract valued at $1,000 or greater with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel. By signing the execution of bid section, the Contractor agrees and certifies that they do not boycott Israel and will not boycott Israel during the remaining aggregate term of the contract.
17. **Term:** The term of the awarded Contract is a one (1) year term, renewable annually upon mutual written agreement via amendment for a maximum term not to exceed three (3) years. There shall be no change in the terms of the contract during the original contract term, or any renewal term thereafter, unless mutually agreed upon in writing and in accordance with the City of Bentonville Purchasing and Compliance Policy and applicable laws.
18. **Insurance:** 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, such as Workers Compensation.
19. **Criminal Background Checks:** The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville.
20. **Credit Report:** The awarded Proposer may be subject to a credit check, performed by the City of Bentonville.

21. **Timeline:** The City intends to award the contract at the June 24, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.

22. **Investigation:** It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified in the Proposal. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Proposer to make necessary examinations and investigations will be accepted as a basis for varying the requirements of the City of the compensation to the Proposer or performance of the Contract.

    Each Proposer submitting a Proposal is responsible for examining the complete Proposal package and any Addenda, and is responsible for informing itself of all of the conditions that might in any way affect the cost of the performance of any work or requirements related to the work described herein. Failure to do so will be at the sole risk of the Proposer.

23. **Proposer Qualifications:** The City reserves the right to award Contract to the highest rated Proposer, as determined through Proposal evaluation and the evaluation criteria, who furnishes evidence satisfactory to the City that Proposer has the necessary abilities, experience, equipment, and financial and physical resources available to fulfill the conditions of the contract and execute the work.

    In determining the responsibility of any Proposer, the City reserves the right and may take into account other factors in addition to financial responsibility, such as past records of its or other entities transactions with the Proposer, experience, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities and resources. The Proposal will be awarded in the City's best interests based on these and other legally-allowable considerations.

    The City reserves the right and may make any investigations deemed necessary to determine the ability of the Proposer to perform the work. The Proposer agrees to furnish any information and data requested by the City for this purpose.

    The City reserves the right to and may require the Proposer to provide proof of its capability to perform the work as described and required herein; however, prequalification of the Proposer shall not be required.

24. **Cancellation/Rescheduling:** The City reserves the right to cancel the whole or any part of the Contract if the Contractor fails to perform any of the provisions of the Contract or fails to pick up material as specified. The Contractor will not be liable to perform if situations arise by reason of strikes, acts of God or public enemy, acts of the City, fires or floods.

25. **Taxes and Other Costs:** The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

26. Copyrights: By submitting a Proposal, the Proposer certifies that no products offered to the City infringe upon any copyrights and furthermore that Proposer owns all rights to the products or owns the right to sell (and/or resale) the products provided under the awarded Contract. The awarded Proposer(s) shall solely responsible for any copyright infringement or any other recourse sought against them for the sale or use of any products or graphics provided under the Contract.

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APPENDIX A
VENDOR DISCLOSURE
(REQUIRED RESPONSE DOCUMENT)

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Contractor/Vendor Disclosure

THIS DOCUMENT MUST BE COMPLETED AND INCLUDED IN ANY SUBMISSION

Company Name: _____

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more than 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

_____

_____

_____

_____

OR

☐ Check this box if there are no applicable relationships to disclose.

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported within 30 days of change of circumstance.**

_____ Initials

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APPENDIX B
NON-COLLUSION AFFIDAVIT

MUST BE SIGNED AND NOTARIZED

NON-COLLUSION AFFIDAVIT

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

State of _____

County of _____

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

1.They are the duly authorized representative/agent of the Bidder and/or contractor submitting the Competitive Bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among Bidders and between Bidders and City officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Invitation for Bids to which this statement is attached;

2. They are fully aware of the facts and circumstances surrounding the making of the Bid and/or the procurement of the contract to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such Bids;

3. Neither the Bidder/contractor nor anyone subject to the Bidder/contractor's direction or control has been a party;

a. to any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed rate or to refrain from submitting;

b. to any collusion with any City official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor

c. in any discussions between Bidders and any City official concerning exchange of money or other thing of value for special consideration in the letting of a contract;

d. to paying, giving, donating or agreeing to pay, give or donate to any officer or employee of the City of Bentonville, any money or other thing of value, either directly or indirectly, in procuring the contract to which their statement is attached.

To be completed by Company (Authorized Representative/Agent):

Signature of Authorized Representative/Agent: _____

Title (of Authorized Representative/Agent): _____

To be completed by Notary (include Seal):

Subscribed and sworn before me this: _____day of _____, 20_____

Notary Public Signature: _____My commission expires: _____

Seal:

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APPENDIX C
STATE LAWS REGARDING COLLECTION SERVICES

A.C.A. § 14-229-103

Current with acts of the 2025 Regular Session effective through March 12, 2025, and also includes all acts regardless of effective date through Act 299 with the exception of Acts 163 - 180, 221, 230, 237, 273, and 274.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 14. Solid Waste Disposal, Waterworks, And Sewers Generally > Chapter 229 General Provisions

14-229-103. Termination of water service — Definition.

(a) A municipality owning or operating a public sewer system or sewer improvement district that provides sewer service to its citizens may request a water association, a water improvement district, or a water authority that provides the water service to terminate the water service to a resident who is delinquent at least thirty (30) days in making payment to the municipality for sewer service or solid waste service.

(b) The water association, water improvement district, or water authority shall send notice to a person who is delinquent in making payments for sewer service or solid waste service of the date the water service will be terminated and shall terminate the water service upon that date unless the balance due the municipality for sewer service or solid waste service is paid.

(c) The water association, water improvement district, or water authority shall terminate the water service upon certification by the municipality that the person:

(1) Is more than thirty (30) days delinquent in making payments for sewer service or solid waste service; and

(2) Has been sent notice of the termination of the water service as required under subsection (b) of this section.

(d) As used in this section, "water authority" means the public body politic and governmental entity organized under the Water Authority Act, *§ 4-35-101* et seq.

History

Acts 1995, No. 717, § 1; *2009, No. 195, § 1*.

Annotations

Notes

Amendments.

The 2009 amendment inserted "or water authority" or similar language in (a), (b), and (c); inserted "or solid waste service" in (a), (b), and (c)(1); redesignated (c) and substituted "as required under subsection (b) of this section" for "by the municipality" in (c)(2); added (d); and made related and stylistic changes.

A.C.A. § 14-234-601

Current with acts of the 2025 Regular Session effective through March 12, 2025, and also includes all acts regardless of effective date through Act 299 with the exception of Acts 163 - 180, 221, 230, 237, 273, and 274.

AR - Arkansas Code Annotated > Title 14 Local Government > Subtitle 14. Solid Waste Disposal, Waterworks, And Sewers Generally > Chapter 234 Waterworks and Water Supply > Subchapter 6 — Collection of Delinquent Water Bills

14-234-601. Definitions.

As used in this subchapter:

(1) "Water association" means any entity organized under the laws of the State of Arkansas, whether for profit or not for profit, that provides, distributes, transmits, treats, pumps, or stores raw or potable water for the benefit of members of the general public or commercial, industrial, and other users; and

(2) "Water system" means any entity that provides, distributes, transmits, treats, pumps, or stores raw or potable water, wastewater, or sewage for the benefit of members of the general public and commercial, industrial, and other users, including without limitation, the following entities that perform such activities:

(A) Municipalities;

(B) Counties;

(C) Public facilities boards;

(D) Public water authorities;

(E) Central Arkansas Water;

(F) Regional water distribution districts; and

(G) Water associations.

History

Acts 2003, No. 769, § 1; *2007, No. 360, § 1*.

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End of Document

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Solicitation ID:	RFP-25-31	**Solicitation Title:**	Collection Services
Addendum Number:	1	**Date of Issuance:**	April 14, 2025

TO: Prospective Bidders

This Addendum modifies the original Bidding Document(s) dated April 6, 2025.

Bidders are required to acknowledge this Addendum by including it in their Bid Submission. Failure to acknowledge this Addendum may result in rejection of the Bid Submission.

Any Amended Bidding Documents contained herein shall replace those same documents in the original Bid Packet. In the event that an Amended Required Response document (such as a Bid Pricing Sheet) is included herein, Bidders must use only the Amended Form in their Bid Submission.

This Addendum Number 1 consists of 6 page(s).

Amended Required Response Information:

1.0 The City inadvertently left insurance requirements and proposed cost information from a previous proposal in the solicitation packet on page 9.

2.0 The Insurance Requirements and Proposed Cost of Performing Services have been amended as follows:

2.1 The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances:

- Workers' Compensation
  - State = Statutory
  - Applicable Federal (e.g USL&H) = Statutory
  - Employer's Liability = $2,000,000.00 Each Accident
- Comprehensive or Commercial General Liability

2.2 The Proposed Cost of Performing the services, as specified herein, shall be conveyed on a contingent fee basis.

- All Proposed Costs of Performing Services shall be inclusive of, but not limited to all tax, delivery charges, and fees to the City of Bentonville, Arkansas.

CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

ADDENDUM TO SOLICITATION

Questions Received from Proposers:

Line Number	Submitted Question	City's Response
1	Has the current contract gone full term?	The City does not have a current collections contract.
2	Have all options to extend the current contract been exercised?	The City does not have a current collections contract.
3	Who is the incumbent, and how long has the incumbent been providing the requested services?	The City does not have a current collections contract.
4	To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?	Per the Scope of Work section d. Adherence to the provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Title VIII of the Consumer Protection Act (CPA), and other applicable Federal, State, and local laws and regulations.
5	How are fees currently being billed by any incumbent(s), by category, and at what rates?	The City does not have a current collections contract.
6	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	$0.00. The City did not have a collections contract last year.
7	To what extent are these accounts owed by private consumers versus commercial businesses?	Based on the current internal collection accounts (21-90 days past due), there are 10% commercial and 90% residential.
8	Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring to secondary placements? If so, should bidders provide proposed fees for secondary placements also?	Primary placements
9	What collection attempts are performed or will be performed internally prior to placement?	Once the final bill is 21 days delinquent, we perform a skip trace to obtain the most recent known address and send a delinquent notice.
10	Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?	No.
11	What is the total dollar value of accounts available for placement now by category, including any backlog?	Accounts 21-90 days past due $208,296.57, backlog for 2024 is $210,024.36
12	What is the total number of accounts available for placement now by category, including any backlog?	Accounts 21-90 days past due count is 536, backlog for 2024 count is 600.

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
13	What is the average balance of accounts by category?	Accounts 21-90 days past due average $388.61. Commercial average $408.47. Residential average $386.43. Total average from 2024 was $350.04.
14	What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?	Anticipate quarterly utility accounts to be close to 175.
15	What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?	Anticipate quarterly utility accounts to be valued at $68,000.
16	What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?	The City of Bentonville has not had a collection agency for several years, so this data is not readily available. We would anticipate at least the industry average, which appears to be around 22%.
17	Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?	Per the Scope of Work section d. Adherence to the provisions of the Federal Fair Debt Collection Practices Act (FDCPA), Title VIII of the Consumer Protection Act (CPA), and other applicable Federal, State, and local laws and regulations.
18	Please reconfirm the due date for this procurement by providing it in response to answers to questions.	Per the response packet, proposals must be received by the Purchasing and Compliance Department prior to 4:00 PM CST on Wednesday, April 30, 2025. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit Proposals at the designated location on or before the Proposal submission deadline. Proposals received after the designated Proposal submission deadline will be considered late and will be rejected.
19	What is the date by which you will answer these questions?	April 14, 2025
20	Why has this bid been released at this time?	The City is in need of collections services to lower the historical cost of bad debt.
21	If there was a previous solicitation for these services, what was its title, number, release date, and due date?	
22	When is the anticipated award date?	Per page 13 of the response packet, the City intends to award the contract at the June 24, 2025 Council Meeting, however this date is subject to change, an estimate, and is not guaranteed.

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
23	Can you please provide greater explanation of your expectations related to any required subcontracting to minority-owned, women-owned, or other types or categories of small or disadvantaged businesses? For example, what is required with the proposal, and what is required to comply during the term of the contract?	The City of Bentonville encourages all qualified small, minority and women owned business enterprises to submit proposals/bids for City contracts. All Proposers shall comply with the solicitation packet and submit their proposals per the required response documents.
24	When is the anticipated contract start date?	The contract start date will be based off of the City Council Award date. If approved by City Council, the contract will be sent to the awarded proposer for signature and then fully executed by the Mayor. The date the Mayor signs the contract is the effective start date of the contract.
25	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?	Per page 10 of the response packet, The Proposed Cost of Services must only be conveyed on a contingent fee basis. Deviation from using this unit of measure may be considered failure to be responsive and the Proposal may be rejected.
26	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	No current vendor.
27	How many proposers will win an award for this contract?	The City intends to award only one contract.
28	Please provide the name of and contingency fee charged by the City's current collections contractor.	No current contractor.
29	How much in fees was paid to the City's collections contractor in the City's last fiscal year?	No current contractor.
30	Given that there are only three full business days between the deadline for questions and the submission deadline and given that this is a mailed-in proposal, would the City kindly consider extending the submission deadline?	The question deadline is not until April 24, 2025, at 4:30 PM CST. Since that date has not occurred yet proposers shall have plenty of time to ask questions and mail in their proposals. The submission deadline remains as April 30, 2025, at 4:00 PM CST.
31	Will the City want the collections contractor to pursue litigation on certain accounts?	No.
32	If the City requires litigation services, may an out-of-state collections firm subcontract those services to a City-approved, Arkansas-based law firm?	No litigation.

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
33	Please confirm that the 'Yearly Write Off Amounts' shown on page 8 of the RFP were the amounts referred for collections.	Since there was not a collection agency, these are simply accounts over 90 days delinquent.
34	There appears to be a trend of 'Yearly Write Off Amounts' becoming smaller each year. Can the City explain why?	Some of the larger amounts were due shutoff postponement related to the pandemic. As regular monthly shutoffs resumed, these numbers have dipped. However, with continued growth of overall accounts, the trendline will likely start to increase.
35	What is the number of and dollar value of accounts the City anticipates it will refer to the collections contractor in the upcoming fiscal year?	See response to Questions 14 and 15.
36	Would the City consider adding in delinquent parking, court, and EMS accounts to this contract to streamline collection services for the City?	This RFP is mainly for Utility Billing but may also be utilized by other City Departments as they deem necessary. If a Department would like to utilize the awarded contract then they may reach out to the awarded proposer.
37	Would the City be willing to add a Piggyback Clause into the contract that might result from this proposal?	No at this time, this will be only applicable to the City of Bentonville.
38	Will there be a backlog of accounts moved to the collections contractor at the start of the contract? If yes, please provide the dollar value.	See response to Question 13.
39	Is it possible that the value of a referred account could change after referral, e.g., could new utility charges be added on or interest charged?	No additional charges would be added. If an overbilling is found within six months, the charges could be decreased (unlikely).
40	Will the accounts sent for collections already have their utility services cut off?	Yes.
41	The requirement for Employer's Liability insurance of $2,000,000 each accident is atypical for a contract of this size. Would the City lower the requirement to $1,000,000?	Insurance requirements amended in this Addendum.
42	Please confirm that the 'Combined Single Limit' heading in the insurance section on page 9 is referring to Commercial General Liability insurance. If not, please clarify the insurance type.	Insurance requirements amended in this Addendum.

ADDENDUM TO SOLICITATION

Line Number	Submitted Question	City's Response
43	May a contractor use their Umbrella/Excess Liability policies to meet the insurance limits required in the RFP?	The Proposer shall provide proof in their submission that the Proposing firm maintains the following insurances: o Workers Compensation o State = Statutory o Applicable Federal (e.g USL&H) = Statutory o Employer's Liability = $2,000,000.00 Each Accident o Comprehensive or Commercial General Liability
44	If a proposer's insurance for Commercial General Liability is written as $1,000,000 each occurrence, $1,000,000 damage to rented premises-each occurrence, and $1,000,000 Personal and Advertising Injury, would that together meet the requirement for Bodily Injury and Property Damage of $2,000,000 Each accident (in addition to an Umbrella/Excess Policy of $5 million each occurrence/$5 million aggregate)?	Insurance requirements amended in this Addendum.
45	Please confirm that the Pollution Liability insurance is not applicable to this RFP.	Insurance requirements amended in this Addendum.
46	Please confirm that the City will bear the cost of the criminal background checks, if required.	The awarded Proposer and any employee or representative of the awarded proposal who will be performing work under the awarded contract may be subject to a criminal background check, to be administered by the City of Bentonville. The Proposer is responsible, and the City expects Proposer, to pay all relevant/applicable taxes (including City, State and Federal) and all other costs associated with doing business.

[Amended Required Response Information Page Follows]

CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT

1000 SW 14TH STREET BENTONVILLE, AR 72712 – (479) 271-3115 – PURCHASING@BENTONVILLEAR.COM

RESPONSE TO REQUEST FOR INFORMATION (RFI)

Solicitation ID:	RFP-25-31	**Solicitation Title:**	Collection Services
RFI RESPONSE NUMBER	1	**Date of Issuance:**	April 24, 2025

TO: Prospective Submitters

The purpose of this document is to distribute questions/requests for information and the City's response to those questions. There is no requirement to include this document in any Submission.

RFI Response 1

Line Number	Submitted Question	City's Response
1	Could the City clarify the method by which accounts will be placed for collection? Specifically, will placements be submitted via secure electronic transmission, our web-based portal, or manually (e.g., paper or email)?	Placements can be sent via secure electronic transmission (SFTP site) or a secure web-based portal.
2	Is the City able to accommodate collection agency practices that are compliant with Regulation F (12 CFR Part 1006), including requirements for initial disclosures and consumer communication timelines?	The City expects our collections contractor to be compliant with all collecting regulations.
3	The RFP states: "It is the City's intent to have all costs of the collection assumed by the delinquent debtor." However, under the Fair Debt Collection Practices Act (FDCPA), collection agencies are prohibited from adding collection fees or costs to a consumer's debt unless expressly authorized by the original agreement or permitted by law. Could the City please provide the specific legal authority under which it permits the addition of collection costs to the consumer's debt?	The City expects our collections contractor to be compliant with all collecting regulations. The intent of collections is to have the delinquent debtor pay the full amount of what they owe. No additional fees should be added to the debtor.
4	Could the City clarify whether cyber liability insurance is required under this contract? Most municipalities require cyber insurance coverage to protect sensitive consumer data when such data is transmitted to and held by a third-party vendor. If this is a requirement, we would appreciate any specific details regarding coverage limits or endorsements.	The City does not require Cyber Security Insurance at this time.
5	Does the City have email addresses for the debtors and if so would they be willing to provide them with the placement data?	The City will not be sharing email addresses.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEDARS BUSINESS SERVICES FOR COLLECTION AGENCY SERVICES FOR THE UTILITY BILLING DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville desires to enter into an agreement with Cedars Business Services for Collection Agency services for the Utility Billing Department for a contingency fee of twenty-one percent (21%).

WHEREAS, Cedars Business Services was selected through the RFP selection process with RFP-25-31.

WHEREAS, no budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Cedars Business Services for collection agency services for the Utility Billing Department for a twenty-one percent (21%) contingency fee.

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 25-31such conflict.

PASSED and APPROVED 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:	8/26/2025	**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 Setting a Public Hearing for a Utility Easement Vacation (VAC25-0023)
Action Recommendation & Justification:	Approve Resolution to set a Public Hearing for September 9, 2025 for a Utility Easement Vacation located at Lot 6, Block 9 of Lincoln & Rice Addition (VAC25-0023).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

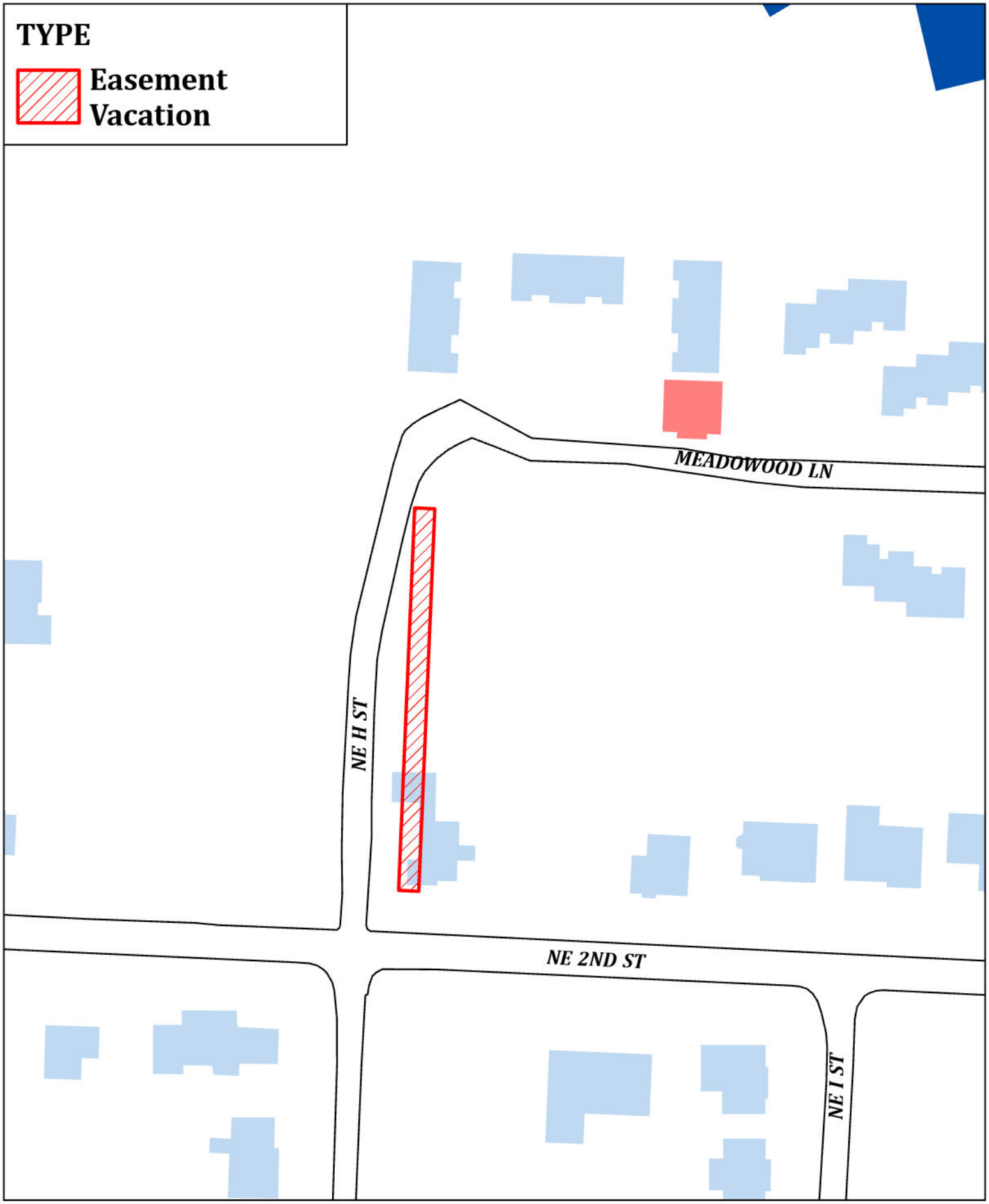
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



VAC25-0023
Proposed Easement Vacation
901 NE 2ND ST

RESOLUTION NO._____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Scott Johnson requesting a utility easement vacation (VAC25-0023) within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF A 15' WIDE UTILITY EASEMENT AS DEDICATED ACCORDING TO A PLAT FILED FOR RECORD IN THE BENTON COUNTY CIRCUIT CLERK'S OFFICE AT L202275902, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT A FOUND 5/8" REBAR FOR THE SOUTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE WEST LINE OF SAID PLAT, NORTH 02°24'20" EAST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE, NORTH 02°24'20" EAST A DISTANCE OF 284.94 FEET TO A FOUND 5/8" REBAR FOR THE NORTHWEST CORNER OF SAID PLAT;
THENCE ALONG THE NORTH LINE OF SAID PLAT, SOUTH 87°15'25" EAST A DISTANCE OF 15.00 FEET;
THENCE SOUTH 02°24'20" WEST A DISTANCE OF 284.98 FEET;
THENCE NORTH 87°05'10" WEST A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.10 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing September 9, 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:	8/26/2025	**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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution and Budget Adjustment for Wishing Spring Trail Grant from the Walton Family Foundation
Action Recommendation & Justification:	Resolution authorizing acceptance of a grant from the Walton Family Foundation, in an amount not to exceed $3,538,831.00, to fund the construction of rerouting Wishing Spring Trail. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 3,538,831.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

105030-33810	Local Grants	$	$ 3,538,831
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Proj	$ 3,538,831	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted (check all that apply) ☑ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	August 12, 2025
Re:	Resolution accepting grant, in an amount not to exceed $3,538,831, from Walton Family Foundation for the Wishing Spring Trail Project

---

Resolution authorizing the Mayor and Clerk to enter into a grant agreement with the Walton Family Foundation for the relocation of the Wishing Spring Trail.

As you are probably aware, in the past large weather events usually closed the trail system between Slaughter Pen and Bella Vista Lake Parks. These closing took anywhere from two weeks to two months to restore and reopen. The first major project to improve this condition is the interchange at the Bella Vista Bypass. By relocating the tunnel in that project, we were able to provide a safe path immediately after major weather events. The next improvement is how we cross the Little Sugar Creek.

For the last couple of years, Parks and Recreation Staff and Trailblazers worked to partner on a redesign for this trail project. This relocation project is very important to the long-term success of the trail system, removing most of this path from the floodway. Upon completion, the duration of trail closures following weather events should be a matter of days, not weeks or longer.

After publicly bidding the project, the Walton Family Foundation generously awarded a grant for the full amount of the project to Parks and Recreation. This grant amount covers the full bid award to Ground Zero Construction, Geotech with McClelland Engineering and CA/CO with CEI. However, at the time of submitting this council packet, the agreement with CEI is not finalized and is not ready to present to Council. This should come to council within the next two meetings.

The result of all the work by Parks and Trailblazers Staff and the very generous grant from the Walton Family Foundation will be a safe and enjoyable path for that will serve our citizens for generations to come. If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

WALTON FAMILY
FOUNDATION

MONTH DAY, 2025

Stephanie Orman
Mayor
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00113555

Dear Mayor Orman,

The Walton Family Foundation, Inc. (“Foundation” or “WFF”) has approved a grant in the amount of **up to** $3,538,831.00 to City of Bentonville (“Grantee”). The project term will be September 2025 to December 2026. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the construction phase of the Wishing Springs to Lake Bella Vista Greenway reroute and bridge project. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to $3,538,831.00 USD**

   Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	$884,707.75	Upon the Foundation's receipt of this signed agreement Upon the Foundation's receipt of this signed agreement	September 2025
2	Up to $884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 25% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the monthly contractor pay application most recently submitted by November 15, 2025	December 2025
3	Up to $884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 50% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the	March 2026

		monthly contractor pay application most recently submitted by February 15, 2026	
4	Up to $884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 75% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the monthly contractor pay application most recently submitted by May 15, 2026	June 2026

3. **Payable:** Initial installment of $884,707.75 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

   Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**
   a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
   b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Type	Report Due Date
Contractor Pay Application and Financial Summary	Monthly by the 15th day of each month of the project
Progress Report	November 15, 2025
Progress Report	February 15, 2026
Progress Report	May 15, 2026
Final Report	December 31, 2026

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document. Please reference Grant 00113555 on all communication.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:
    a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
    b. In no event will Grantee use any grant funds:
        i. to carry on propaganda, or otherwise to attempt, to influence legislation;
        ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
        iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
    c. Grantee will comply with all applicable laws and regulations.
    d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
        i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
        ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
    a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
    b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
    c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;

d. Grantee does not use funds for the purpose of this grant;
e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

   The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Becca Hazlewood, Senior Program Officer. Becca can be contacted via phone (479) 464-1574 or email bhazlewood@wppg.org. Please reference Grant 00113555 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by **September 30, 2025**, the Foundation will consider the Grantee to have declined the grant.

Sincerely,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

cc: David Wright
Josh Stacey

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS ($3,538,831.00), FOR THE RELOCATION THE WISHING SPRING TRAIL; ADJUSTING THE 2025 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation (WFF) approved a grant to the City, in the amount of three million five hundred thirty-eight thousand eight hundred thirty-one dollars ($3,538,831.00) to fund the construction for the relocation of Wishing Spring Trail;

WHEREAS, this project includes the redesign and relocation of pathways to decrease the duration of trail closures following weather events;

WHEREAS, there is no matching provision in this grant; and

WHEREAS, a budget adjustment will be needed to recognize grants funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the WFF in the amount of three million five hundred thirty-eight thousand eight hundred thirty-one dollars ($3,538,831.00), to fund the construction for the relocation of Wishing Spring Trail;

Section 2: The 2025 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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 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:

_____
STEPHANIE ORMAN, Mayor

ATTEST:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution to Enter Into an Agreement with McClelland Consulting Engineers, Inc.
Action Recommendation & Justification:	Resolution Authorizing the Mayor and City Clerk to enter into an agreement with McClelland Consulting Engineers, Inc. in the amount of $74,525.00 for Geo-technical Services for the Wishing Spring Trail project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This is fully funded by the grant from the Walton Family Foundation. The budget adjustment was included in the prior agenda item which accepted and appropriated the grant funds. This firm was selected following the City's Purchasing Policy for professional services using the SOQ process.
Amount for Approval:	**$** 74,525.00

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: August 12, 2025
Re: Resolution Authorizing the Mayor and City Clerk to enter into an agreement with McClelland Consulting Engineers, Inc. in the amount of $74,525.00 for Geo-technical Services for the Wishing Spring Trail project.

Resolution Authorizing the Mayor and City Clerk to enter into an agreement with McClelland Consulting Engineers, Inc. in the amount of $74,525.00 for Geo-technical Services for the Wishing Spring Trail project.

McClelland will provide third-party testing of soils, subgrades, concrete, and more to ensure the proper quality and process for the construction project.

This contract requires a budget adjustment to appropriate funds. This is fully funded by the grant from the Walton Family Foundation.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: WISHING SPRING TRAIL REALIGNMENT GEOTECHNICAL SERVICES ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and McClelland Consulting Engineers, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this _____ ("EFFECTIVE DATE").

RECITALS:

A. WHEREAS, the CITY has a need to perform capital improvement projects for the City of Bentonville, Arkansas; and

B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-801; and

C. WHEREAS, the CITY wishes to contract for Professional Services; and

D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and

E. WHEREAS, The ENGINEER wishes to perform such professional services under this AGREEMENT with the CITY.

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

ARTICLE I - PROJECT DESCRIPTION

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

ARTICLE II - SCOPE OF SERVICE

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

ARTICLE III - STANDARD OF CARE

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

ARTICLE IV - ADDITIONAL SERVICES

A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.

B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed in accordance with APPENDIX C, "Schedule of Fees and Services, Key Milestones, and Durations for Major Tasks", attached hereto and incorporated herein by reference.

B. The cost of this AGREEMENT shall be in accordance with APPENDIX C.

C. CITY agrees to pay ENGINEER for all services authorized by inclusion in this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT.

D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis.

E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the SCOPE. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.

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

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than $1,000,000.00 per occurrence and $2,000,000 in the aggregate for injury to persons (including death), and for property damage;

2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than $1,000,000.00 combined single limit and aggregate for bodily injury and property damage;

3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than $1,000,000.00; and

4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than $1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and

2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;

3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.

B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERs, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.

B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.

C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.

D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.

E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERs for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERs.

F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.

B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.

C. ENGINEER agrees to indemnify and hold harmless the CITY for any safety conditions that may arise out of ENGINEER's performance of this AGREEMENT.

ARTICLE X - TERMINATION

A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.

C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.

ARTICLE XI - INDEMNIFICATION

A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence, willful misconduct, or other actionable fault of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's negligence

B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.

C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

A. The CITY may add a contingency amount to the contract to cover additional services as described in APPENDIX B. Any use of such contingency funds for additional services shall be executed as an AMENDMENT to this AGREEMENT.

B. The Contingency shall in no manner substitute for an official AMENDMENT.

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

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

ARTICLE XIV - DISPUTE RESOLUTION

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

ARTICLE XV - OPINIONS OF PROBABLE COST

A. Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, the ENGINEER's estimates of PROJECT costs and construction costs provided for herein are to be made on the basis of the ENGINEER's experience and qualifications and represent the ENGINEER's judgement in accordance with the "Standard of Care". The ENGINEER cannot and does not guarantee that proposals, bids or actual PROJECT or construction costs will not vary from estimates prepared by the ENGINEER.

B. The CITY understands that the construction cost estimates developed by the ENGINEER do not establish a limit for construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the CITY, the ENGINEER will not be required to re-design the PROJECT or any part thereof without additional compensation.

ARTICLE XVI - APPLICABLE LAWS

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

ARTICLE XVII - PRECEDENCE

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

ARTICLE XVIII - SEVERABILITY

A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.

B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

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

ARTICLE XIX – ENTIRE AGREEMENT

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

[This page has been intentionally left blank]

The cost of this AGREEMENT including all reimbursable expenses as described in the FEES AND SCHEDULE, **shall not exceed** _____ unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

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

CITY OF BENTONVILLE	
CITY	ENGINEER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A
PROJECT DESCRIPTION

BASIC PROJECT INFORMATION:

For geotechnical services for Wishing Spring Trail Realignment.

APPENDIX B

SCOPE OF SERVICES

SERVICES BY THE CITY

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

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

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT, including but not limited to:

  Topographical surveys, Right-of-Way Surveys, Utility Surveys and Coordination, Traffic Study, Geotechnical Investigations, Environmental Surveys, Permitting, Major Drainage Study, Conceptual Design Phase (30%), Preliminary Design Phase (60%), Final Design Phase (90%), Public Meetings, Bidding Services, Construction Support Services, Project Management Services, Project Closeout.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All Design and Construction shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Coordinate and Furnish approvals and permits from all Regulatory Agencies having jurisdiction over the PROJECT.
- Provide all services relevant to City of Bentonville Plan Review procedures.
- Create and provide all documents for property acquisitions and assist with any layout or staking required.
- Coordinate and facilitate meetings with CITY and Agencies for plan review, project coordination and right-of-way.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.

APPENDIX C
SCHEDULE OF FEES AND SERVICES

McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

1580 E. Stearns Street
Fayetteville, Arkansas 7270.
Office: (479) 443.2377
mce.us.com

August 15, 2025

City of Bentonville Parks and Recreation
1000 SW 14th Street
Bentonville, Arkansas 72712

ATTN: Mr. Josh Stacey, CPRP
Deputy Director

RE: Proposal for Materials Testing and Special Inspections for
Wishing Spring Trail Project in
Bella Vista, Arkansas
CMT27-138

We are pleased to present this Proposal for the Construction Materials Testing (CMT) and Special Inspections relevant to the Wishing Spring Trail project located in Bentonville, Arkansas. We appreciate the opportunity to provide this document and are happy to discuss how the enclosed information was derived. Should any significant deviations to the described testing plans outlined in this proposal occur, MCE requests the opportunity to evaluate the provided Estimated Budget detailed in this proposal document.

1.0 Estimated Budget

Based on the assumptions detailed in the foregoing proposal and the anticipated scope of testing provided, we can provide construction materials testing and special inspections on this project for an Estimated Budget amount as detailed below:

Provided Testing and Inspection Service	Estimated Cost
Proof Roll and Subgrade Recommendations	$5,920.00
Soil and Base Density Testing	$9,000.00
Laboratory Soil Sampling & Testing	$830.00
Drilled Pier Observations & Installation	$26,000.00
Reinforcing Bar Observation and Inspection	$10,500.00
Cast-in-Place Concrete Field Testing	$19,710.00
Concrete Cylinder Pick-Up	$2,565.00
Total Estimated Budget Fee	**$74,525.00**

The information on the following pages provides further detail regarding the anticipated testing scope of the project which includes several trips for each service, time spent on-site for each service, and other anticipations that were integral in arriving at the Estimated Budget amount.

2.0 Project Description

It is understood that the relevant project scope includes the new construction of an approximately 2,500 linear-feet (LF) pedestrian trail. The new trail construction is understood to tie-in with the existing Wishing Spring Trail approximately 650 LF south of the intersection of NW Wishing Spring Drive and W McNelly Road, and will extend to the northeast crossing McKisic Creek and Little Sugar Creek.

The concrete trail is understood to be constructed as an unreinforced concrete pavement section. Additional drainage features, retaining walls, and pedestrian guard rails will be installed throughout the trail alignment.

As part of the 2,500 LF trail construction, two (2) new bridges are to be constructed. Bridge A is understood to cross McKisic Creek and will be a 275 LF, five (5)-span, prefabricated steel bridge with a reinforced concrete deck supported by drilled piers. Bridge B will be an L-shaped, double-span, prefabricated steel bridge with a reinforced concrete deck, also supported by drilled piers. A total of 20 drilled piers are understood to be installed as part of the foundation system for both bridges.

3.0 Anticipated CMT/Special Inspections Scope of Work

It is expected that services for Construction Materials Testing and Special Inspections may include, but are not limited to proof roll and subgrade observations, field density testing, laboratory soil sampling and testing, rebar inspections, drilled pier observations, and cast-in-place concrete testing.

To better your understanding of our associated fees, we presented an estimated per-trip amount for the services we anticipate providing on this project. The provided per-trip price assumes the following factors:

- A Geotechnical Engineer or his/her representative spending one (1) hour onsite for proof-roll observation and/or subgrade recommendations.
    - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A certified field-testing technician spending 30 minutes onsite for each soil/base density testing trip.
    - *Three (3) density tests are anticipated to be conducted during each trip.*
    - *Density Testing will be completed utilizing Nuclear methods in accordance with ASTM D2922, with one (1) test completed every 300 LF of trail construction.*
    - *Thickness verification of the base materials during each base density testing trip, if required.*
    - *Travel time, mileage, and report writing are factored into the unit trip amount*.
- A certified technician conducting up to two (2) Standard Proctor Tests (ASTM D698 | AASHTO T99) on construction fill materials desired for use within the pavement development dimensions.
- MCE Geotechnical Engineer/Geotechnical & CMT Specialist/Engineering Technician providing continuous observation and testing of Drilled Pier Foundations.
    - Drilled Pier drilling and installation observations for the bridges are anticipated to be completed in 15 working days, with MCE personnel conducting the following: on-site observation and verification of end-bearing materials, rebar inspections, report writing, and administrative fees. *Testing of the concrete is also included within the daily fee amount, along with report writing and administrative fees associated with the concrete testing.* This estimated price anticipates that up to 10 hours will be spent on-site per day.
- A Geotechnical Engineer/Engineering Technician spending one (1) hour onsite for the observation of reinforcing elements.
    - *Travel time, mileage, and report writing are factored into the unit trip amount.*
- A certified technician spending one (1) hour onsite for each cast-in-place concrete testing trip.
    - *MCE assumes that one (1) set of five (5) 4” x 8” cylinders being sampled for every 75 cubic yards (CY) of each day’s placement, followed by each additional 50 CY of placement or fraction thereof.*
    - *Travel time, mileage, and reporting fees are included in the per-trip amount for this service.*

Based on the referenced project scope and provided information, we anticipate that the duration of the project will be approximately nine (9) months. If this estimated duration is incorrect or if the assumptions detailed within this document are inaccurate, please allow us to make appropriate revisions.

The anticipated services and associated fees presented are intended to provide the project with a safe allowable budget for materials testing and special inspections. These services will be invoiced based on actual services provided (including time spent on site, number of tests, etc.) using our current fee sheet, which may be provided upon request.

From the assumptions and project details referenced above, the per-trip estimates and subtotals for each service anticipated to be required are provided below, and on the following pages.

Proof Roll and Subgrade Recommendations	$370.00 per trip estimate
Trail Subgrade	10 trips
Construction Entrance/Access Roads	4 trips
Retaining Wall Observations	2 trips
Estimated Subtotal	**$5,920.00**

Soil and Base Density Testing	$300.00 per trip estimate
Trail Subgrade	15 trips
Trail Base Course	12 trips
Retaining Wall Backfill	3 trips
Estimated Subtotal	**$9,000.00**

Laboratory Soil Sampling and Testing	
Standard Proctor Test (ASTM D698 or AASHTO T99)	2 tests @ $415.00 each
Estimated Subtotal	**$830.00**

Drilled Pier Observation and Testing	$1,300.00 per day
MCE anticipates a minimum of 20 drilled piers to be installed over a 20-day duration with personnel on-site to perform the following services: log drilling progress, observe encountered materials, inspect reinforcement, conduct concrete testing, and draft daily reports to track progress. This duration was reached through previous experience with rock drilling in the local geologic formation, and a provided total pier installation duration of 45-60 days. One (1) pier per day as estimated in this proposal is intended to be conservative and provide a safe allowance for project budgeting purposes based on the available information at this time. Travel time, reporting, and up to 10 hours on-site daily are included in the daily trip fee.	
Estimated Subtotal	**$26,000.00**

Reinforcing Bar Observation and Inspection	$375.00 per trip estimate
Thickened Trail Edge	2 trips
Bridge A – Abutments 1&2 – Seat & Backwall	4 trips
Bridge A – Pier Caps & Columns	8 trips
Bridge B – Abutments 1&2 – Seat & Wingwalls	4 trips
Bridge B – Cap Beams	2 trips
Bridge Decks	8 trips
Estimated Subtotal	**$10,500.00**

Cast-in-Place Concrete Field Testing	$365.00 per trip estimate
Trail Concrete Pavements	15 trips
Bridge A – Concrete Deck	4 trips
Bridge A – Abutment 1	2 trips
Bridge A – Abutment 2	2 trips
Bridge A – Pier Columns	4 trips
Bridge A – Pier Caps	6 trips
Bridge B – Abutment 1	2 trips
Bridge B – Abutment 2	2 trips
Bridge B – Cap Beams	2 trips
Bridge B – Concrete Deck	10 trips
Civil Site Features/ Utilities	5 trips
Estimated Subtotal	**$19,710.00**

Concrete Cylinder Pick-Up	$95.00 per trip estimate
A charge for concrete cylinder pick-up will only be applied in the event that it is the sole reason for the site visit on days when no other testing is scheduled. We have assumed that this will be required for all of the anticipated concrete trips. We have assumed that this will be required for all of the anticipated concrete trips.	
Estimated Subtotal	**$2,565.00**

Our fees are directly related to the number of trips made for each service and time spent on site and will be billed accordingly. If the project scope varies after the submittal of this document and prior to construction, please allow for the review/revision of this document. Assumptions of the required testing scope have been included by MCE that are noted to deviate from the available project specifications. Should these testing requirements be implemented, MCE requests the right to adjust estimated trip costs.

4.0 Closing Comments

We appreciate the opportunity to submit this Proposal for Construction Materials Testing Services and Special Inspections for the Wishing Spring Trail project in Bentonville, Arkansas. If this Proposal is acceptable, please sign the Work Authorization Agreement at the end of this document and return a copy to our office. If there are any questions regarding this Proposal, please do not hesitate to contact us.

Sincerely,



Steven J. Head, P.E.
Principal | Geotechnical Department Head



Marshall Roberson, E.I.
Geotechnical Specialist



Michael T. Scott, P.E.
Associate | Geotechnical Engineer | CMT Supervisor

5.0 Work Authorization Agreement

McClelland Consulting Engineers, Inc., is authorized to proceed in accordance with this Letter of Proposal, consisting of five (5) pages.

Signature	Title	Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC., IN THE AMOUNT OF SEVENTY-FOUR THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS ($74,525.00), FOR GEO-TECHNICAL SERVICES FOR THE WISHING SPRING TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, the Parks and Recreation Department requests approval to enter into an agreement with McClelland Consulting Engineers, Inc. for Geo-Technical Services for the Wishing Spring Trail Project;

WHEREAS, this firm was selected following the City's Purchasing Policy for professional services using the SOQ process; and

WHEREAS, this agreement is funded by a previously accepted grant from the Walton Family Foundation.

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 McClelland Consulting Engineers, Inc., for Geo-Technical Services for the Wishing Spring Trail Project, in the amount of seventy-four thousand five hundred twenty-five dollars ($74,525.00);

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

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

PASSED 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:	8/26/2025	**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 ☐ Appointment

Title, Recommendation & Justification

Title:	Resolution Awarding IFB-25-47 to Ground Zero Construction for the Wishing Spring Trail Project
Action Recommendation & Justification:	Resolution to award IFB-25-47 in the amount of $3,139,753.20 to Ground Zero Construction for the Wishing Spring Trail project. No budget adjustment is needed
Additional Comments for Consideration (Optional):	This is fully funded by the grant from the Walton Family Foundation. A budget adjustment was included in a prior agenda item. Ground Zero Construction was the lowest bidder for IFB-25-47.
Amount for Approval:	**$** 3,139,753.20

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

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

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Memo

To:	City Council Members and Mayor Orman
From:	Josh Stacey, Parks and Recreation Deputy Director
CC:	David Wright, Parks and Recreation Director
Date:	August 12, 2025
Re:	Bid Award to Ground Zero Construction for the Wishing Spring Trail project.

Bid Award in the amount of $3,139,753.20 to Ground Zero Construction for the Wishing Spring Trail project. Ground Zero was the low bid for the IFB-25-47 solicitation process.

After reviewing Ground Zero's credentials and experience, including work for the Bentonville Electric Department, and due to the fact that they were the lowest qualified bidder, Ground Zero was selected to complete the construction of the Wishing Spring Trail / Razorback Greenway Trail enhancement.

This new trail will reroute the current Wishing Spring Trail that has become compromised due to the erosion of McKissic Creek and will take the trail across the creek near the bike shops and businesses south of McNelly Rd. across a bridge and then move northward, going under McNelly Rd. moving up to the NE and then crossing the Little Sugar Creek on another large bridge to connect to the east side of Bella Vista Lake. The trail will then take you to the new playground, restrooms, parking, and war memorial and ultimately to Bella Vista. A map of the trail has been included in your packet for reference.

The new trail will run alongside the new streambank restoration being completed by WCRC along McKissic Creek just south of McNelly Rd. and under the bridge. This work is being finalized and may be completed by the time of this council meeting. The two bridges for this project have been procured by the Bentonville Trailblazers and are currently being fabricated. Ground Zero will be responsible for installing the bridges along with the trail construction.

This project requires a budget adjustment to appropriate funds. This is fully funded by the grant from the Walton Family Foundation.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/5/2025	Time of Bid Opening:	1:00 PM	IFB-25-47

Solicitation Title: Wishing Spring Trail

				Bidders:	Sullivan Contracting Services		Crossland Heavy Contractors		Mobley Contractors, Inc.		Milestone Construction Company		Ground Zero Construction	
Item #	Description	Unit	Quantity		Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
1	Mobilization, Staking, Bonding, & Insurance	LS	1		$ 830,810.06	$ 830,810.06	$ 298,189.00	$ 298,189.00	$ 241,556.16	$ 241,556.16	$ 53,685.60	$ 53,685.60	$ 39,517.00	$ 39,517.00
2	Root Pruning	LS	1		$ 3,685.50	$ 3,685.50	$ 20,000.00	$ 20,000.00	$ 11,753.70	$ 11,753.70	$ 18,365.00	$ 18,365.00	$ 10,000.00	$ 10,000.00
3	Vegetative Clearance (near bridge)	LS	1		$ 7,985.25	$ 7,985.25	$ 14,000.00	$ 14,000.00	$ 10,694.25	$ 10,694.25	$ 11,091.00	$ 11,091.00	$ 12,000.00	$ 12,000.00
4	Demolition	LS	1		$ 13,583.55	$ 13,583.55	$ 2,000.00	$ 2,000.00	$ 4,376.40	$ 4,376.40	$ 8,141.60	$ 8,141.60	$ 2,000.00	$ 2,000.00
5	Clearing & Grubbing	AC	2		$ 6,791.77	$ 13,583.54	$ 22,300.00	$ 44,600.00	$ 10,043.25	$ 20,086.50	$ 29,138.40	$ 58,276.80	$ 4,500.00	$ 9,000.00
6	Guy Wire Relocation	EA	5		$ 3,071.25	$ 15,356.25	$ 1,000.00	$ 5,000.00	$ 9,274.65	$ 46,373.25	$ 1,836.50	$ 9,182.50	$ 2,500.00	$ 12,500.00
7	Removal and Disposal of Sidewalk	SY	234		$ 8.35	$ 1,953.90	$ 22.00	$ 5,148.00	$ 18.38	$ 4,300.92	$ 34.90	$ 8,166.60	$ 10.00	$ 2,340.00
8	Remove and Disposal of Trees	EA	7		$ 345.50	$ 2,418.50	$ 976.00	$ 6,832.00	$ 2,760.45	$ 19,323.15	$ 3,218.70	$ 22,530.90	$ 1,500.00	$ 10,500.00
9	Removal of Signage	EA	1		$ 208.70	$ 208.70	$ 340.00	$ 340.00	$ 189.00	$ 189.00	$ 220.40	$ 220.40	$ 300.00	$ 300.00
10	Erosion Control Maintenance	LS	1		$ 13,974.30	$ 13,974.30	$ 13,660.00	$ 13,660.00	$ 41,286.00	$ 41,286.00	$ 8,599.50	$ 8,599.50	$ 2,500.00	$ 2,500.00
11	Construction Entrance	EA	4		$ 6,330.74	$ 25,322.96	$ 4,990.00	$ 19,960.00	$ 4,036.20	$ 16,144.80	$ 5,686.90	$ 22,747.60	$ 3,000.00	$ 12,000.00
12	Concrete Washout	LS	4		$ 1,525.17	$ 6,100.68	$ 600.00	$ 2,400.00	$ 903.53	$ 3,614.12	$ 794.60	$ 3,178.40	$ 750.00	$ 3,000.00
13	Straw Wattle	LF	2253		$ 10.86	$ 24,467.58	$ 5.00	$ 11,265.00	$ 1.58	$ 3,559.74	$ 6.80	$ 15,320.40	$ 4.00	$ 9,012.00
14	Silt Fence	LF	360		$ 5.22	$ 1,879.20	$ 7.00	$ 2,520.00	$ 4.20	$ 1,512.00	$ 5.40	$ 1,944.00	$ 5.50	$ 1,980.00
15	Tree Protection	LS	1		$ 6,543.74	$ 6,543.74	$ 2,770.00	$ 2,770.00	$ 2,377.20	$ 2,377.20	$ 3,060.80	$ 3,060.80	$ 4,000.00	$ 4,000.00
16	Coir (C-600) Erosion Control Fabric	SY	270		$ 5.96	$ 1,609.20	$ 36.00	$ 9,720.00	$ 28.88	$ 7,797.60	$ 14.50	$ 3,915.00	$ 4.00	$ 1,080.00

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/5/2025	Time of Bid Opening:	1:00 PM	IFB-25-47

Solicitation Title: Wishing Spring Trail

				Bidders:	Sullivan Contracting Services		Crossland Heavy Contractors		Mobley Contractors, Inc.		Milestone Construction Company		Ground Zero Construction	
Item #	Description	Unit	Quantity		Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
17	Native Seed Mix and Selective Riparian Plug Planting	SY	307		$ 23.37	$ 7,174.59	$ 61.00	$ 18,727.00	$ 55.65	$ 17,084.55	$ 55.90	$ 17,161.30	$ 30.00	$ 9,210.00
18	Temporary 24"x36" CMP	LF	40		$ 122.79	$ 4,911.60	$ 164.00	$ 6,560.00	$ 137.55	$ 5,502.00	$ 216.80	$ 8,672.00	$ 120.00	$ 4,800.00
19	Temporary 24"x36" CMP FES	EA	2		$ 1,973.63	$ 3,947.26	$ 1,595.00	$ 3,190.00	$ 651.53	$ 1,303.06	$ 1,158.20	$ 2,316.40	$ 850.00	$ 1,700.00
20	MUTCD W1-1L "Sharp Turn"	EA	2		$ 307.13	$ 614.26	$ 325.00	$ 650.00	$ 310.28	$ 620.56	$ 336.70	$ 673.40	$ 289.00	$ 578.00
21	MUTCD W16-9P 24"x12" (Ahead Sign)	EA	2		$ 307.13	$ 614.26	$ 325.00	$ 650.00	$ 310.28	$ 620.56	$ 336.70	$ 673.40	$ 289.00	$ 578.00
22	MUTCD R9-9 "Sidewalk Closed"	EA	4		$ 307.13	$ 1,228.52	$ 325.00	$ 1,300.00	$ 310.28	$ 1,241.12	$ 397.90	$ 1,591.60	$ 289.00	$ 1,156.00
23	MUTCD M4-9 Trail Detour Sign w/ Arrow	EA	4		$ 307.13	$ 1,228.52	$ 325.00	$ 1,300.00	$ 310.28	$ 1,241.12	$ 397.90	$ 1,591.60	$ 289.00	$ 1,156.00
24	MUTCD W5-4A Path Narrows Sign	EA	2		$ 245.70	$ 491.40	$ 260.00	$ 520.00	$ 260.40	$ 520.80	$ 397.90	$ 795.80	$ 289.00	$ 578.00
25	MUTCD W12-2 Maximum Clearance Sign	EA	2		$ 245.70	$ 491.40	$ 260.00	$ 520.00	$ 247.80	$ 495.60	$ 397.90	$ 795.80	$ 289.00	$ 578.00
26	Stream Excavation For No Rise	CY	89		$ 71.58	$ 6,370.62	$ 63.00	$ 5,607.00	$ 99.75	$ 8,877.75	$ 78.90	$ 7,022.10	$ 100.00	$ 8,900.00
27	18" RCP	LF	110		$ 203.26	$ 22,358.60	$ 161.50	$ 17,765.00	$ 93.45	$ 10,279.50	$ 97.00	$ 10,670.00	$ 90.00	$ 9,900.00
28	18" RCP Flared End Section	EA	4		$ 2,144.52	$ 8,578.08	$ 1,135.00	$ 4,540.00	$ 1,239.00	$ 4,956.00	$ 655.10	$ 2,620.40	$ 800.00	$ 3,200.00
29	Brown Rip Rap D50 = 8"	SY	295		$ 62.94	$ 18,567.30	$ 117.00	$ 34,515.00	$ 83.48	$ 24,626.60	$ 107.20	$ 31,624.00	$ 128.00	$ 37,760.00
30	Rip Rap D50 = 6"	SY	18		$ 66.82	$ 1,202.76	$ 250.00	$ 4,500.00	$ 89.78	$ 1,616.04	$ 69.80	$ 1,256.40	$ 64.00	$ 1,152.00
31	Undercut and Haul Off Unsuitable Materials	CY	260		$ 39.90	$ 10,374.00	$ 26.00	$ 6,760.00	$ 77.18	$ 20,066.80	$ 18.40	$ 4,784.00	$ 25.00	$ 6,500.00
32	Structural Fill	CY	310		$ 30.10	$ 9,331.00	$ 30.00	$ 9,300.00	$ 24.15	$ 7,486.50	$ 28.30	$ 8,773.00	$ 30.00	$ 9,300.00

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/5/2025	Time of Bid Opening:	1:00 PM	IFB-25-47

Solicitation Title: Wishing Spring Trail

				Bidders:	Sullivan Contracting Services		Crossland Heavy Contractors		Mobley Contractors, Inc.		Milestone Construction Company		Ground Zero Construction	
Item #	Description	Unit	Quantity		Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
33	General Cut Unclassified Excavation	CY	1508		$ 35.57	$ 53,639.56	$ 21.00	$ 31,668.00	$ 59.33	$ 89,469.64	$ 16.60	$ 25,032.80	$ 20.00	$ 30,160.00
34	General Fill Compacted Embankment	CY	355		$ 100.41	$ 35,645.55	$ 8.00	$ 2,840.00	$ 56.18	$ 19,943.90	$ 12.00	$ 4,260.00	$ 22.00	$ 7,810.00
35	Set 90' Bridge Sections	EA	1		$ 270,613.98	$ 270,613.98	$ 349,650.00	$ 349,650.00	$ 69,985.63	$ 69,985.63	$ 202,656.40	$ 202,656.40	$ 275,000.00	$ 275,000.00
36	Set 217.5' Bridge Sections	EA	1		$ 639,112.38	$ 639,112.38	$ 425,780.00	$ 425,780.00	$ 136,963.92	$ 136,963.92	$ 631,627.10	$ 631,627.10	$ 340,000.00	$ 340,000.00
37	Set 185' Bridge Sections	EA	1		$ 260,961.04	$ 260,961.04	$ 407,360.00	$ 407,360.00	$ 82,910.80	$ 82,910.80	$ 580,250.90	$ 580,250.90	$ 177,000.00	$ 177,000.00
38	Bridge Abutments	EA	4		$ 85,995.00	$ 343,980.00	$ 56,692.50	$ 226,770.00	$ 80,347.94	$ 321,391.76	$ 31,419.30	$ 125,677.20	$ 51,900.00	$ 207,600.00
39	Bridge Pier	EA	12		$ 79,852.50	$ 958,230.00	$ 56,663.75	$ 679,965.00	$ 61,910.46	$ 742,925.52	$ 59,707.90	$ 716,494.80	$ 68,450.00	$ 821,400.00
40	Elevated Trail (Bridge Deck)	LF	493		$ 153.05	$ 75,453.65	$ 630.64	$ 310,905.52	$ 1,212.87	$ 597,944.91	$ 124.50	$ 61,378.50	$ 430.00	$ 211,990.00
41	3-Rail Wood Fencing	LF	141		$ 74.45	$ 10,497.45	$ 155.00	$ 21,855.00	$ 154.88	$ 21,838.08	$ 73.50	$ 10,363.50	$ 91.53	$ 12,905.73
42	Metal Bridge Hand Railing (H1)	LF	91		$ 792.64	$ 72,130.24	$ 400.00	$ 36,400.00	$ 185.85	$ 16,912.35	$ 67.40	$ 6,133.40	$ 202.13	$ 18,393.83
43	Segmental Block Retaining Wall	SFF	1250		$ 48.18	$ 60,225.00	$ 47.50	$ 59,375.00	$ 68.25	$ 85,312.50	$ 43.70	$ 54,625.00	$ 41.50	$ 51,875.00
44	6" Concrete Trail	SY	2756		$ 100.66	$ 277,418.96	$ 80.50	$ 221,858.00	$ 80.85	$ 222,822.60	$ 95.50	$ 263,198.00	$ 80.00	$ 220,480.00
45	4" Aggregate Base Course for Concrete Trail	SY	2756		$ 8.96	$ 24,693.76	$ 13.75	$ 37,895.00	$ 9.98	$ 27,504.88	$ 10.00	$ 27,560.00	$ 17.00	$ 46,852.00
46	Permanent Seeding (Hydroseed)	AC	4		$ 9,961.54	$ 39,846.16	$ 5,810.00	$ 23,240.00	$ 5,402.25	$ 21,609.00	$ 5,333.10	$ 21,332.40	$ 1,500.00	$ 6,000.00
47	4" Top Soil	CY	2165		$ 60.90	$ 131,848.50	$ 60.00	$ 129,900.00	$ 33.60	$ 72,744.00	$ 42.90	$ 92,878.50	$ 30.00	$ 64,950.00
48	4" Solid Yellow Paint Trail Striping	LF	1033		$ 3.69	$ 3,811.77	$ 4.00	$ 4,132.00	$ 3.68	$ 3,801.44	$ 1.00	$ 1,033.00	$ 3.45	$ 3,563.85

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	6/5/2025	Time of Bid Opening:	1:00 PM	IFB-25-47

Solicitation Title: Wishing Spring Trail

				Bidders:	Sullivan Contracting Services		Crossland Heavy Contractors		Mobley Contractors, Inc.		Milestone Construction Company		Ground Zero Construction	
Item #	Description	Unit	Quantity		Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price	Unit Cost	Extended Price
49	4" Dashed Yellow Paint Trail Striping	LF	396		$ 2.46	$ 974.16	$ 2.75	$ 1,089.00	$ 3.68	$ 1,457.28	$ 1.00	$ 396.00	$ 2.31	$ 914.76
50	8' Wide Gravel Detour Trail	SY	170		$ 11.19	$ 1,902.30	$ 24.00	$ 4,080.00	$ 33.60	$ 5,712.00	$ 1.00	$ 170.00	$ 15.00	$ 2,550.00
51	Sign Bases	EA	5		$ 245.70	$ 1,228.50	$ 260.00	$ 1,300.00	$ 247.80	$ 1,239.00	$ 306.10	$ 1,530.50	$ 400.00	$ 2,000.00
	SUBTOTAL OF BID PRICE					**$ 4,329,180.04**		**$ 3,550,870.52**		**$ 3,083,972.56**		**$ 3,176,045.30**		**$ 2,730,220.17**
52	15% Contingency	LS			**$ 649,377.01**		**$ 532,630.58**		**$ 462,595.88**		**$ 476,406.80**		**$ 409,533.03**	
Total Bid Price					$4,953,756.84		$4,083,501.10		$3,546,568.44		$3,652,452.10		$3,139,753.20	
					**Total Bid Price was corrected during bid evaluation.*		**Total Bid Price was corrected during bid evaluation.*		**Total Bid Price was corrected during bid evaluation.*		**Total Bid Price was corrected during bid evaluation.*		**Total Bid Price was corrected during bid evaluation.*	

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

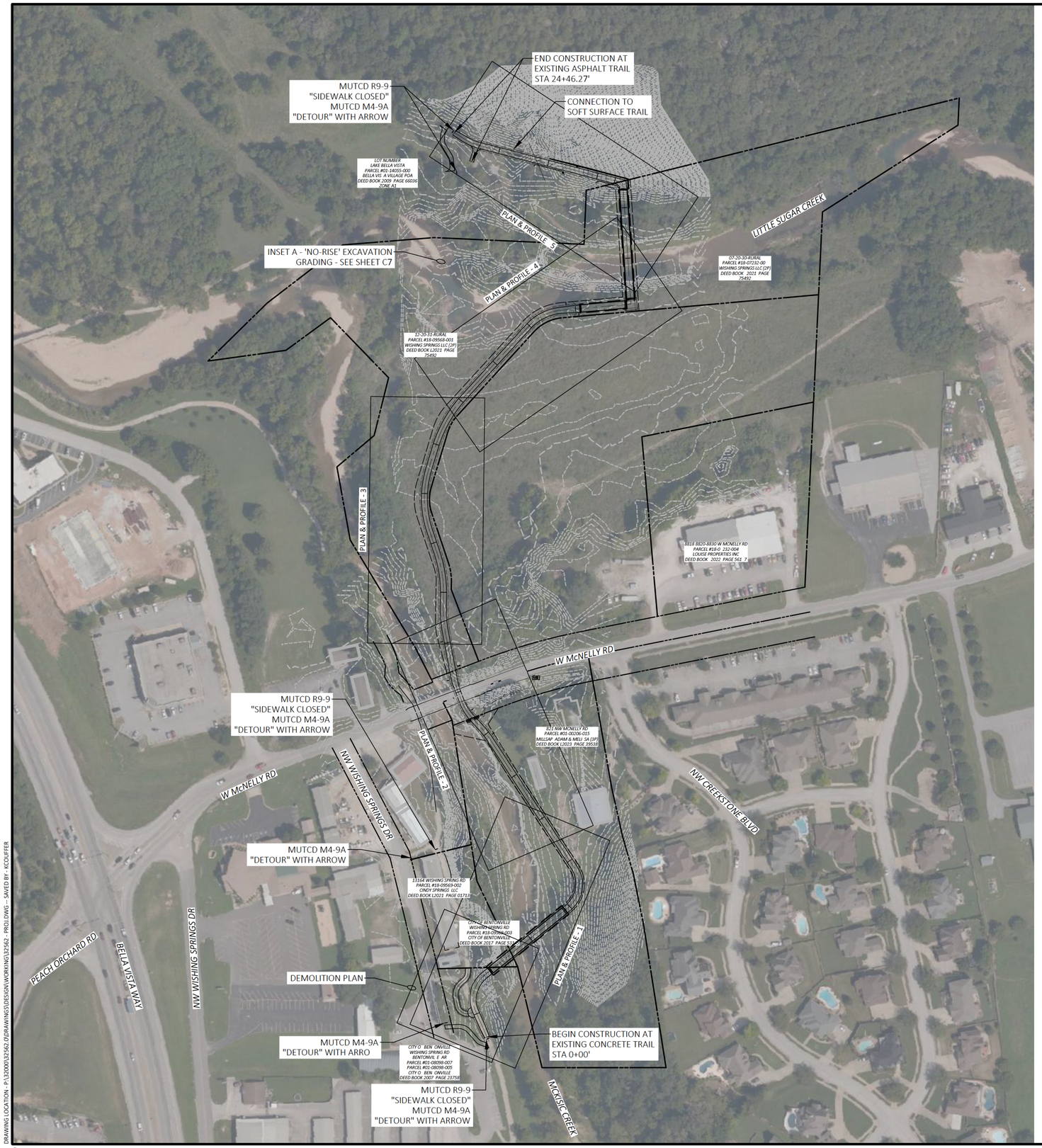
TABULATION VERIFICATION

X [redacted]

Purchasing and Compliance Specialist

X [redacted]

Kelsi Frederick
Purchasing and Compliance Manager



SITE BENCHMARK

SITE BENCHMARK
CP 40000 S/B CEICAP 1025.73
CP 40001 S/B CEICAP 1025.32
APPROXIMATELY 360' NORTH OF HE INTERSECTION OF W McNELLY RD AND NW CREEKSTONE BLVD

N

0 100' 150' 200'
SCALE IN FEET

811 Know what's **below.** **Call** before you dig.

EXISTING LEGEND

	BOUNDARY LINE		FOUND REBAR (AS NOTED)
	BREAKLINES		FOUND COTTON SPINDLE
	CENTERLINE		DMH
	EDGE OF WATER		FIRE HYDRANT
	FENCE (CHAINLINK)		WATER METER
	FLOOD ZONE		GUY WIRE
FOC	FIBER OPTIC CABLE LINE		UTILITY POLE
OHE	OVERHEAD ELECTRIC LINE		TELEPHONE RISER
	RIGHT-OF-WAY LINE		FIBER OPTIC VAULT
	STORM DRAINAGE PIPES		RISER CABLE TV
W	WATER LINE		SIGN
	MINOR CONTOUR LINE		DECIDUOUS TREE
	MAJOR CONTOUR LINE		EVERGREEN TREE

SITE BENCHMARK

CP 40000	CP 40001
5/8 CEICAP	5/8 CEICAP
N 768649.5727'	N 768638.5374'
E 659245.93'	E 659237.8885'
ELEV. 1025.73'	ELEV. 1026.32'

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
3108 SW REGENCY PKWY
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

90% PRELIMINARY
NOT FOR CONSTRUCTION

WISHING SPRINGS TRAIL
CITY OF BENTONVILLE
NW WISHING SPRINGS DRIVE
BENTONVILLE, ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
[redacted]
03/14/2025

PROFESSIONAL OF RECORD	ADS
PROJECT MANAGER	SEB
DESIGNER	RCW
CEI PROJECT NUMBER	32562
DATE	3/13/2025
REVISION	REV-3

OVERALL PLAN

SHEET TITLE

SHEET NUMBER
C2

DRAWING LOCATION - P:\32000\32562.00\DRAWINGS\DESIGN\WORKING\32562 - PROJ.DWG -- SAVED BY - KCOUFFER

© 2025 CEI ENGINEERING ASSOCIATES, INC.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GROUND ZERO CONSTRUCTION, IN THE AMOUNT OF THREE MILLION ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS AND TWENTY CENTS ($3,139,753.20), FOR CONSTRUCTION ON THE WISHING SPRING TRAIL PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, trail construction is needed on the Wishing Spring Trail Project;

WHEREAS, Ground Zero Construction was the lowest qualified bidder for IFB 25-47; and

WHEREAS, this agreement will be funded by the previously approved grant from the Walton Family Foundation.

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 Ground Zero Construction, for trail construction on the Wishing Spring Trail Project, in the amount of three million one hundred thirty-nine thousand seven hundred fifty-three dollars and twenty cents ($3,139,753.20);

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 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:	8/26/2025	**Submitted By:**	Donald Schmidt
Phone:	(479) 271-3140	**For Department(s):**	Water Utilities - Water
Email:	dschmidt@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 Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement
Action Recommendation & Justification:	Staff requests a Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc, increasing the amount by $500,000.00. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	This was not budgeted for 2025 but was identified as a need late 2024 due to the increased failure rate of water service lines exceeding our existing staff and current Water/Sewer IDIQ contractor's ability to meet demand. The original contract was approved by City Council on 11/12/2024 and was previously amended on 1/14/2025, 4/22/2025, and 6/10/2025. The contractor exceeds production expectations and is helping to reduce water loss with every service line that is replaced.
Amount for Approval:	$ 500,000.00

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
503020-44450	Pub Works by Proj Maint	$ 500,000.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

This contract amendment will be funded by Utility Fund Reserves.

CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the "Amendment"), dated _August 26, 2025_ is made by the City of Bentonville, Arkansas ("City") and Calcon, Inc. ("Contractor"), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the "Agreement").

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed $500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed $1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 22, 2025, in an amount not to exceed $1,500,000.00 per year for each contract awarded.
4. The Third Contract Amendment was approved by City Council on June 10, 2025, in an amount not to exceed $2,000,000.00 per year for each contract awarded.

5. The Agreement is Amended as follows:

6. The estimated total of payments for the contract is estimated to be $2,500,000.00 per contract term.

7. This Amendment shall be effective immediately when fully executed.

8. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:_____
Stephanie Orman, Mayor

DATE:_____

Company Name:_____

BY:_____

Name(printed):_____

DATE:_____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH CALCON, INC., INCREASING THE CONTRACT AMOUNT BY FIVE-HUNDRED THOUSAND DOLLARS ($500,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, The City of Bentonville has entered into a contract with Calcon, Inc. dated November 20, 2024, which has previously been amended three times previously;

WHEREAS, the need has arisen to amend the contract for a fourth time to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Calcon, Inc. for additional services, increasing the contract amount by five hundred thousand dollars ($500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars ($500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project 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 and APPROVED 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:	8/12/2025	**Submitted By:**	Mayor Stephanie Orman
Phone:	(479) 271-5966	**For Department(s):**	Administration
Email:	mayor_assistant@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:	"Months of Summer Meals" Proclamation
Action Recommendation & Justification:	Proclamation declaring the Summer of 2025 as the "Months of Summer Meals" in the City of Bentonville, Arkansas.
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)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

PROCLAMATION

WHEREAS: Summer is the hungriest time of the year for many children when families struggle to make up for lost school meals and food insecurity tends to increase; and

WHEREAS: Feeding America estimates that one in five people in the state of Arkansas faces hunger, and one in four of those are children; and

WHEREAS: The Bentonville Public Library has partnered with Aramark and Bentonville Public Schools for the 7th year to address food insecurity in our community; and

WHEREAS: The Summer Feeding Program serves meals to everyone 18 years and younger over eight weeks in the summer; and

WHEREAS: Aramark served 13,841 meals to children in the summer of 2025 and almost 60,000 meals since 2019 to address food insecurity.

NOW, THEREFORE, I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the Summer of 2025 the **"Months of Summer Meals"** in the City of Bentonville, Arkansas, in recognition of the commitment of the Bentonville Public Library and Aramark to provide local children with nutritious meals and in support of No Kid Hungry. I encourage all residents of the City of Bentonville to engage with the very real and continuing issue of hunger in our community by donating to or volunteering at one of our many community food banks.

Given this 26th day of August 2025, in Bentonville, in the great State of Arkansas, in the United States of America.

[redacted]

Stephanie Orman, Mayor
City of Bentonville



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Hearing to Authorize the Issuance of 2025 Bonds
Action Recommendation & Justification:	Public hearing authorizing the issuance of a revenue bond in the amount of $55,000,000.00 for the purpose of financing capital improvements to the downtown wastewater facility and the sale of the bond to the Arkansas Development Finance Authority as part of the State Clean Water Revolving Loan Fund Program. An ordinance will be forthcoming at a future meeting.
Additional Comments for Consideration (Optional):	Interest only will be paid during the construction period. Thereafter, principal and interest will be paid in amortized installments over an approximately 20 year period. The effective interest rate is 4.00%. The bond is secured by a pledge of water, sewer, and electric revenues.
Amount for Approval:	**$** 55,000,000.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

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 Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**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:	Public Hearing and Ordinance Vacating a Utility Easement (VAC25-0024)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Utility Easement Vacation located at Lot 14 of Kensington Subdivision Phase 1 (VAC25-0024).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

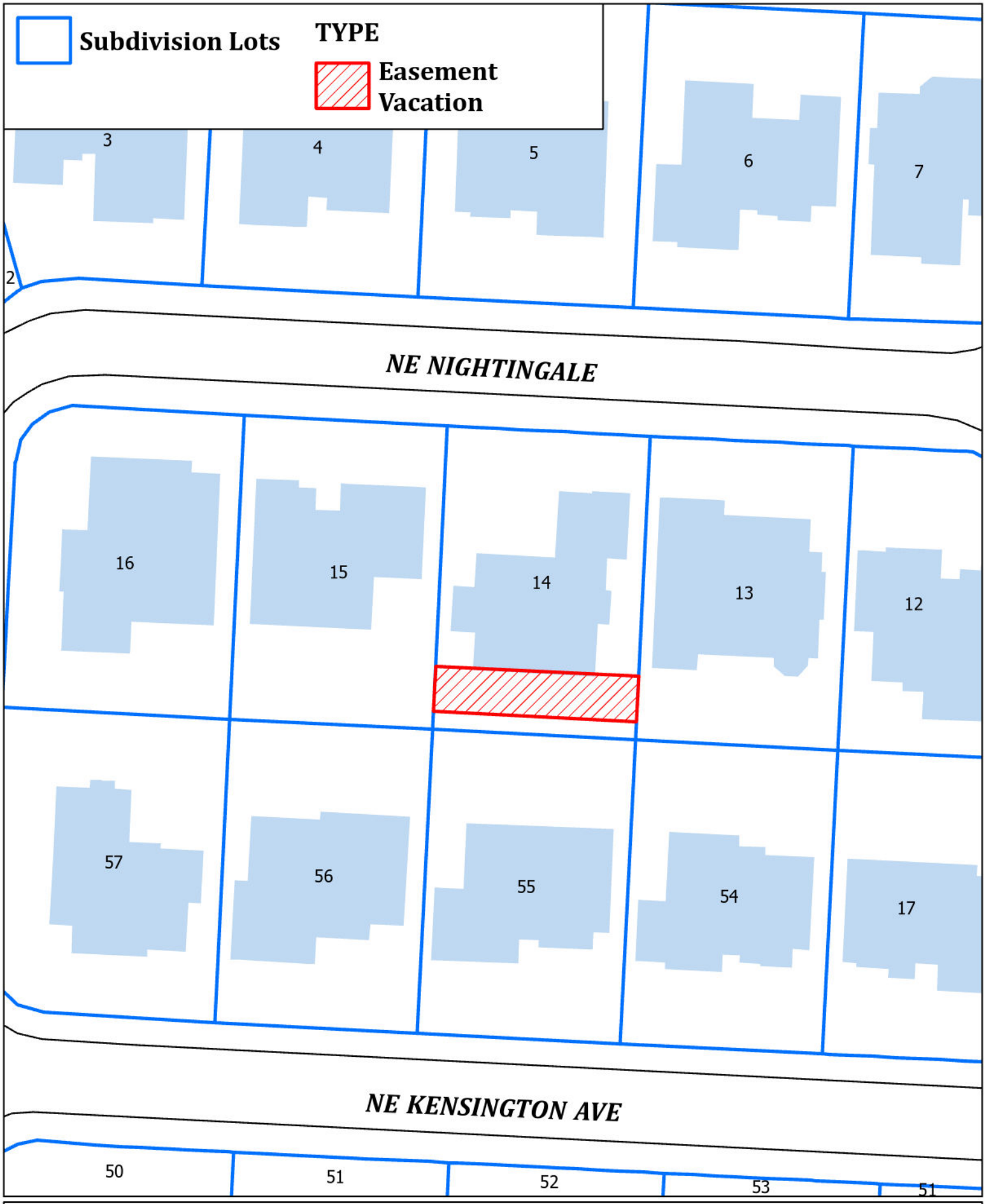
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



VAC25-0024
Proposed Easement Vacation
3904 NE Nightingale

ORDINANCE NO_____

AN ORDINANCE VACATING A UTILITY EASEMENT LOCATED AT LOT 14 of KENSINGTON SUBDIVISION PHASE 1 OF THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0024)

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

Vacate a 25' Utility Easement squarely off the South Side of Lot 14 of Kensington Subdivision Phase 1 Lots 1-51 as shown on Plat Record Book P4 Page 54. LESS AND EXCEPT the South 7' squarely off the South Side of said Lot 14.

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

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

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

Vacate a 25' Utility Easement squarely off the South Side of Lot 14 of Kensington Subdivision Phase 1 Lots 1-51 as shown on Plat Record Book P4 Page 54. LESS AND EXCEPT the South 7' squarely off the South Side of said Lot 14.

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

The above and foregoing ordinance was passed, approved, and adopted the _____ day of _____, 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:	8/26/2025	**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:	Public Hearing and Ordinance Vacating a Street Right of Way (VAC25-0025)
Action Recommendation & Justification:	Public Hearing and approval of an Ordinance vacating a Street Right of Way located at parcel 01-00747-000, 803 SE J Street of the Walmart Campus (VAC25-0025).
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

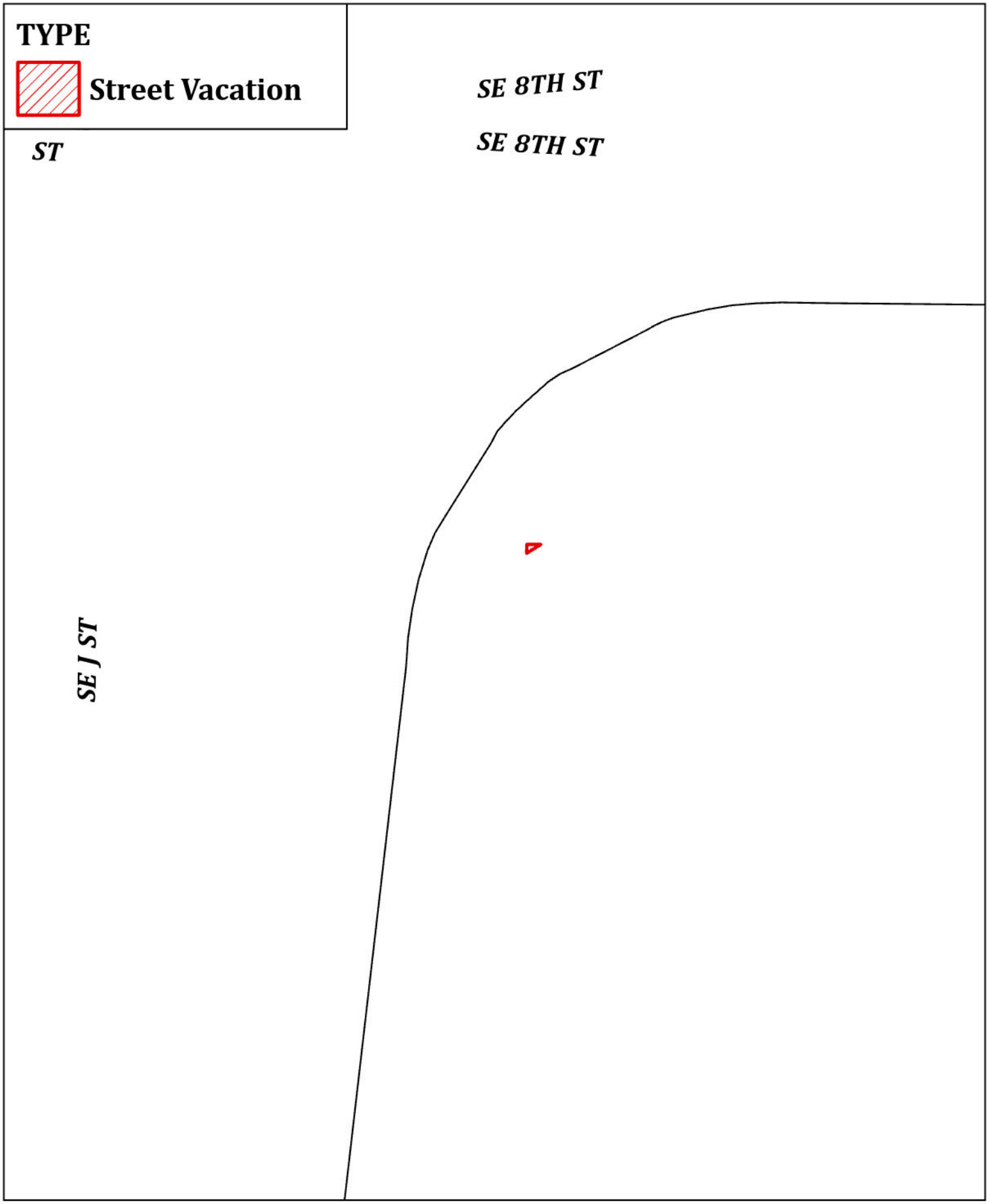
Is this Item Budgeted? ☐ **YES** ☐ **NO** ☐ **ITEM HAS NO COST** ☐ **OTHER:**_____

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):



VAC25-0025
Proposed ROW Vacation
Corner of SE 8th St and SE J St

ORDINANCE NO_____

AN ORDINANCE VACATING RIGHT OF WAY LOCATED AT PARCEL 01-00747-000, 803 SE J STREET OF WALMART CAMPUS, THE CITY OF BENTONVILLE, ARKANSAS, BENTON COUNTY ARKANSAS (VAC25-0025)

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

A tract of land situated in the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, being portions of the Right-of-Way of Southeast 8th Street and Southeast J Street and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar with cap LS1618 found on the West Line of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959;
THENCE along the West Line of said Lot 15, North 02°10'27" East, 260.97 feet to the POINT OF BEGINNING;
THENCE departing said West Line, North 02°10'27" East, 1.43 feet;
THENCE South 87°50'25" East, 2.27 feet;
THENCE South 60°02'17" West, 2.69 feet to the POINT OF BEGINNING containing 2 square feet, more or less..

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

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

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

A tract of land situated in the Southeast Quarter (SE1/4) of Section 32, Township 20 North, Range 30 West, Benton County, Arkansas, being portions of the Right-of-Way of Southeast 8th Street and Southeast J Street and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar with cap LS1618 found on the West Line of Lot 15, Shady Grove Subdivision per Plat Book 2005, Page 959;
THENCE along the West Line of said Lot 15, North 02°10'27" East, 260.97 feet to the POINT OF BEGINNING;
THENCE departing said West Line, North 02°10'27" East, 1.43 feet;

THENCE South 87°50'25" East, 2.27 feet;
THENCE South 60°02'17" West, 2.69 feet to the POINT OF BEGINNING containing 2 square feet, more or less..

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

The above and foregoing ordinance was passed, approved, and adopted the _____ day of _____, 2025 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

_____	_____
Malorie Marrs, City Clerk	**Stephanie Orman, Mayor**
Bentonville, Arkansas	**City of Bentonville, Arkansas**

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-3122	**For Department(s):**	Comprehensive Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Art Advisory Committee Appointment of Sara Asplund
Action Recommendation & Justification:	Appointment of Sara Asplund to Position 3 on the Public Art Advisory Committee (PAAC) to fill the unexpired term of Chad Nicholson who has resigned due to relocation outside of Bentonville. This term ends on 12/31/2025. At that time, Asplund will be eligible to request reappointment for a full three-year term. Memo and committee application attached.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 0

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

MEMO

To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: August 26, 2025
Re: Appointment of Sara Asplund to the Public Arts Advisory Committee

I recommend Sara Asplund for appointment to Position 3 on the Public Art Advisory Committee (PAAC) to fill the unexpired term of Chad Nicholson who has resigned due to relocation outside of Bentonville. This term ends on 12/31/2025. At that time, Asplund will be eligible to request reappointment for a full three-year term.

SO

Stephanie Orman, Mayor

RECEIVED 10/30/24

Boards and Commissions Application Form

Applicant Information	
First Name	Sara
Last Name	Asplund
Address	[redacted]
City	BENTONVILLE
State	Arkansas
Zip Code	72712
Home / Cell Phone	[redacted]
Email Address	[redacted]
Length of Bentonville Residency	34 years (minus 2 years in Bella Vista)
Employer	Bentonville Public Schools
Occupation	art teacher
Business Phone	[redacted]

(Section Break)

References
Please provide 2 references

Name	Aaron Lawson
Email Address	[redacted]
Address	[redacted]
City	BENTONVILLE
State	Arkansas
Zip Code	72712

Phone Number	[redacted]
Name	Tiffany Snodgrass
Email Address	[redacted]
Address	[redacted].
City	Bentonville
State	AR
Zip Code	72712
Phone Number	[redacted]
Fax Number	*Field not completed.*

(Section Break)

Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Public Art Advisory Committee
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am the art teacher at Apple Glen Elementary here in Bentonville, where I have been for 13 years. I teach all students K-4. Art and teaching are my passions and I truly believe I have a dream job. Before switching to become an art teacher, I took 2 years of various art classes at the University of Arkansas working towards a Graphic Design degree. Not only do I love teaching art, but I love getting my students excited about the art and artists here in our town. I am on the leadership team here at Apple Glen, and have also completed 2 years of training with the Arkansas Leadership Academy out of Little Rock.
2. Why would you like to be considered for appointment to this commission or board?	I am 41 years old, and grew up here in Bentonville. My love for this town is big, and I truly love how art-centered our city has become. Seeing new murals and sculptures pop up bring me so much joy, and I am always quick to come to school and tell my students what I've seen and encourage them to get out and see the art for themselves. I would like to be considered for this

	because I have been wanting to serve/give back to my city for quite awhile now and have been eyeing different committees/boards when posted, trying to find a place I could fit in. When I saw this on Facebook, I immediately knew this is it! I love art, I love Bentonville, and I love collaborating with others. This couldn't be more perfect for me.
3. What do you hope to be able to contribute?	I hope to help build/grow our city/school connection and find ways to get students involved and/or excited about art. I'd also like to find a way to bring more resources into our schools about our local art and artists. I am always on our trails and always checking out new installations, murals, etc. and have a great eye for all things art. I love to collaborate and bounce ideas off others and LOVE seeing visions come to life.

(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	Sara Asplund
Date	10/30/2024

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@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 Waive Competitive Bidding to Order 3-Phase Transformers
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase 3-Phase transformers from AECI, per the unit prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $54,360.00
Amount for Approval:	**$** 54,360.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 3-Phase Transformers

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Arkansas Electric Cooperative, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Quote (attached hereto as **Exhibit B**) to the City's Invitation for Quotes, for the purchase and delivery of 3-Phase Transformers, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Timeline:

1. Order for 3-Phase Transformers per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within fourteen (14) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. **Owner's (City's) Contingency:** Not applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: $54,360.00 (fifty-four thousand three hundred sixty dollars and zero cents), plus applicable taxes to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

[This space has been intentionally left blank]

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

1) Workers' Compensation:
    a. State: Statutory
    b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Benton County Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract**.**

[Signature Page Follows]

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

_____(effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

**By signing this Contract, Signor attests that they are authorized to bind this Company to this Contract.*

Name (*printed*):_____

Title:_____

Arkansas Electric Cooperative, Inc.

Address:_____

_____

_____

Date:_____

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of Three Phase Pad-Mount Distribution Transformers. The Contractor will be responsible for supply Three Phase Pad-Mount Distribution Transformers. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 12-14 Weeks

Estimated quantity to be ordered: 4

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

City of Bentonville Electric Utilities Department

Three Phase Pad-Mount Distribution Transformers

Quote Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each AECI	Extended Cost	Lead Time (Weeks)	Price Each Techline
1	2011	150	120/208	4	$13,590.00	$54,360.00	12-14 weeks	$21,303.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF 3-PHASE TRANSFORMERS, PER THE UNIT PRICES, IN THE ESTIMATED AMOUNT OF FIFTY-FOUR THOUSAND THREE-HUNDRED SIXTY DOLLARS ($54,360.00); AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase 3-Phase Transformers;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, no budget adjustment is needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of 3-Phase Transformers in the estimated amount of Fifty-Four Thousand Three-Hundred Sixty Dollars ($54,360.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the 3-Phase Transformers.

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:

_____
Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Inventory Warehouse
Email:	tmatlock@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 Waive Competitive Bidding to Order Single Phase Transformers
Action Recommendation & Justification:	Ordinance to waive competitive bidding to purchase single phase transformers from AECI, per the unit prices and estimated quantities attached, plus applicable taxes. Due to market volatility and lead times related to these products, it would be neither practical or feasible to solicit competitive bids. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Award is based on the low responsive quote per line item, for estimated totals: AECI in the estimated amount of $135,710.00
Amount for Approval:	**$** 135,710.00

Budget Impact

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

Budget Adjustment *(to be completed by Finance when applicable)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):_____

Budget Impact Notes for Consideration (Optional):

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: Single Phase Transformers

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Arkansas Electric Cooperative, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Quote (attached hereto as **Exhibit B**) to the City's Invitation for Quotes, for the purchase and delivery of Single-Phase Transformers, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____. The primary contact for the City shall be the City of Bentonville Electric Utilities Director, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be one (1) year, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Service Timeline:

1. Order for Single-Phase Transformers per the unit prices attached herein, shall be placed by Contractor immediately following Purchase Order received from the City.
2. Contractor shall deliver the order to the City within fourteen (14) weeks from the date of the order being placed.

c. Any changes to the Term of this Contract or to the Service Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. **Owner's (City's) Contingency:** Not applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the unit price as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Services: $135,710.00 (one hundred thirty-five thousand seven hundred ten dollars and zero cents), plus applicable taxes to perform the work to 100% completion.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed or materials stored on site) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's reasonable satisfaction.

[This space has been intentionally left blank]

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

[This space has been intentionally left blank]

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

1) Workers' Compensation:
    a. State: Statutory
    b. Applicable Federal: Statutory
2) Comprehensive or Commercial General Liability: $1,000,000.00 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

[This space has been intentionally left blank]

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the Benton County Circuit Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract**.**

[Signature Page Follows]

SIGNATURE PAGE

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

The Parties hereto have caused this Contract to be executed this

_____(effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____

Stephanie Orman, Mayor

By: _____

(Signature)

**By signing this Contract, Signor attests that they are authorized to bind this Company to this Contract.*

Name (*printed*):_____

Title:_____

Arkansas Electric Cooperative, Inc.

Address:_____

_____

_____

Date:_____

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SCOPE OF WORK

The purchase and delivery of Single Phase Pad-Mount Distribution Transformers. The Contractor will be responsible for supply Single Phase Pad-Mount Distribution Transformers. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28th Street Bentonville, AR 72712

Lead time: 12-14 Weeks

Administrative Services
Purchasing and Compliance Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

EXHIBIT B

QUOTE FORM

City of Bentonville Electric Utilities Department

Single Phase Pad-Mount Distribution Transformers

Quote Form

Line Item Number	BEUD Inventory Part Number	KVA	Voltage	QTY	Price Each AECI	EXT Price	Lead time	Price Each Irby	Price Each Techline
1	2043	75	240/120	10	$4,772.00	$47,720.00	12-14 weeks	$4,947.00	$5,223.00
2	2005	100	240/120	15	$5,866.00	$87,990.00	12-14 weeks	$5,312.00	$5,607.00
				TOTAL BID PRICE		$135,710.00			

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH AECI FOR THE PURCHASE OF SINGLE PHASE TRANSFORMERS, PER THE UNIT PRICES, IN THE ESTIMATED AMOUNT OF ONE-HUNDRED THIRTY-FIVE THOUSAND SEVEN-HUNDRED TEN DOLLARS ($135,710.00); AND FOR OTHER PURPOSES.

WHEREAS, the Inventory Warehouse Department needs to purchase Single Phase Transformers;

WHEREAS, market volatility and lead times related to these products make it impractical and unfeasible to solicit competitive bids; and

WHEREAS, no budget adjustment is needed to fund this purchase.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with AECI, per the unit prices, for the purchase of Single Phase Transformers in the estimated amount of One-Hundred Thirty-Five Thousand Seven-Hundred Ten Dollars ($135,710.00).

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of the Single Phase Transformers.

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:

_____
Malorie Marrs, CITY CLERK

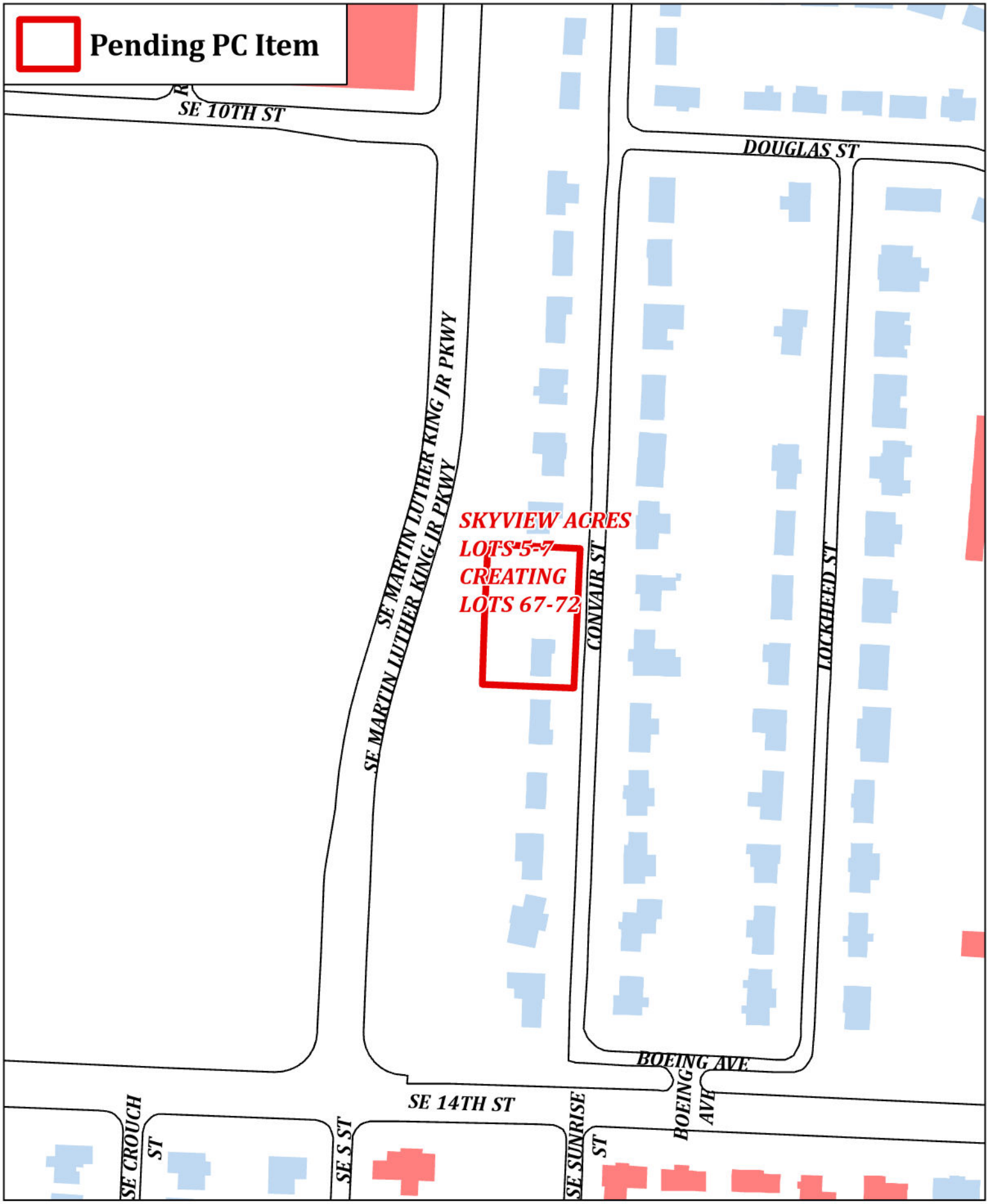
Consent Agenda Item

For the City Council meeting on August 26, 2025

Details

Lot Split of Lot 7 and the South 5.5 feet of Lot 8, creating new Lots 67 and 68 of Skyview Acres. 1202 Convair Street, R-2, Medium Density Two Family and Town home Residential, LS25-0008

A lot split of Lot 7 and the South 5.5 feet of Lot 8, creating new Lots 67 and 68 of Skyview Acres. The plat is dedicating 131.9 square feet of street right of way along Convair Street. The lots have direct access to Convair Street.



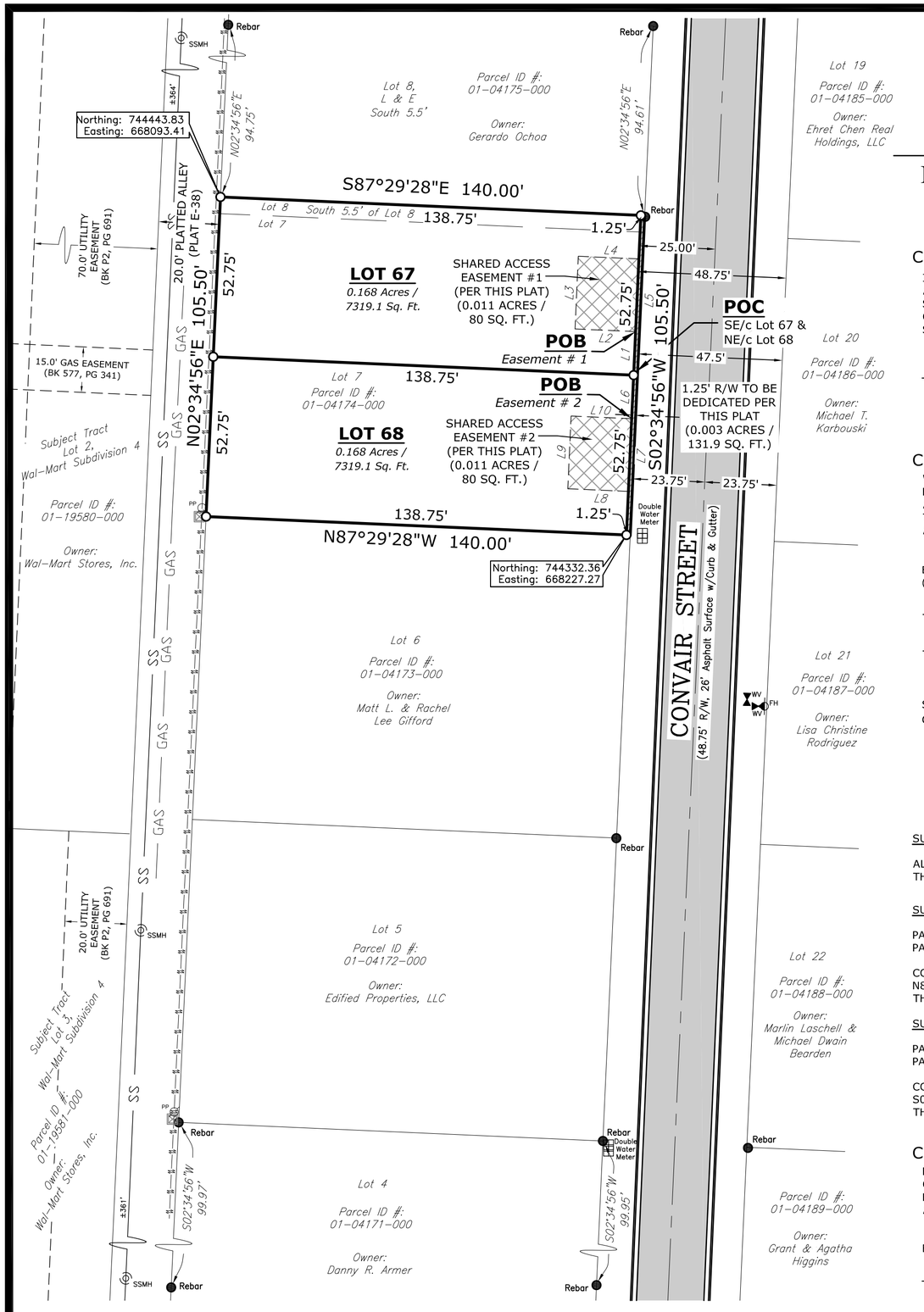
N
W E
S

LS25-0008
Lots 5-7 Creating Lots 67-72
1202 Convair St.

THE CITY OF BENTONVILLE

LOT SPLIT
SKYVIEW ACRES
LOTS 67 & 68

BEING A REPLAT OF LOT 7 & THE SOUTH 5.5 FEET OF LOT 8, SKYVIEW ACRES.



LINE	BEARING	DISTANCE
L1	N 02°34'56" E	14.37'
L2	N 87°29'28" W	20.00'
L3	N 02°34'56" E	24.00'
L4	S 87°29'28" E	20.00'
L5	S 02°34'56" W	24.00'
L6	S 02°34'56" W	14.37'
L7	S 02°34'56" W	24.00'
L8	N 87°29'28" W	20.00'
L9	N 02°34'56" E	24.00'
L10	S 87°29'28" E	20.00'

FLOOD INFORMATION:

THE SUBJECT PROPERTY IS WITHIN ZONE X OF THE 100 YEAR FLOOD ZONE.

MAP NUMBER:05007C0255K & 05007C0260K
MAP REVISED: JUNE 5, 2012

ZONING INFORMATION:

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

CERTIFICATE OF SURVEYING ACCURACY

I, ANTHONY P. ANDERSON, 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.

PRELIMINARY

DATE OF EXECUTION _____ (SIGNATURE) _____

REGISTERED LAND SURVEYOR
NO. _____ STATE OF ARKANSAS

CERTIFICATE OF OWNERSHIP

WE THE UNDERSIGNED, OWNER(S) 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.

EDIFIED PROPERTIES, LLC - LOT 7 & PART OF LOT 8
(SOURCE: QUITCLAIM DEED, L202149820)

DATE OF EXECUTION _____ (SIGNATURE) _____

NAME & ADDRESS _____ (TITLE & PRINTED NAME) _____

STATE OF ARKANSAS
COUNTY OF _____
SWORN TO AND SUBSCRIBED BEFORE ME THIS DAY _____, 20____

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SURVEY DESCRIPTION FOR PARENT TRACT:

ALL OF LOT 7 AND THE SOUTH 5.5 FEET OF LOT 8, SKYVIEW ACRES, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, FILED: MAY 24, 1963.

SURVEY DESCRIPTION FOR SHARED ACCESS EASEMENT # 1:

PART OF LOT 67, SKYVIEW ACRES, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 67; THENCE N02°34'56"E, 14.37 FEET TO THE POINT OF BEGINNING; THENCE N87°29'28"W, 20.00 FEET TO A POINT; THENCE N02°34'56"E, 24.00 FEET TO A POINT; THENCE S87°29'28"E, 20.0 FEET TO A POINT; THENCE S02°34'56"W, 24.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.011 ACRES OR 80 SQUARE FEET, MORE OR LESS.

SURVEY DESCRIPTION FOR SHARED ACCESS EASEMENT # 2:

PART OF LOT 68, SKYVIEW ACRES, AN ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 68; THENCE S02°34'56"W, 14.37 FEET TO THE POINT OF BEGINNING; THENCE S02°34'56"W, 24.00 FEET TO A POINT; THENCE N87°29'28"W, 20.00 FEET TO A POINT; THENCE N02°34'56"E, 24.00 FEET TO A POINT; THENCE S87°29'28"E, 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.011 ACRES OR 80 SQUARE FEET, MORE OR LESS.

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.

BENTONVILLE PLANNING COMMISSION CHAIRMAN

DATE OF EXECUTION _____ (SIGNATURE) _____

MAYOR OF BENTONVILLE

DATE OF EXECUTION _____ (SIGNATURE) _____

CITY CLERK, CITY OF BENTONVILLE

DATE OF EXECUTION _____ (SIGNATURE) _____

OWNER: LOTS 7 & PART OF LOT 8

EDIFIED PROPERTIES, LLC

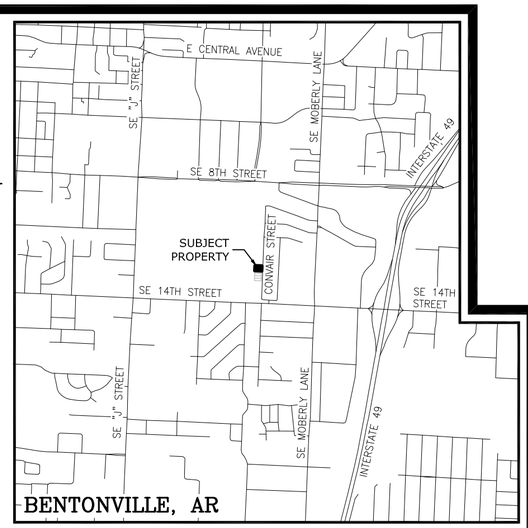
CONTACT: MATT L. GIFFORD
PHONE NUMBER: (479) 366-3611

NOTE:

EXISTING HOUSE, CONCRETE, AND FENCES TO BE DEMOLISHED AND/OR REMOVED UNDER PERMIT #:RDEMO25-0009.

ATLAS PAGE: 405

CITY OF BENTONVILLE PROJECT #: LS25-0008



VICINITY MAP
N.T.S.

NOTES:

- WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS LOT SPLIT PURSUANT TO MUNICIPAL CODE SECTION 401.12.
- 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.
- OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER, AND ELECTRIC SERVICE.
- SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
- ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
- THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.

LEGEND

○ = SET 1/2"x18" REBAR
● = EXISTING IRON PIN
+++ = EXISTING FENCE
Opp = POWER POLE
-X-X- = EXISTING FENCE LINE
⊞ = WATER METER
⊠ = ELECTRIC/TELEPHONE PEDESTAL
◘ = GAS METER
SSMH = SANITARY SEWER MANHOLE
SS = SANITARY SEWER LINE
POC = POINT OF COMMENCEMENT
POB = POINT OF BEGINNING

BASIS OF BEARING:
GRID NORTH, STATE PLANE COORDINATE SYSTEM, ARKANSAS NORTH ZONE (0301), NAD 83 (2011)

N

Scale in Feet
30 0 30

PRELIMINARY

REGISTERED LAND SURVEYOR — STATE OF ARKANSAS — ANTHONY P. ANDERSON — SURVEYOR

CERTIFICATE OF AUTHORIZATION — ANTHONY P. ANDERSON — ARKANSAS

CA 1691 Expires 12/31/2025

ANDERSON SURVEYING INC.
Arkansas -- Oklahoma
P.O. Box 129
Van Buren, AR 72957
(479)-474-4247
Fax (479)-410-5333
tony@and-survey.com

BENTONVILLE, BENTON COUNTY, ARKANSAS
LOT SPLIT OF
LOT 7 & THE SOUTH 5.5 FEET OF LOT 8, SKYVIEW ACRES,
CREATING LOTS 67 & 68, SKYVIEW ACRES

FOR USE BY: EDIFIED PROPERTIES, LLC

DATE: 07-17-2025
JOB NO: 25-02-33
SCALE: 1" = 30'

Y:\0-2025\25-02\25-02-33_Lots5-7_SkyviewAcres\0 - 1 LOT PLAT (1202 Convair)\25-02-33 Replat (1202 Conviar).dwg, 7/17/2025 2:04:47 PM, KMI

ORDINANCE NO._____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 7 AND THE SOUTH 5.5 FEET OF LOT 8 OF SKYVIEW ACRES CREATING NEW LOTS 67 AND 68 OF SKYVIEW ACRES TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.

(PROJECT NUMBER: LS25-0008)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 7 AND THE SOUTH 5.5 FEET OF LOT 8 OF SKYVIEW ACRES creating new LOTS 67 AND 68 OF SKYVIEW ACRES, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on August 19, 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 7 AND THE SOUTH 5.5 FEET OF LOT 8 OF SKYVIEW ACRES creating new LOTS 67 AND 68 OF SKYVIEW ACRES 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

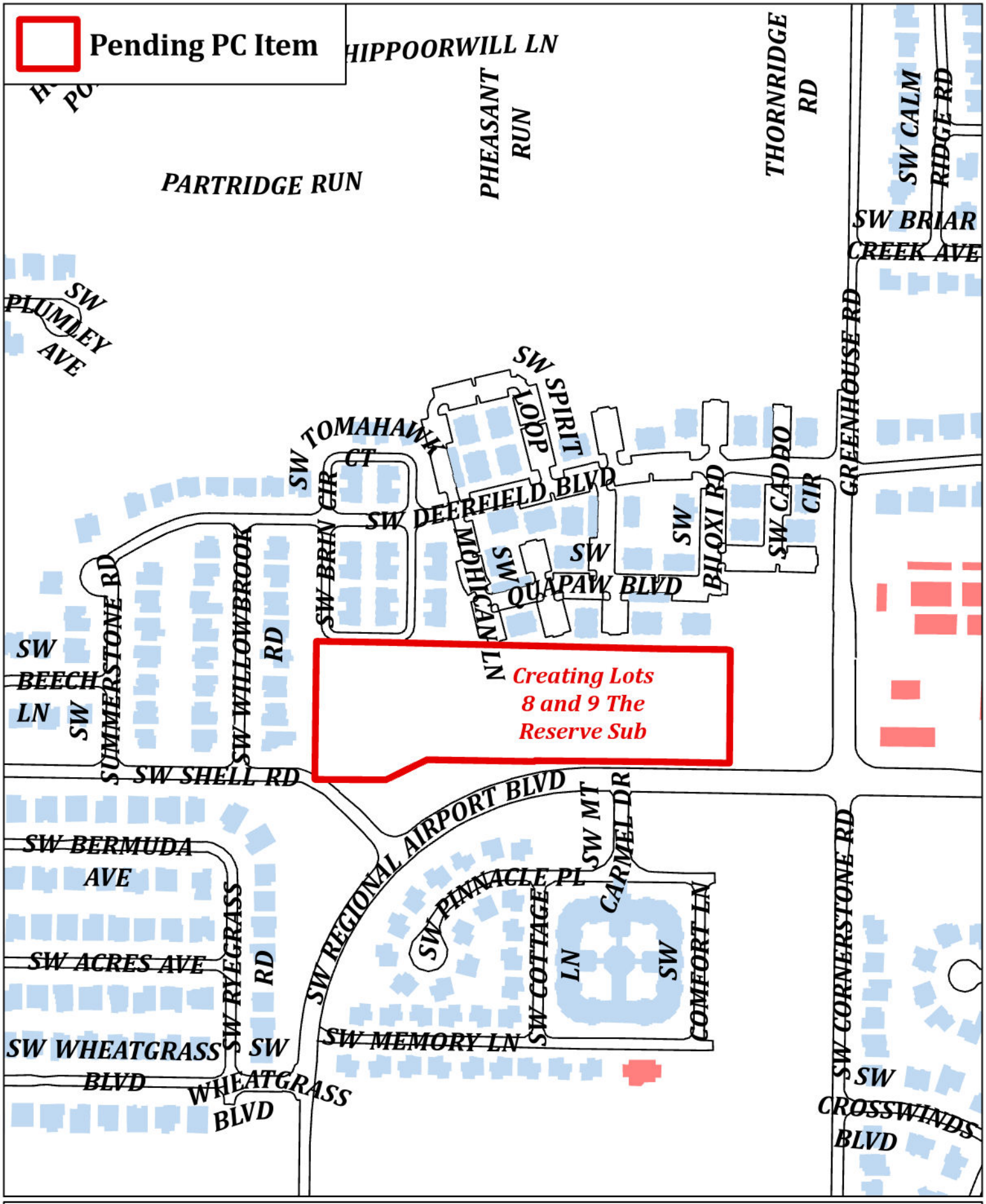
Consent Agenda Item

For the City Council meeting on August 26, 2025

Details

Property Line Adjustment: Lots 6 and 7 of the Reserve Subdivision, Creating Lots 8 and 9. 3704 Southwest Regional Airport Boulevard, C-1, Neighborhood Commercial & C-2, General Commercial, PLA25-0022.

A Property Line Adjustment of Lots 6 & 7 of The Reserve Subdivision, creating new Lots 8 and 9. The plat is extending a 20-foot-wide general utility easement in the northwest corner of Lot 9 and extending an existing variable width cross-access easement by 24 feet to the west property line in Lot 8.



PLA25-0022
Creating Lots 8 & 9 The Reserve Sub
SW Regional Airport Blvd

PROPERTY LINE ADJUSTMENT OF LOTS 6 & 7, THE RESERVE SUBDIVISION, CREATING LOTS 8 & 9

IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

PARENT PROPERTY DESCRIPTION OF RECORD - LOT 6
BENTON COUNTY INSTRUMENT l202519209

LOT 6, THE RESERVE SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT OF SUBDIVISION FILED FOR RECORD AS INSTRUMENT NO. L.202519209, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 343.99 FEET TO A FND. 1/2" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 864.73 FEET TO A 1/2" REBAR & CAP (PS 1664) AND THE POINT OF BEGINNING;

THENCE SOUTH 87°11'42" EAST A DISTANCE OF 155.00 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE CONTINUE SOUTH 87°11'42" EAST A DISTANCE OF 11.46 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE SOUTH 02°28'30" WEST A DISTANCE OF 282.39 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 12 (SW REGIONAL AIRPORT BOULEVARD);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°07'57" WEST A DISTANCE OF 168.03 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 02°47'37" EAST A DISTANCE OF 282.20 FEET TO THE POINT OF BEGINNING;
CONTAINING 47,212.35 SQUARE FEET, OR 1.08 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

PARENT PROPERTY DESCRIPTION OF RECORD - LOT 7
BENTON COUNTY INSTRUMENT l202519209

LOT 7, THE RESERVE SUBDIVISION, BENTONVILLE, BENTON COUNTY, ARKANSAS, AS SHOWN ON PLAT OF SUBDIVISION FILED FOR RECORD AS INSTRUMENT NO. L.202519209, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 32.76 FEET TO A SET ½" REBAR & CAP (PS 1664) AND THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 311.23 FEET TO A FND. ½" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 864.73 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE SOUTH 02°47'37" WEST A DISTANCE OF 282.20 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 12 (SW REGIONAL AIRPORT BOULEVARD);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°07'57" WEST A DISTANCE OF 181.44 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 88°40'58" WEST A DISTANCE OF 134.84 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 10°01'56" EAST A DISTANCE OF 3.03 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°27'03" WEST A DISTANCE OF 267.36 FEET TO A FND. 5/8" REBAR (PS 1374);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 65°42'14" WEST A DISTANCE OF 115.34 FEET TO A FND. 5/8" REBAR (PS 1374) ON THE SOUTH LINE OF SAID SW1/4, NW1/4 OF SECTION 11;
THENCE ALONG SAID SOUTH LINE NORTH 87°46'32" WEST A DISTANCE OF 121.74 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SOUTHWEST SHELL ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND AND A CURVE TO THE LEFT AN ARC DISTANCE OF 27.76 FEET, SAID CURVE HAVING A RADIUS OF 239.94 FEET AND A CHORD BEARING OF NORTH 54°49'03" WEST A DISTANCE OF 27.74 FEET, TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°39'51" WEST A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING;
CONTAINING 259,085.40 SQUARE FEET, OR 5.95 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RIGHT-OF-WAYS, AND PROTECTIVE COVENANTS OF RECORD, IF ANY.
SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES, IF ANY.

LOT 8 PROPERTY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 343.99 FEET TO A FND. 1/2" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 849.93 FEET TO A 1/2" REBAR & CAP (PS 1664) AND THE POINT OF BEGINNING;

THENCE SOUTH 87°11'42" EAST A DISTANCE OF 169.80 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE CONTINUE SOUTH 87°11'42" EAST A DISTANCE OF 11.46 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE SOUTH 02°28'30" WEST A DISTANCE OF 282.39 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 12 (SW REGIONAL AIRPORT BOULEVARD);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°07'57" WEST A DISTANCE OF 181.30 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY NORTH 02°28'53" EAST A DISTANCE OF 282.19 FEET TO THE POINT OF BEGINNING;
CONTAINING 51,172.70 SQUARE FEET, OR 1.17 ACRES, MORE OR LESS.

LOT 9 PROPERTY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 32.76 FEET TO A SET ½" REBAR & CAP (PS 1664) AND THE POINT OF BEGINNING;

THENCE CONTINUE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 311.23 FEET TO A FND. ½" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 849.93 FEET TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE SOUTH 02°28'53" WEST A DISTANCE OF 282.19 FEET TO A SET 1/2" REBAR & CAP (PS 1664) ON THE NORTHERLY RIGHT-OF-WAY OF ARKANSAS HIGHWAY 12 (SW REGIONAL AIRPORT BOULEVARD);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°07'57" WEST A DISTANCE OF 168.17 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 88°40'58" WEST A DISTANCE OF 134.84 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 10°01'56" EAST A DISTANCE OF 3.03 FEET TO A FND. ARDOT ALUMINUM CAP IN CONCRETE R/W MONUMENT;
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 87°27'03" WEST A DISTANCE OF 267.36 FEET TO A FND. 5/8" REBAR (PS 1374);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH 65°42'14" WEST A DISTANCE OF 115.34 FEET TO A FND. 5/8" REBAR (PS 1374) ON THE SOUTH LINE OF SAID SW1/4, NW1/4 OF SECTION 11;
THENCE ALONG SAID SOUTH LINE NORTH 87°46'32" WEST A DISTANCE OF 121.74 FEET TO THE NORTHERLY RIGHT-OF-WAY OF SOUTHWEST SHELL ROAD;
THENCE NORTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY AND AND A CURVE TO THE LEFT AN ARC DISTANCE OF 27.76 FEET, SAID CURVE HAVING A RADIUS OF 239.94 FEET AND A CHORD BEARING OF NORTH 54°49'03" WEST A DISTANCE OF 27.74 FEET, TO A SET 1/2" REBAR & CAP (PS 1664);
THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°39'51" WEST A DISTANCE OF 36.32 FEET TO THE POINT OF BEGINNING;
CONTAINING 255,125.10 SQUARE FEET, OR 5.86 ACRES, MORE OR LESS.

CROSS ACCESS EASEMENT DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 343.99 FEET TO A FND. 1/2" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 849.93 FEET TO A 1/2" REBAR & CAP (PS 1664);
THENCE SOUTH 02°28'53" WEST A DISTANCE OF 215.49 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 87°31'07" EAST A DISTANCE OF 13.63 FEET TO A POINT;
THENCE SOUTH 02°47'37" WEST A DISTANCE OF 24.00 FEET TO A POINT;
THENCE NORTH 87°31'07" WEST A DISTANCE OF 13.50 FEET TO A POINT;
THENCE NORTH 02°28'53" EAST A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING;
CONTAINING 325.52 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

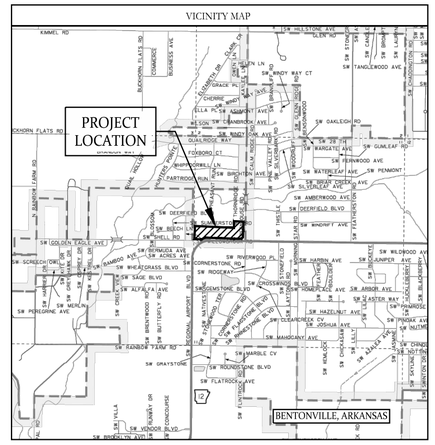
GENERAL UTILITY EASEMENT DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 19 NORTH, RANGE 31 WEST, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FND. NAIL IN ASPHALT AND THE SW CORNER OF SAID SW1/4, NW1/4, OF SECTION 11;
THENCE ALONG THE WEST LINE THEREOF NORTH 02°24'56" EAST A DISTANCE OF 343.99 FEET TO A FND. 1/2" REBAR (PS 1374);
THENCE LEAVING SAID WEST LINE SOUTH 87°11'42" EAST A DISTANCE OF 849.93 FEET TO A 1/2" REBAR & CAP (PS 1664) AND THE POINT OF BEGINNING;

THENCE SOUTH 87°11'42" EAST A DISTANCE OF 2.30 FEET TO A POINT;
THENCE SOUTH 02°48'18" WEST A DISTANCE OF 20.00 FEET TO A POINT;
THENCE NORTH 87°11'42" WEST A DISTANCE OF 14.69 FEET TO A POINT;
THENCE NORTH 02°28'53" EAST A DISTANCE OF 20.00 FEET TO A POINT;
THENCE SOUTH 87°11'42" EAST A DISTANCE OF 12.50 FEET TO THE POINT OF BEGINNING;
CONTAINING 294.97 SQUARE FEET, OR 0.01 ACRES, MORE OR LESS.

VICINITY MAP



REFERENCE DOCUMENTS CITED
RECORDED SURVEY PLATS BY:
- LOT SPLIT, THE RESERVE LOTS 1, 2, & 3, AS FILED FOR RECORD AS DOCUMENT #L202161297
- LOT SPLIT, THE RESERVE LOTS 4,5,6, &7, AS FILED FOR RECORD AS DOCUMENT #L202519209

RECORDED EASEMENTS:
- 30' ELECTRIC EASEMENT PER 2001-115196
- UTILITY EASEMENT PER 2001-115220
- GENERAL UTILITY EASMENET PER 014-5634
- EASEMENTS AS SHOWN PER L202161297
- CROSS-ACCESS EASEMENT PER L202161297

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CERTIFICATE OF APPROVAL

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

DATE OF EXECUTION :_____

SIGNED:

_____
BENTONVILLE PLANNING COMMISSION CHAIRMAN

SIGNED:

_____
MAYOR, CITY OF BENTONVILLE

SIGNED:

_____
CITY CLERK, CITY OF BENTONVILLE

CERTIFICATE OF AUTHORIZATION — HOPE CONSULTING, INC. — No. 1931 — ARKANSAS

REGISTERED PROFESSIONAL LAND SURVEYOR — STATE OF ARKANSAS — No. 1664 — SIGNATURE — WILLIAM CORBITT SHOFFNER

BENTONVILLE ATLAS MAP PAGE: 483B

HOPE CONSULTING
ENGINEERS - SURVEYORS
129 North Main Street
Benton, Arkansas 72015
Office: (501) 315-2626 | Fax: (501) 315-0024
www.HopeConsulting.com

PROPERTY LINE ADJUSTMENT OF LOTS 6 & 7, THE RESERVE SUBDIVISION, CREATING LOTS 8 & 9 IN THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS

FOR USE AND BENEFIT OF:
iSQUARE MANAGEMENT
PO BOX 56260, LITTLE ROCK, AR 72215

CITY PROJECT PLA25-0022

DATE: 07/25/2025	CAD BY: DBB	PROJECT NUMBER: 24-0117
REVISED: 08/14/2025	CHECKED BY:	
SHEET: PLA 1.0 1OF 2	SCALE: N.T.S.	

AR STATE LAND SURVEY FILING CODE: 500 - 19N - 31W - 0 - 11 - 430 - 04 - 1664

R:\Survey\Bentonville Sewer Extension\2025 Bentonville Commercial Subdivision Property Line Adjustment- Lot 6 & 7.dwg | Plotted: 8/14/2025 1:25 PM | ©2024 Hope Consulting, Inc.

VICINITY MAP


PROJECT LOCATION
KAMMEL RD
OSAGE FLATS RD
SW HILLSTONE AVE
SW TANGLEWOOD AVE
SW DAKLEIGH RD
SW GUMLEAF AVE
SW FERNWOOD AVE
SW PIEDMONT
SW WATERCREST LNC
SW DEERFIELD BLVD
SW WINDRIFT AVE
SW HARRIS AVE
SW WILDWOOD AVE
SW ARBOR AVE
SW ASTER BAY
SW HAZELNUT AVE
SW MAPLE CV
SW GRAYSTONE
SW ROCKSTONE BLVD
SW FLATROCK AVE
SW MEADOWCREST AVE
SW CRESTWOOD PL
SW CRESTWOOD AVE
SW CRESTWOOD CV
SW ACRES AVE
SW SAGE BLVD
SW SCHULTZ AVE
SW GOLDEN EAGLE AVE
SW PONDEROSA CIR
SW SCRATCH TOP
SW SAGEBRUSH CIR
SW SAGEBRUSH DR
SW SAGEBRUSH LN
SW SAGEBRUSH PL
SW SAGEBRUSH TRL
SW SAGEBRUSH WAY
SW SAGEBRUSH CV
SW SAGEBRUSH CT
SW SAGEBRUSH AVE
SW SAGEBRUSH LO

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS 6 AND 7 OF THE RESERVE SUBDIVISION CREATING NEW LOTS 8 AND 9 OF THE RESERVE SUBDIVISION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PLA25-0022)

WHEREAS, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOTS 6 AND 7 OF THE RESERVE SUBDIVISION creating new LOTS 8 AND 9 OF THE RESERVE SUBDIVISION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on August 19, 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 property line adjustment of LOTS 6 AND 7 OF THE RESERVE SUBDIVISION creating new LOTS 8 AND 9 OF THE RESERVE 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

	Planned Unit Development - Walmart Campus, Revision 20
	The south side of SE 10th St, west of Excellence Dr.
	PC Date: 8/19/2025

Staff Report Details

Project Number	(PUD20-0002)
Applicant / Current Owner	
Site Area	+/- **2.5** Acres
Current Zoning	Planned Unit Development (PUD)
Requested Zoning	Planned Unit Development (PUD)
Current Future Land Use Map Designation	Regional Center
Requested Future Land Use Map Designation	
Development Type / Use	Walmart Campus
Related projects	

Property Description

The area of this revision to PUD 20-0002 is the 2.5 acre parcel at the south west corner of SE10th and Excellence Drive. There was a parking garage (PD10) in this location on the original submittal that was removed with revision 4 (May 2022). This revision number 20 is for the purpose of installing surface parking (SL13) on the 2.5 acre parcel. Surface Lot 13 is located within Zone 3 of Phase 5 of the PUD. Page 30 of the PUD updates the overall open space calculations for the entire PUD: 136.44 acres or 54% of the project.

Project Details

The proposed PUD revision #20 provides the following changes from the most recently approved revision:

- Adding Surface Parking Lot 13 to the southwest corner of SE10th and Excellence Drive.
- Subtracting 12 traditional parking spaces to the PUD.
- Adding 54 motorcycle parking spaces to the PUD. The 36 motorcycle parking spaces are proposed to be added in Phase 1 at PD02, PD04, PD12, SL01-03, and SL11. The motorcycle spaces proposed in Phase 2 are located at PD09 and SL07.

Project Details

- Amending the Open Space calculations for these revisions

Relationship to the Community Plan

Public Comment

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

Analysis / Waivers

Conclusion

Staff recommends approval of this PUD revision.

Additional Details

WALMART CAMPUS

PUD SUBMISSION - 20TH REVISED SUBMISSION

JULY 18, 2025

CONTACTS

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Walmart
Gensler DUDA PAINE swa wpm ENGINEERING Miller Boskus Lack
CEI Page/ WALKER CONSULTANTS MARLON BLACKWELL ARCHITECTS

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P06 Site Boundary
P07 Master Plan | Building Types
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P09 Zone Map | LSD Package Zone 01
P10 Zone Map | LSD Package Zone 02N
P11 Zone Map | LSD Package Zone 02NW
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P14 Zone Map | LSD Package Zone 03
P15 Zone Map | LSD Package Zone 04
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P19 Zone Map | South CUP, North CUP + Substation B
P20 PUD Construction Phasing Plan

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P24 Public City Street | 8th Street
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P34 Office Building OF12 | Collection
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P36 Building D-01 | Food Hall
P37 Parking Garage | PD01
P38 Parking Garage | PD01 ENHANCEMENTS
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P40 Parking Garage | PD03
P41 Parking Garage | PD03 ENHANCEMENTS
P42 Parking Garage | PD04

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ZONE 02NW - ELEVATIONS & MATERIALS
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ZONE 02NE - ELEVATIONS & MATERIALS
P45 Buildings L-02 + I-02 | Childcare Center

ZONE 02S - ELEVATIONS & MATERIALS
P46 Building F-02 | Welcome Center
P47 Building H-02 | Hotel

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P49 Office Building OF06 | Foundry
P50 Office Building OF07 | Collection
P51 Office Building OF08 | Collection
P52 Parking Garage | PD05
P53 Parking Garage | PD05 ENHANCEMENTS
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P55 Parking Garage | PD06 ENHANCEMENTS

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P58 Office Building OF11 | Collection
P59 Building K-04 | Coffee Shop
P60 Building G-04 | Auditorium, Conference and Training Center
P61 Parking Garage | PD07
P62 Parking Garage | PD07 ENHANCEMENTS
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P64 Parking Garage | PD09

ZONE 05 - ELEVATIONS & MATERIALS
P65 Building M-05 | Coffee Shop

APPENDIX
P66 Addressing Revision Update | Waiver Approved 12.03.2024

PROJECT DIRECTORY

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Bentonville, AR

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Los Angeles, CA 90017

Walmart Home Office Campus

PUD Submission - Revision 20

July 18, 2025

Walmart is pleased to submit this application for a Planned Unit Development for the new Home Office Campus. We are proud that Northwest Arkansas is our home and intend, through this project, to make both Bentonville and the region even more attractive for the recruitment and retention of talented people. We believe this Home Office Campus project not only reflects the shared values that have helped accelerate growth of the company, the City of Bentonville, and the region, but also will leave a positive impact on the travelers from around the world who visit Bentonville.

4.1.10(a) Description and purpose of the PUD district.

This submission is the result of more than two years of planning and reflects the goals memorialized in the PUD ordinance. With thousands of associates in mind, both present and future, this campus is designed as a place that embraces the natural beauty of the region, enhances, and promotes the community experience, and reflects our company values.

Smart and Sustainable Design

- The campus reflects Walmart's leadership in environmental sustainability through smart building design with high performance building materials, renewable structural systems, and energy-efficient lighting and HVAC systems.
- It incorporates regionally sourced materials, including Southern Yellow Pine timber, grown in Arkansas and custom manufactured in Central Arkansas, for the primary office structural system.
- Thoughtful design in the use of bioswales, stormwater collection and management for irrigation, and wildlife habitat reflect the company's commitment to water quality and control across campus and into city systems.
- Thousands of low-maintenance native trees, shrubs and grasses provide an inviting landscape experience and open space areas that meet or exceed city requirements.
- Green spaces and trails are designed to provide direct access to nature and encourage outdoor interaction between Walmart associates, the Bentonville community, and the physical environment to reinforce sustainable living and holistic well-being.

Connected Campus

- The new 8th Street corridor will improve both visitor and commuter access to campus and the movement from east to west across town.
- The Razorback Greenway will connect the campus via bike trails, walking paths, and street crossings, encouraging safe and accessible alternative access for associates and visitors.
- The campus is designed with functional and attractive streetscapes framed by trees, plazas, buildings, and bikeways via the reestablished street grid. The road network is designed to disperse traffic more efficiently without putting pressure on only a few points of access.

Rooted in our Community

- A portion of the Razorback Greenway passes through campus and provides new tunnels at J Street and 8th Street.
- The trail network will improve pedestrian and cyclist access to the Bentonville Square, Crystal Bridges Museum, The Momentary, Thaden School, NWACC and other points of interest around the region.

401.10(b) Minimum area required for PUD districts.

This PUD application covers an area of approximately 252.38 acres, exceeding the minimum size required (10 acres).

401.10(c) Master site plan required.

See P07-P08 for the Master Plan.

401.10(d) Allowed uses.

All nonresidential uses in Article 401 which are permitted conditionally or by-right in commercial and mixed-use districts. Further details with respect to land use, phasing, and future uses are described by the Master Plan and Construction Phasing Plan on P07, P08, and P20.

401.10(e) Density requirements.

No density requirements are set, as this PUD proposes no residential uses.

401.10(f)(1) Description of proposed zoning and development standards.

Density:	N/A. No residential uses are proposed.
Building setbacks:	See P21, ROW & Setback Boundaries, for setbacks from public streets. Side and rear setbacks are 0’ for any interior parcels.
Height of building or structure:	Structures shall have a maximum height of 100’ above ground level finished floor elevation, except mechanical and telecommunications equipment and required screens may extend beyond this limit.
Lot size, lot width, and lot depth:	No minimum or maximum dimension.
Landscaping:	Parking Lot Landscaping: As required for similar developments, except that the number of trees required shall be provided in the continuous planting islands, where applicable, at the minimum rate of (1) shade tree per every nine (9) parking spaces located in the double row. Internal planting islands shall not be required. Trees shall not be required in external planting islands. External planting islands shall be a minimum size of nine (9) feet by sixteen (16) feet. Street Frontage Buffer Landscaping: See P22-P28 Street Sections. Minimum Tree Size at Time of Planting: As required for similar developments, except minimum size requirements for shrubs, flowering perennials, and other ground cover shall not apply.
Required off-street parking spaces:	N/A. No residential uses are proposed.
Street widths:	See P22-P28 Street Sections.
Garage setbacks:	N/A. No residential garages are proposed.

401.10(f)(2) Modifications prohibited.

Compliance with the development standards referenced in this code section will be demonstrated by way of the Large Scale Development submission.

401.10(f)(3) Encroachment standards.

The table below establishes the standards for encroachments such as canopies, awnings and balconies. Height clearance is measured from the pavement to the bottom most potion of the encroachment. The setback is measured from back of curb or, if no curb is present, from the edge of street pavement.

Minimum height clearance	Minimum setback adjacent to a public street	Minimum setback adjacent to a private street
8’	2’	2’

401.10(g)(1) PUD districts common open space requirements.

This proposal exceeds the minimum requirements for open space to provide a variety of accessible outdoor experiences for Walmart associates, visitors, and, where provided, the public. Please refer to the open space plan which provides details for each phase.

The master plan will provide open space that meets or exceeds code requirements.

See P30, Open Space Area, for required details.

401.10(g)(2) PUD districts parking and off-street loading requirements.

Each phase of the PUD delivers parking in a campus format. The total amount of parking provided in each phase meets or exceeds the minimum requirements set forward in Article 501 of the Bentonville Unified Development Code.

See P20, Phasing Plan, for additional details.

401.10(g)(3) PUD districts perimeter requirements.

The master plan is designed to create maximum compatibility with surrounding land uses.

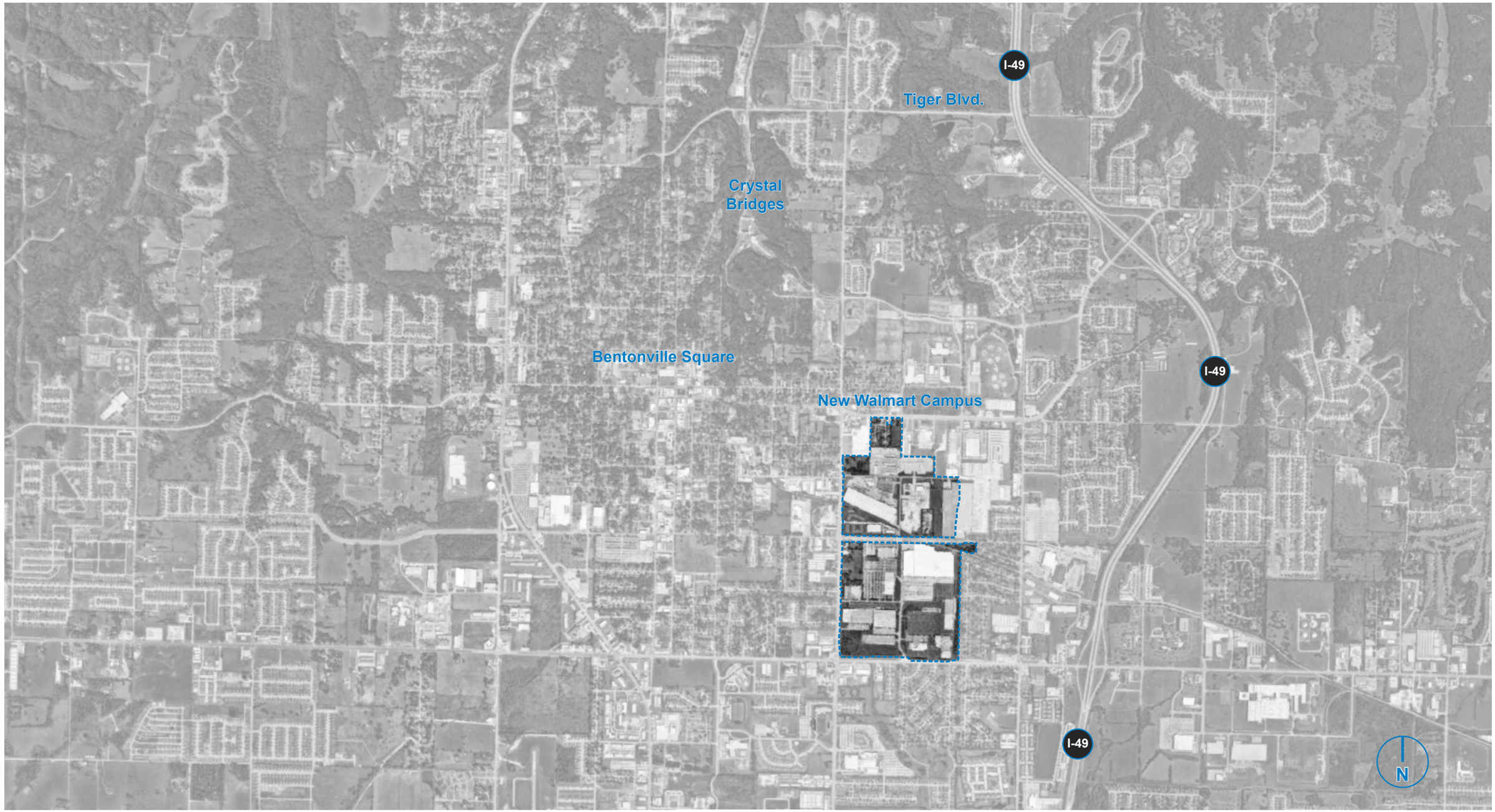
These street and landscaping improvements have been designed to meet the expectations Bentonville residents living in adjacent neighborhoods have for excellent and continuous public improvements.

401.10(g)(4) PUD districts structural design standards.

Refer to P31 and the following pages for documentation showing compliance with structural design standards, such as elevations and material palettes.

1100.06(g)(2) Fence and wall location adjacent to public right-of-way.

A fence or wall shall be placed no closer than zero (0) feet from the current or proposed public right-of-way along SE 8th Street. Refer to P21 ROW & Setback Boundaries.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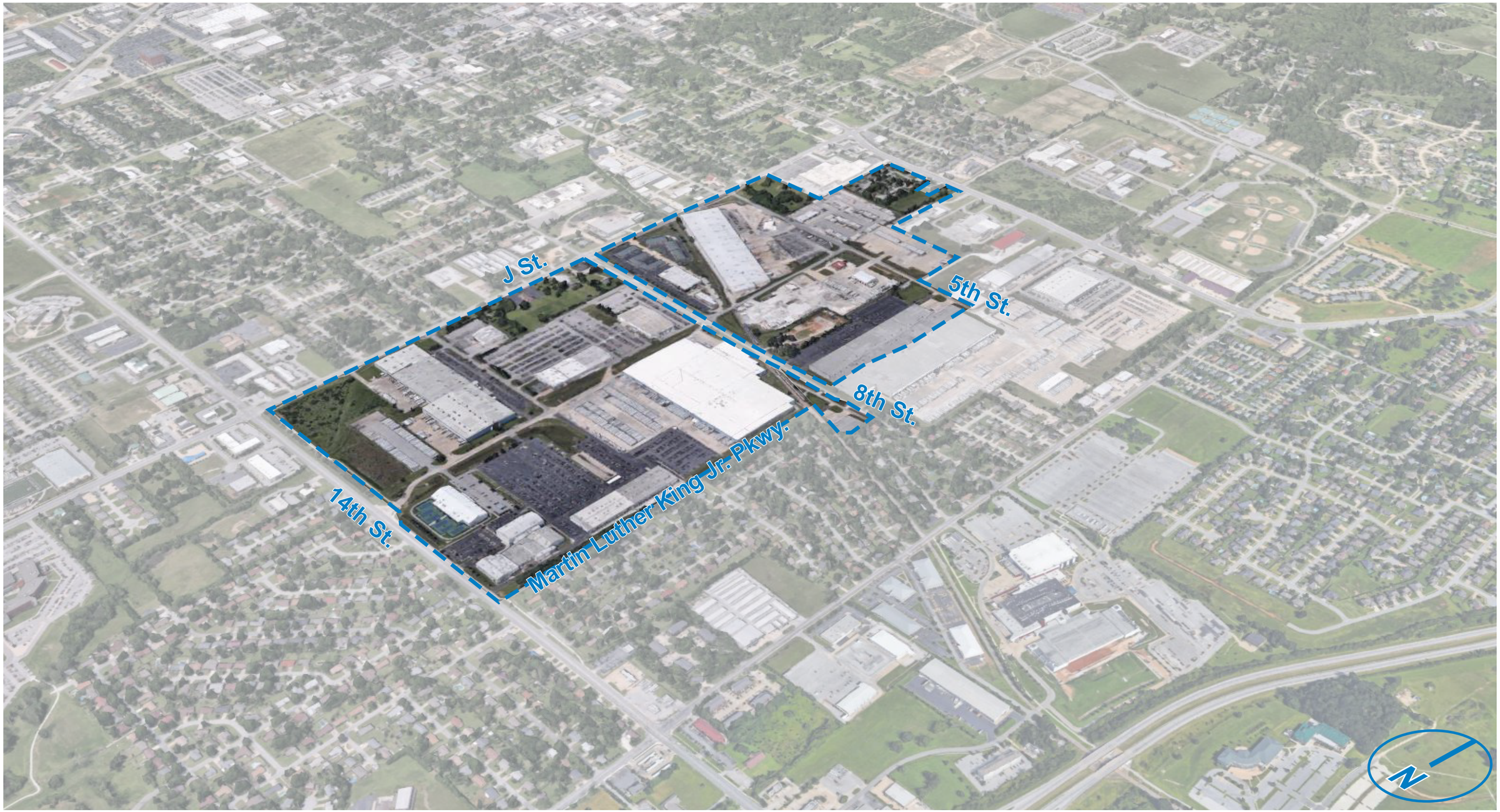
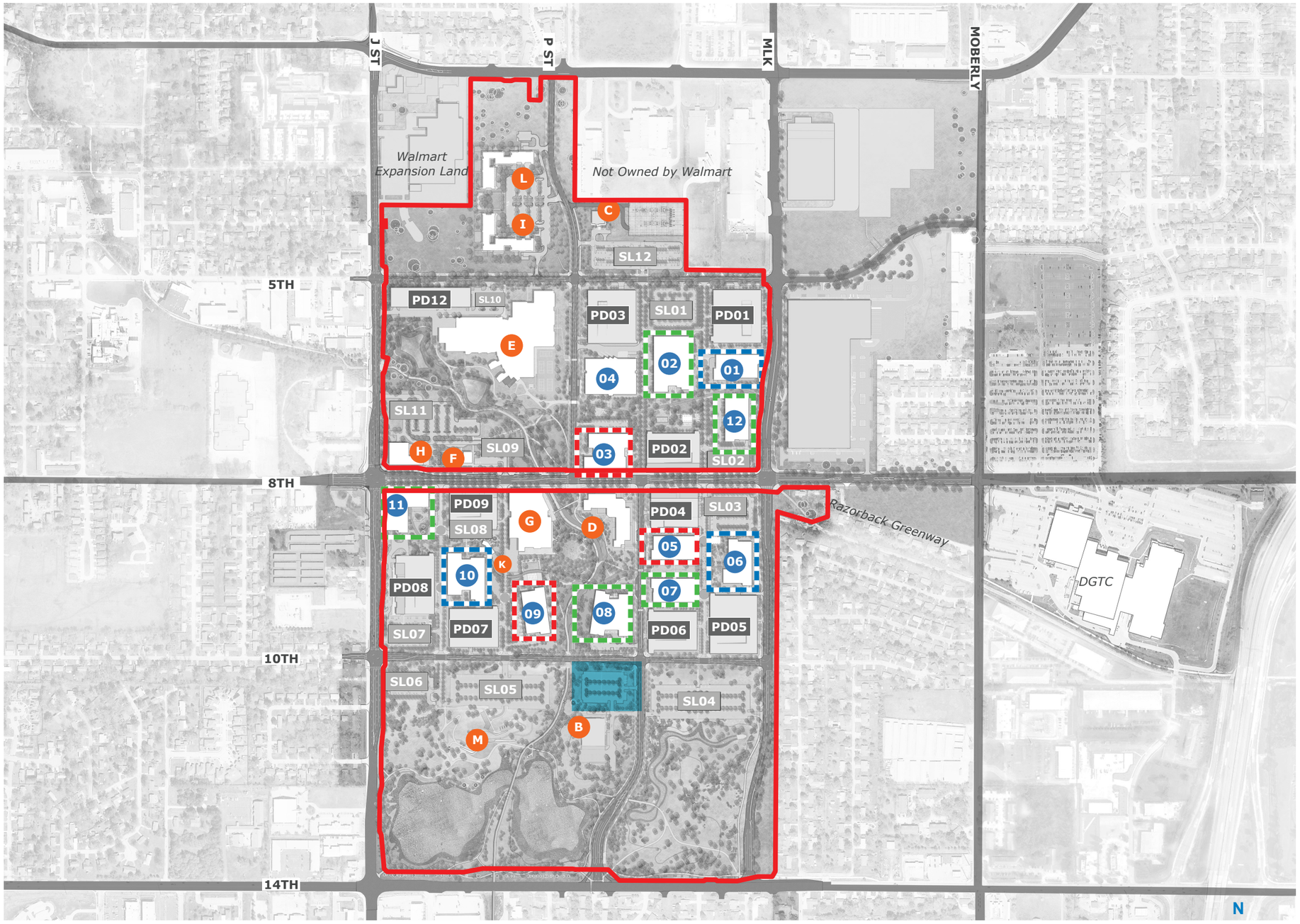
Tiger Blvd.
Crystal Bridges
Bentonville Square
New Walmart Campus
I-49
I-49
N

Google Maps

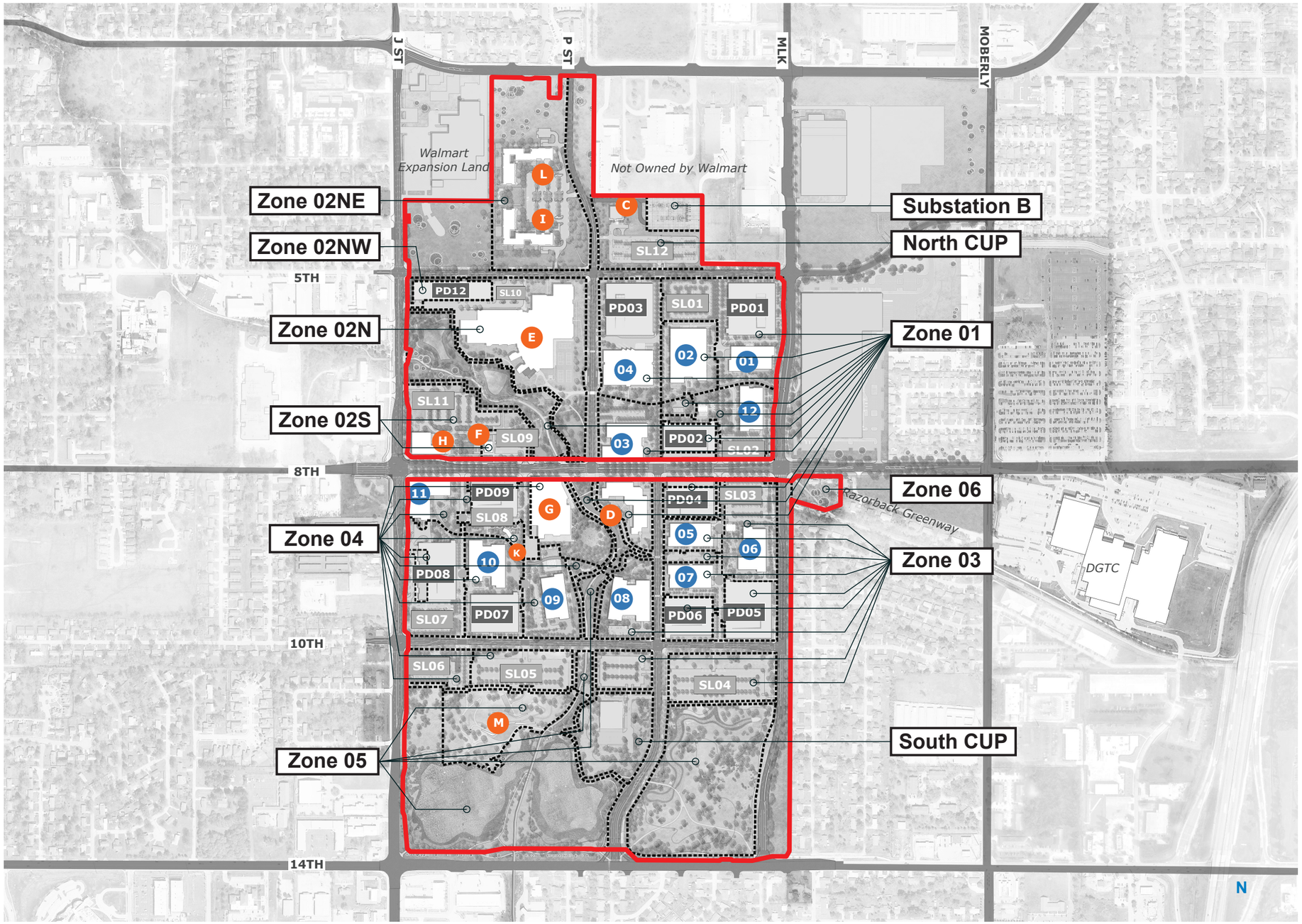


Google Maps



Legend

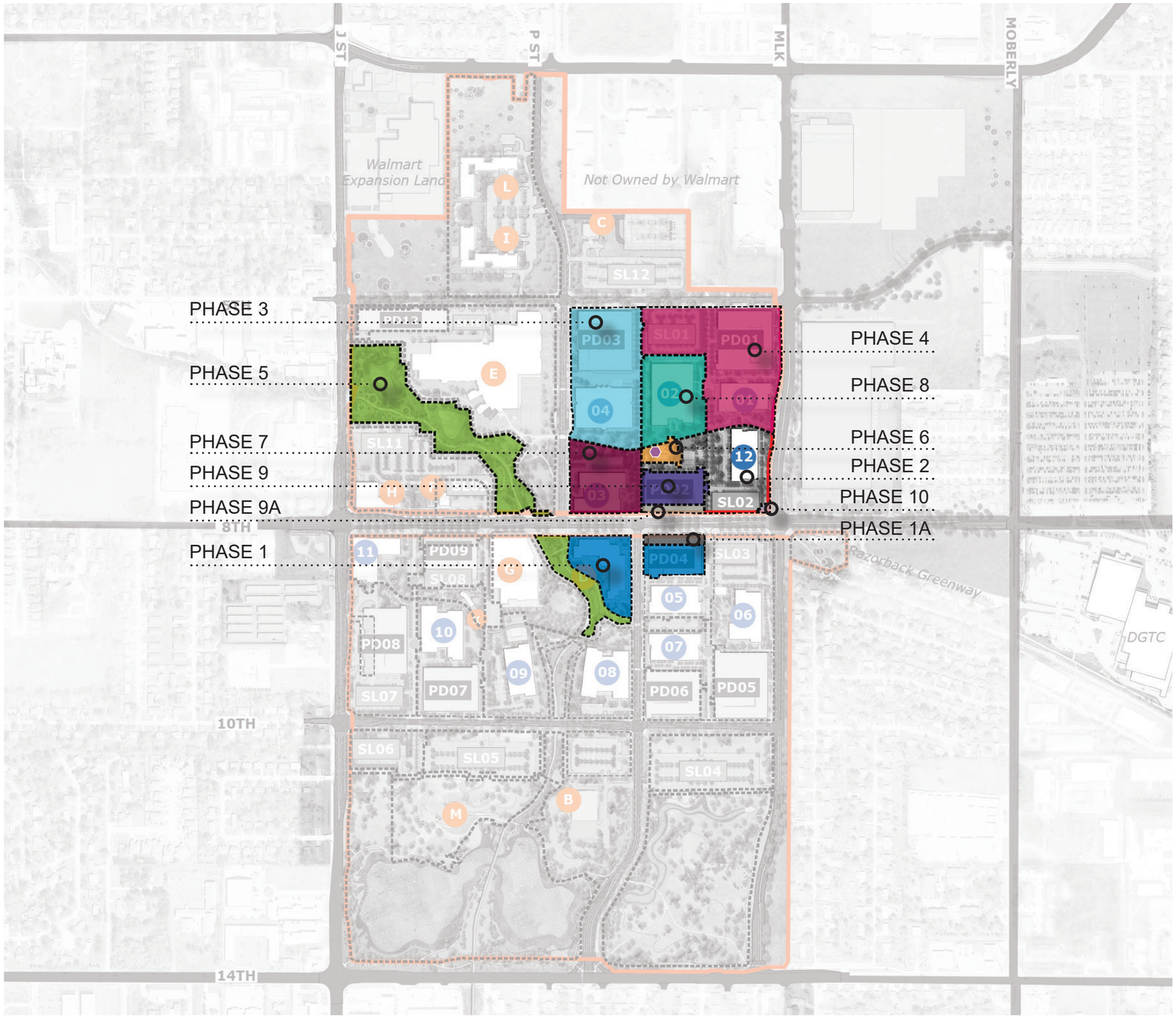
- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- "Mill" Building
- "Foundry" Building
- "Collection" Building
- Elevations Revised from Previous Submission
- Zone Phases Revised from Previous Submission

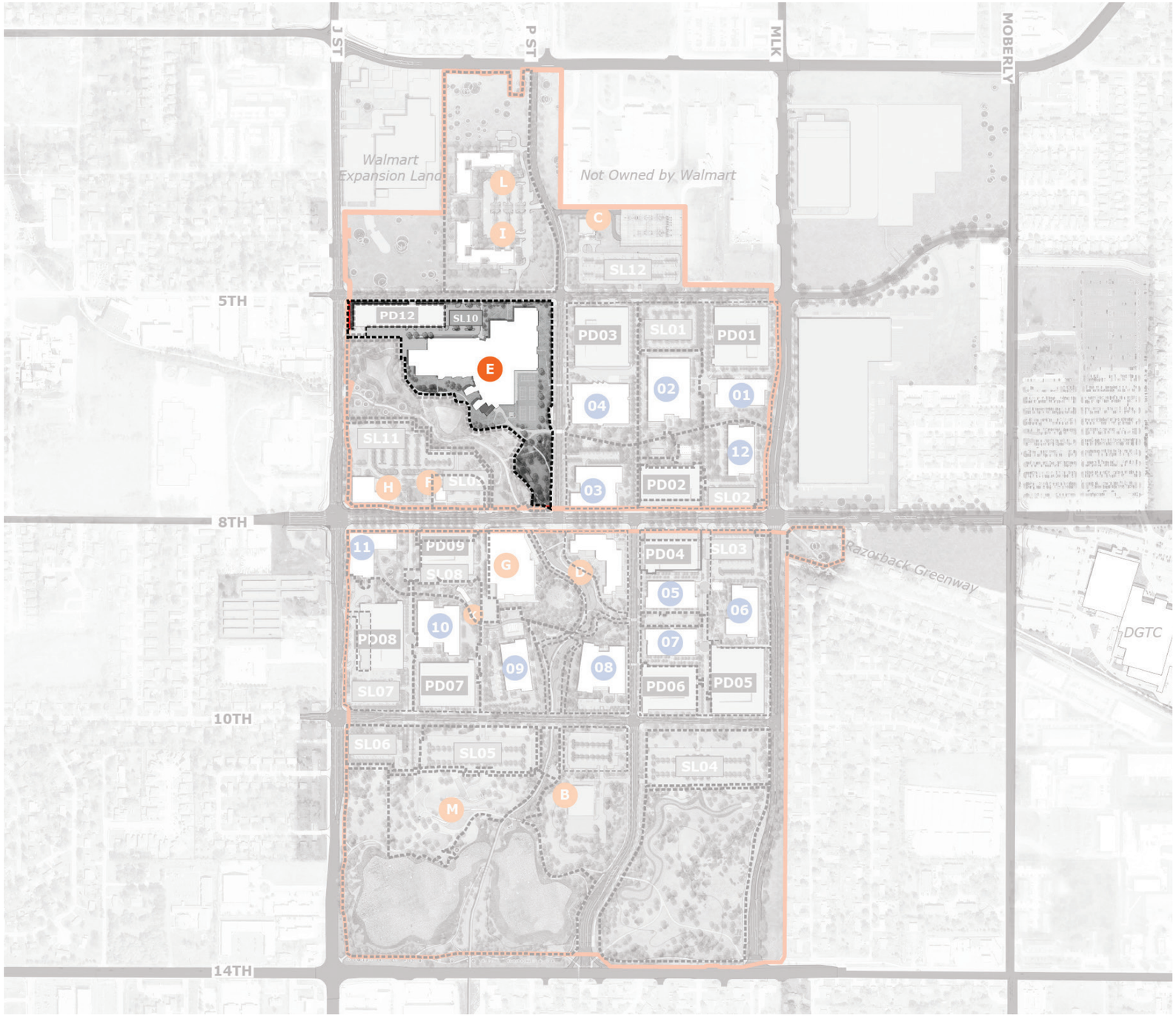


Legend

- # — Office Building Number
- A — Amenity & Support
- PD# — Parking Deck
- SL# — Surface Lot
- Zone Boundary

Barn Water Feature




J ST
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Walmart Expansion Land
Not Owned by Walmart
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M
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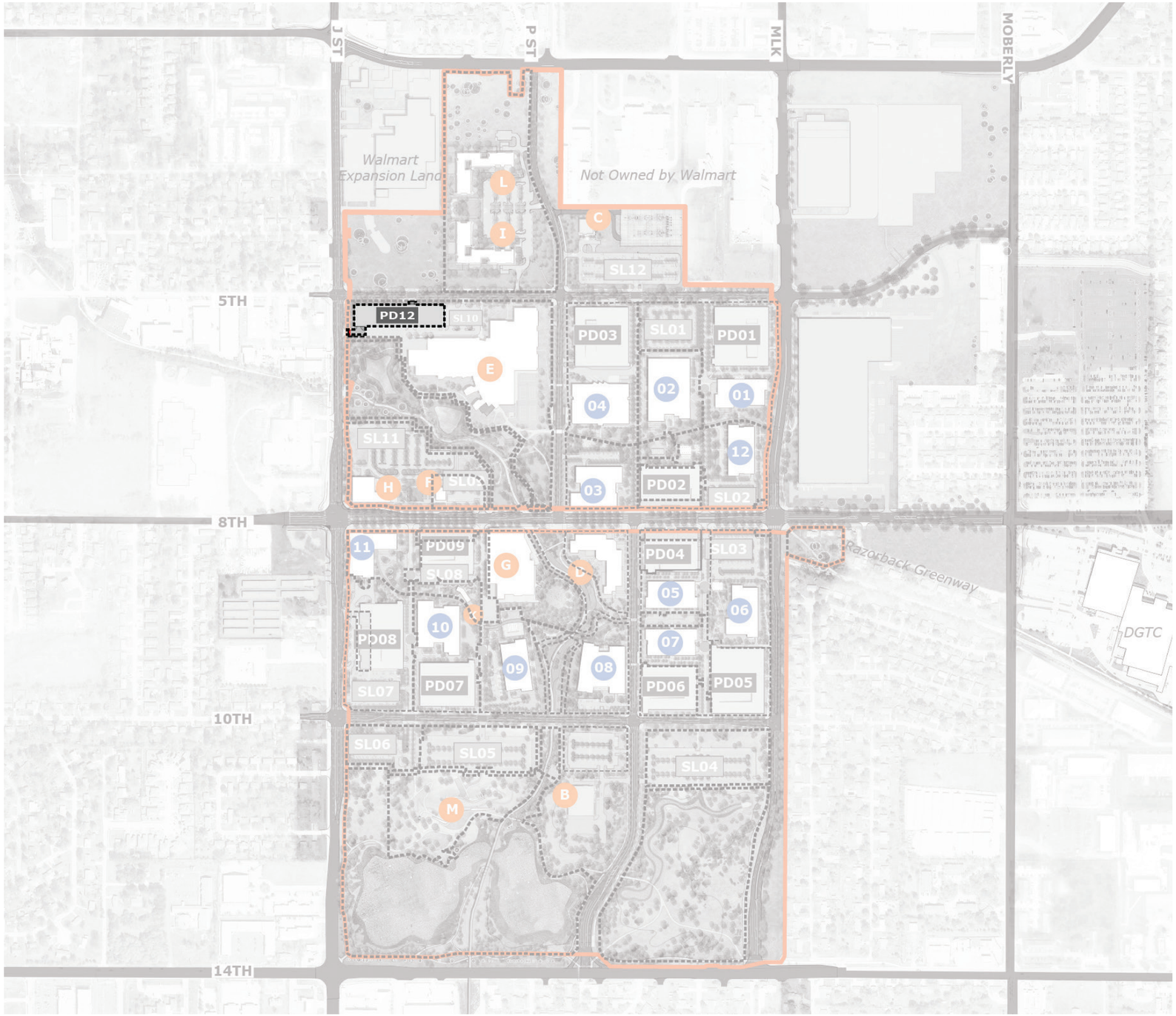
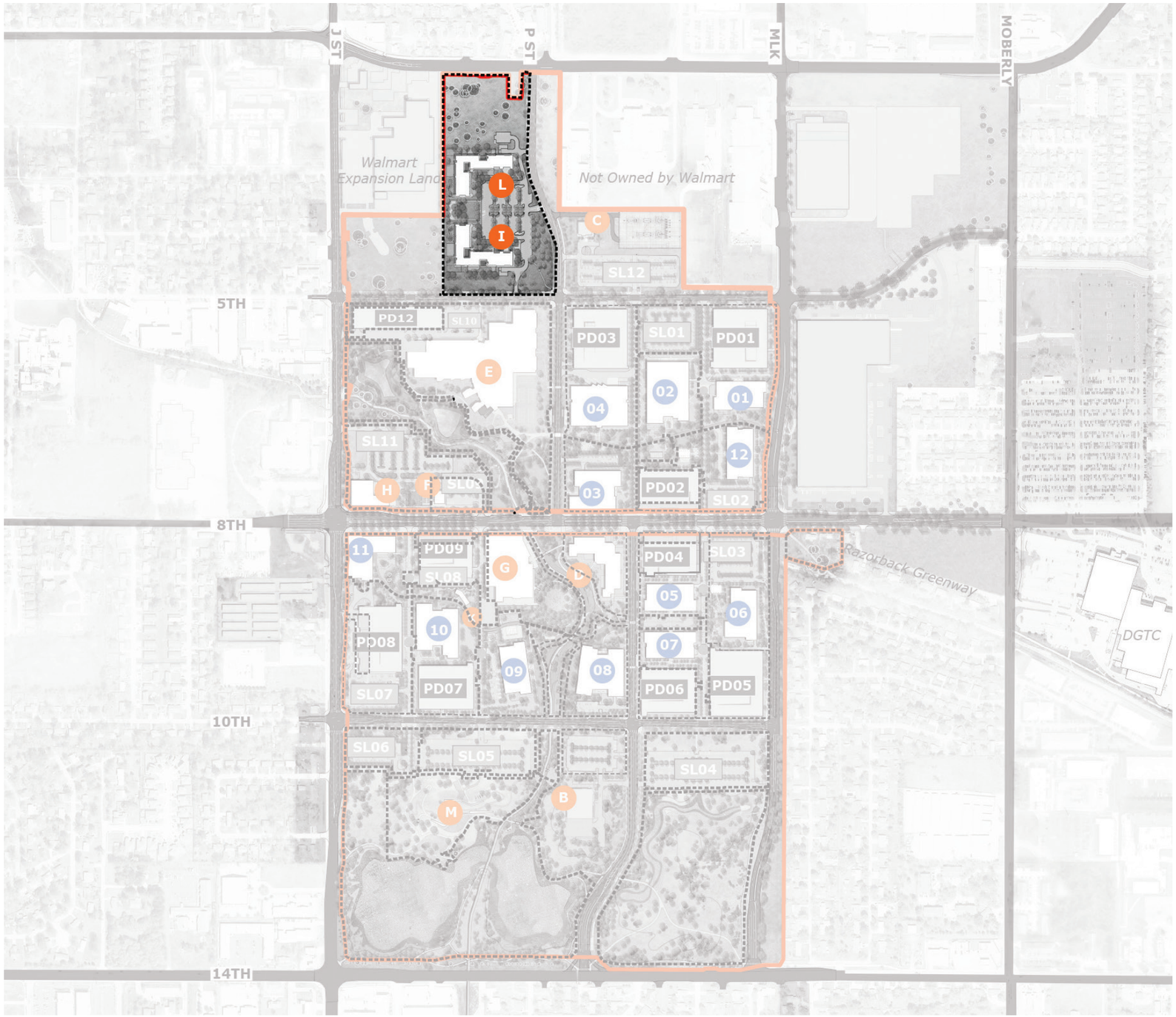
Razorback Greenway
DGTC
14TH

The PD12 parking garage will be constructed in an early phase without landscaping. Landscaping will be added during the construction of the adjacent Zone 02N/Fitness Center and will be complete before Grand Opening of Fitness Center.

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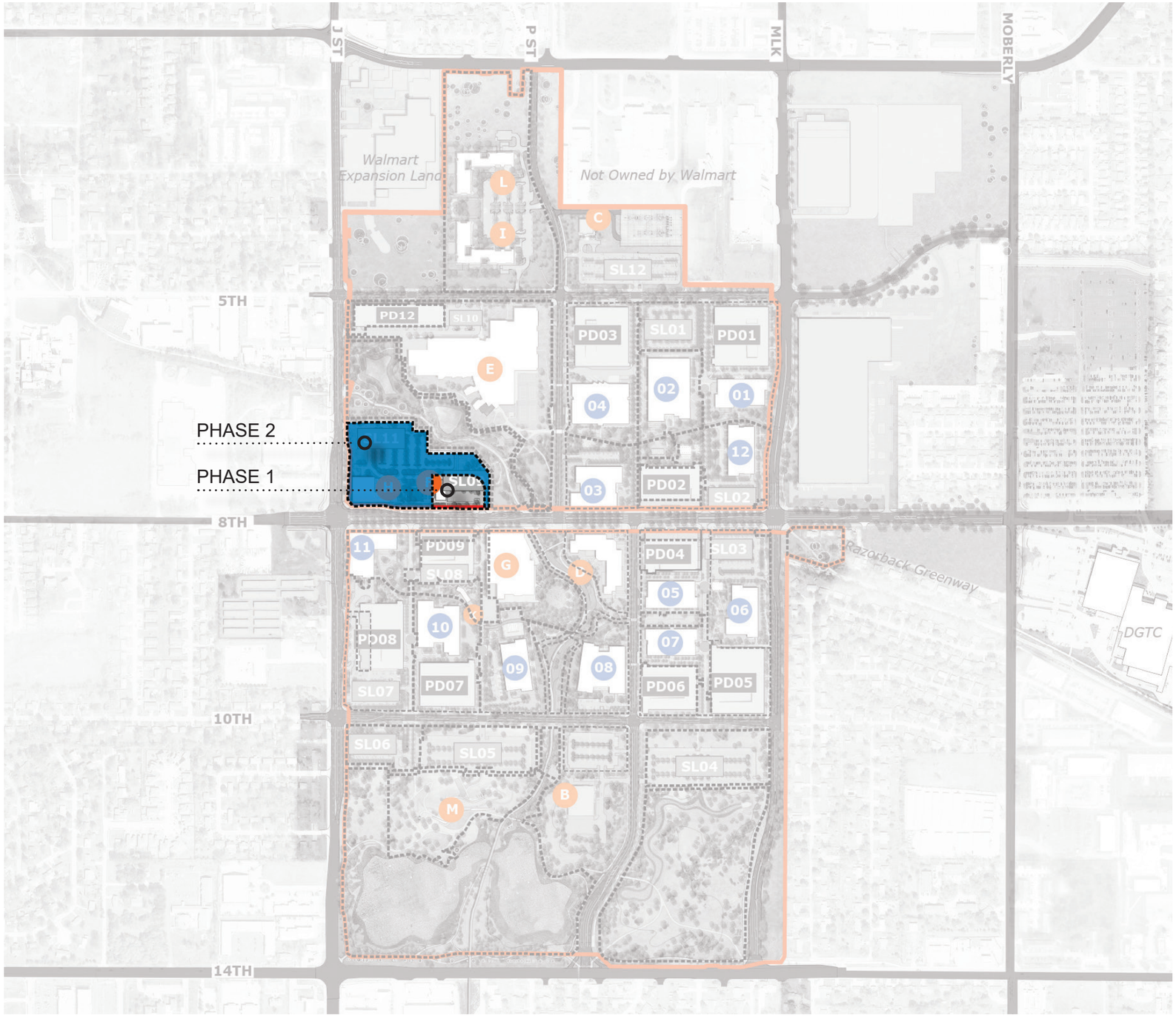
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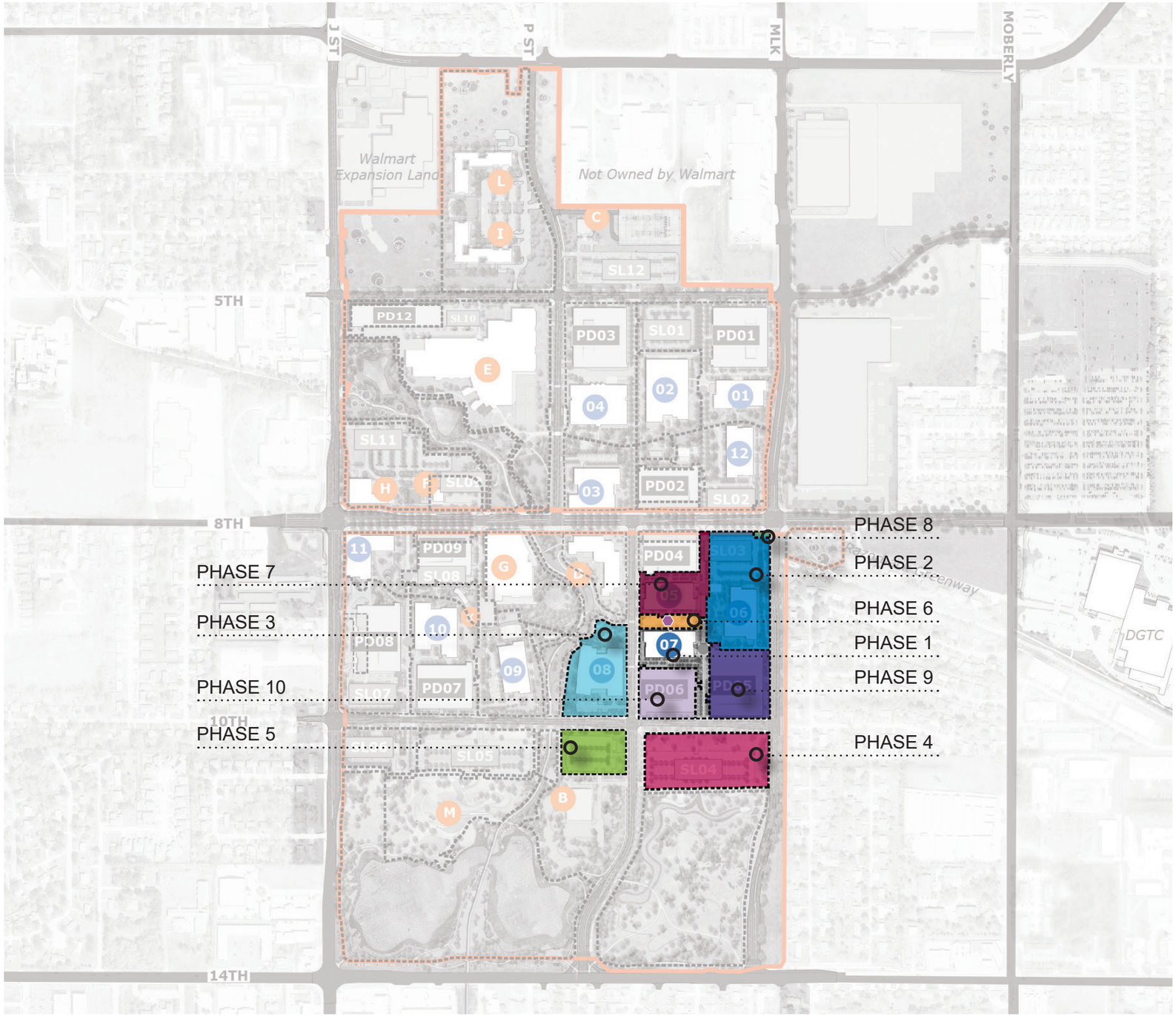
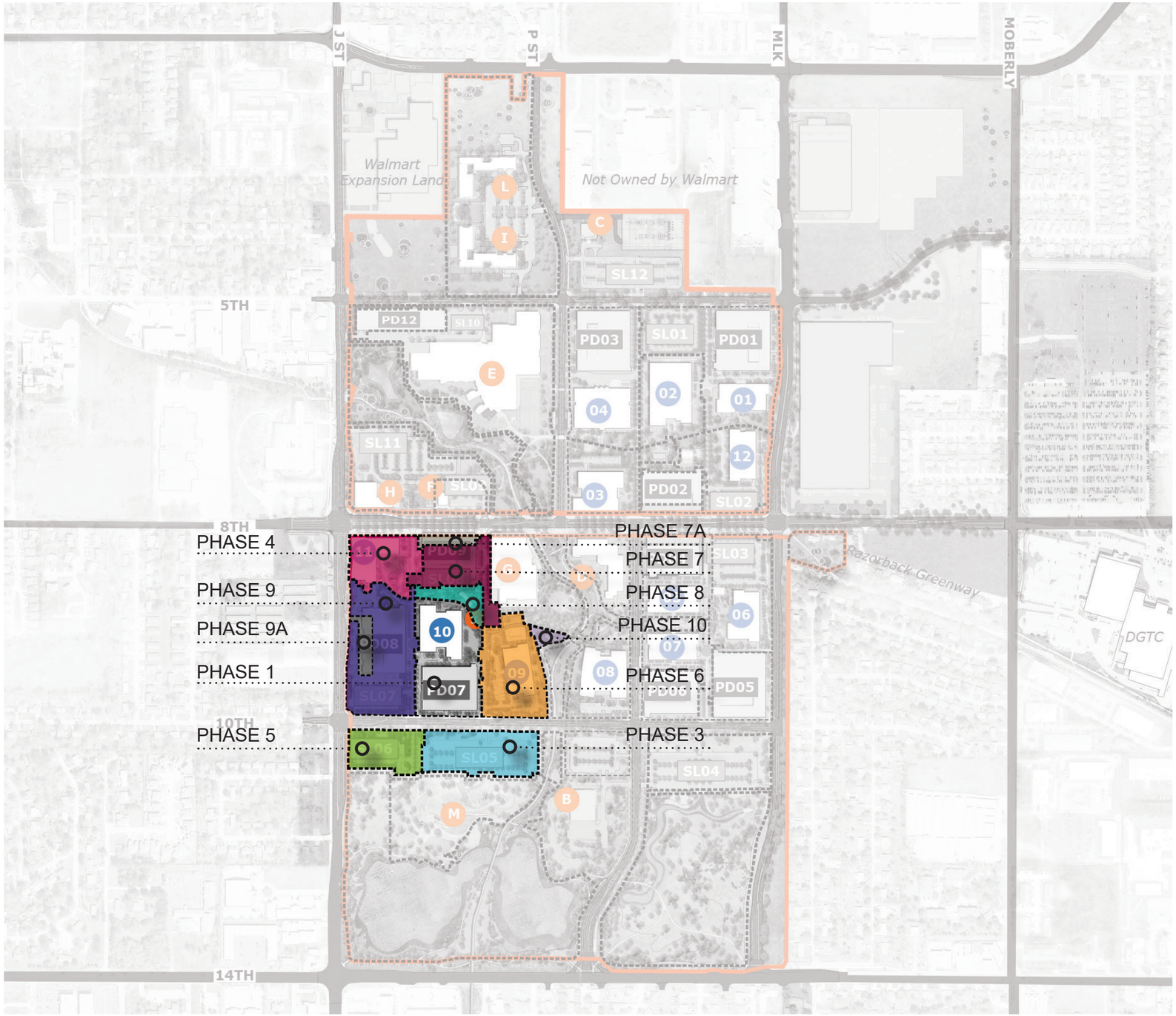
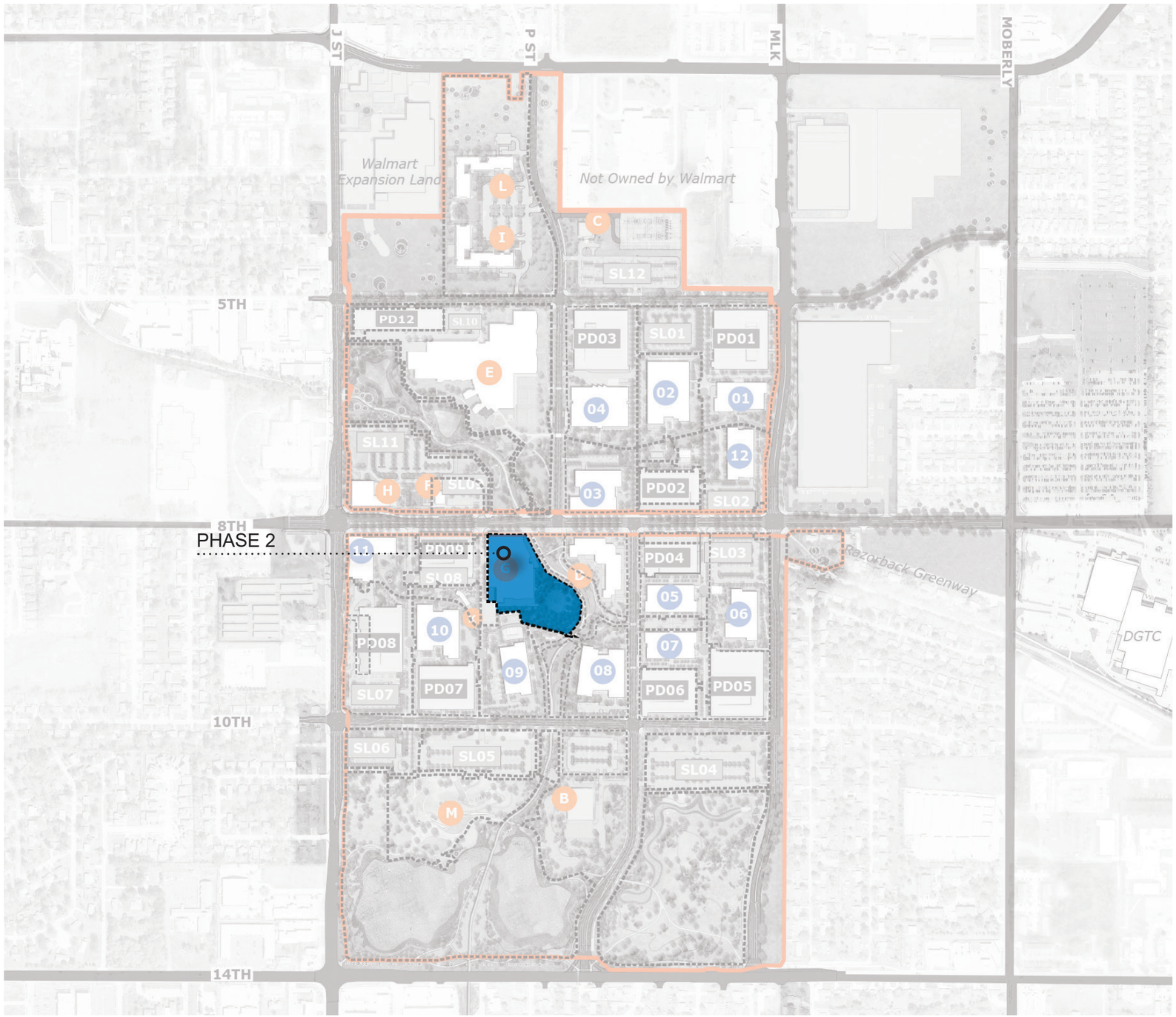
Stream Spring Water Feature



Zone 4 Phase 2 is permitted under a separate number from the rest of Zone 4. Please refer to the next page for the extents of Zone 4 Phase 2.




J ST
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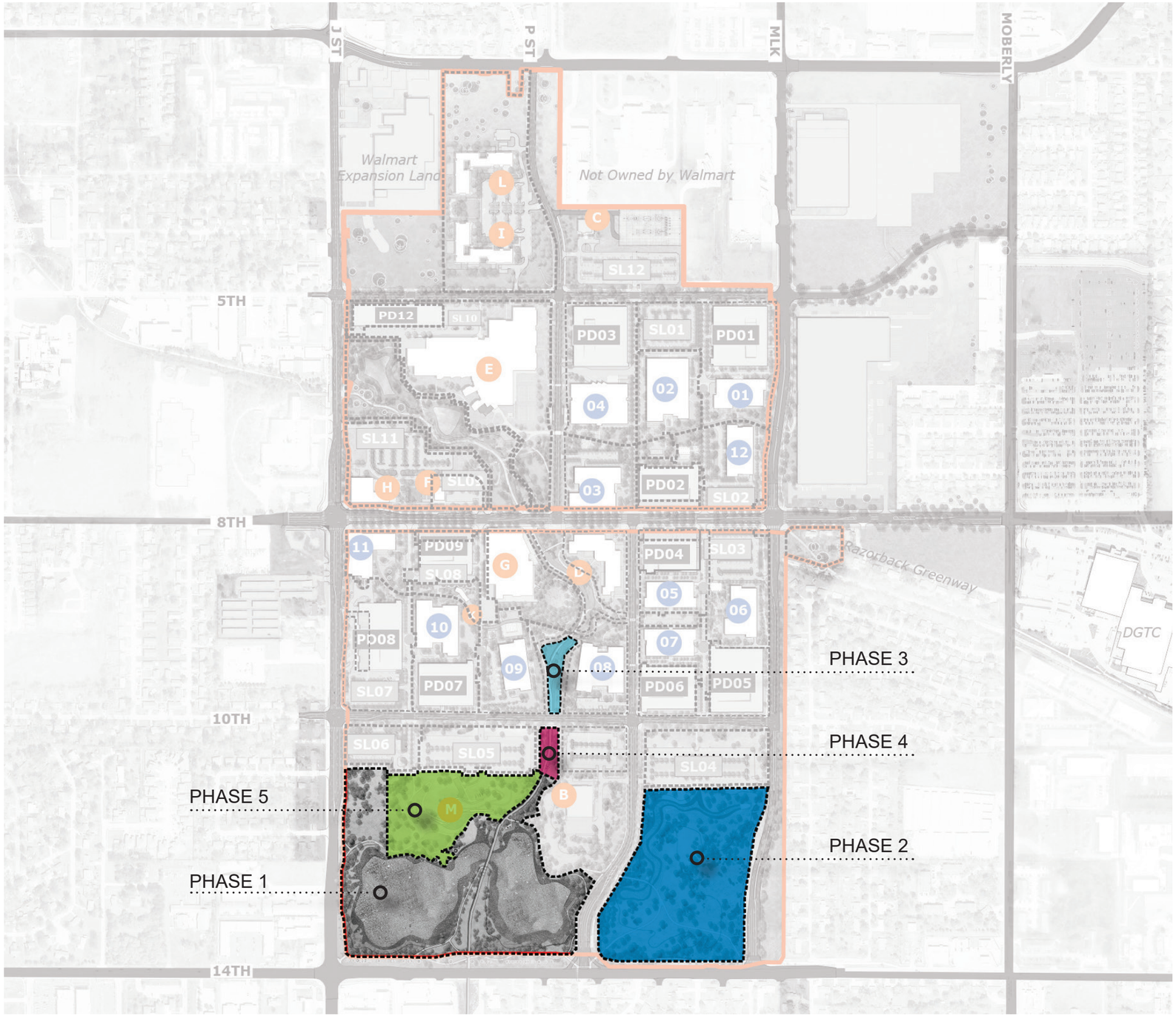
Razorback Greenway
DGTC
14TH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Razorback Greenway
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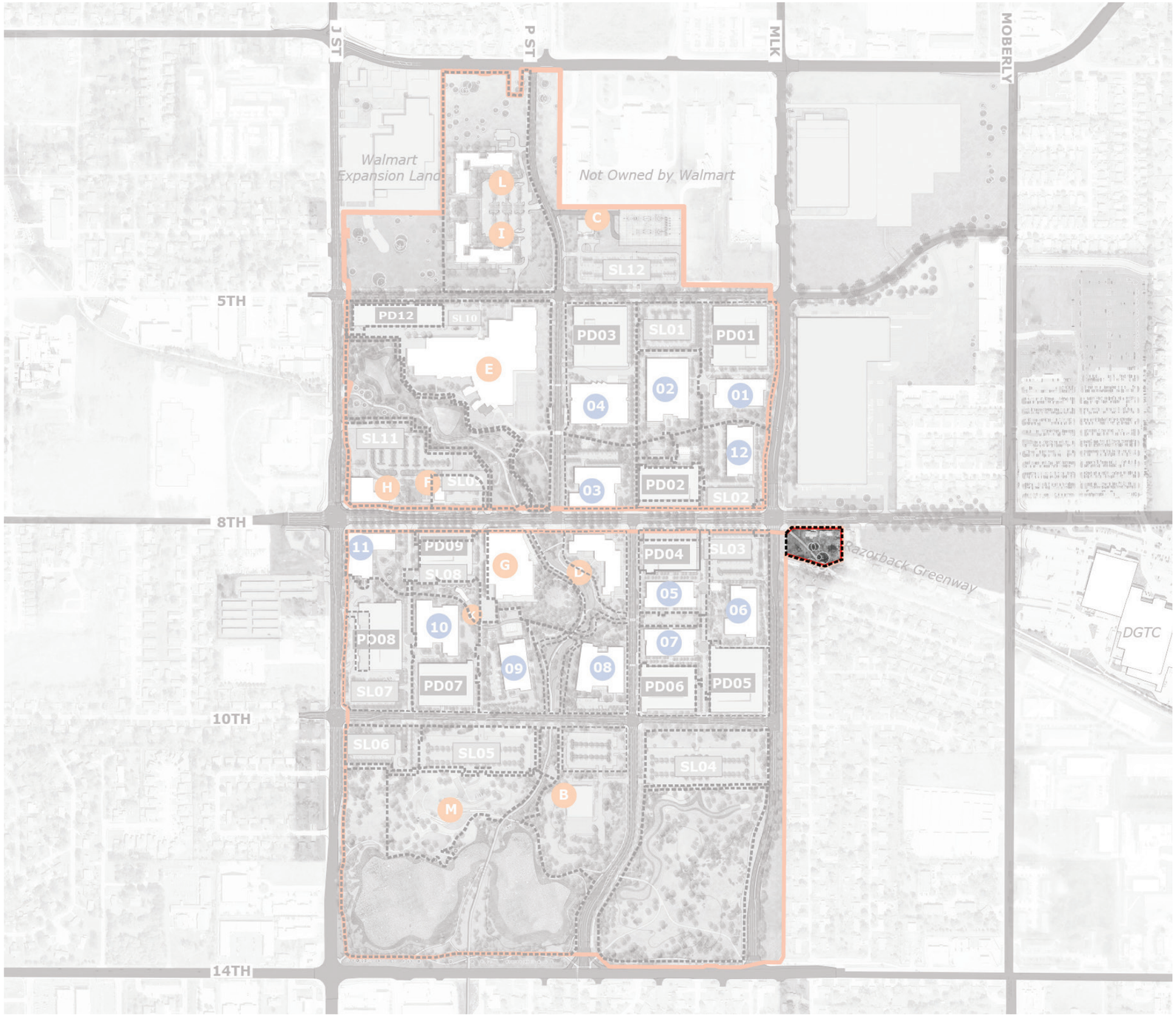
PHASE 5
PHASE 1
PHASE 3
PHASE 4
PHASE 2
14TH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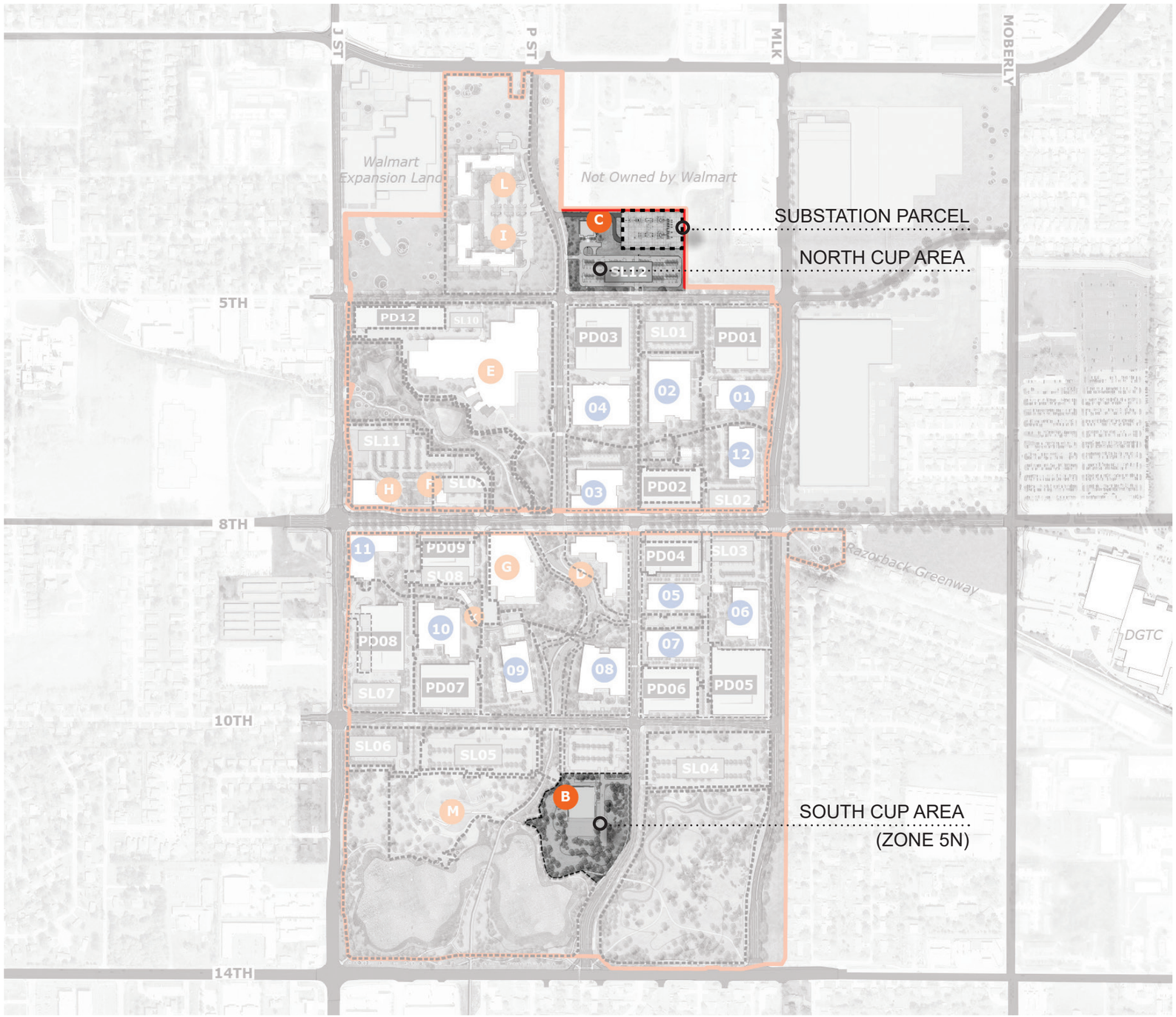
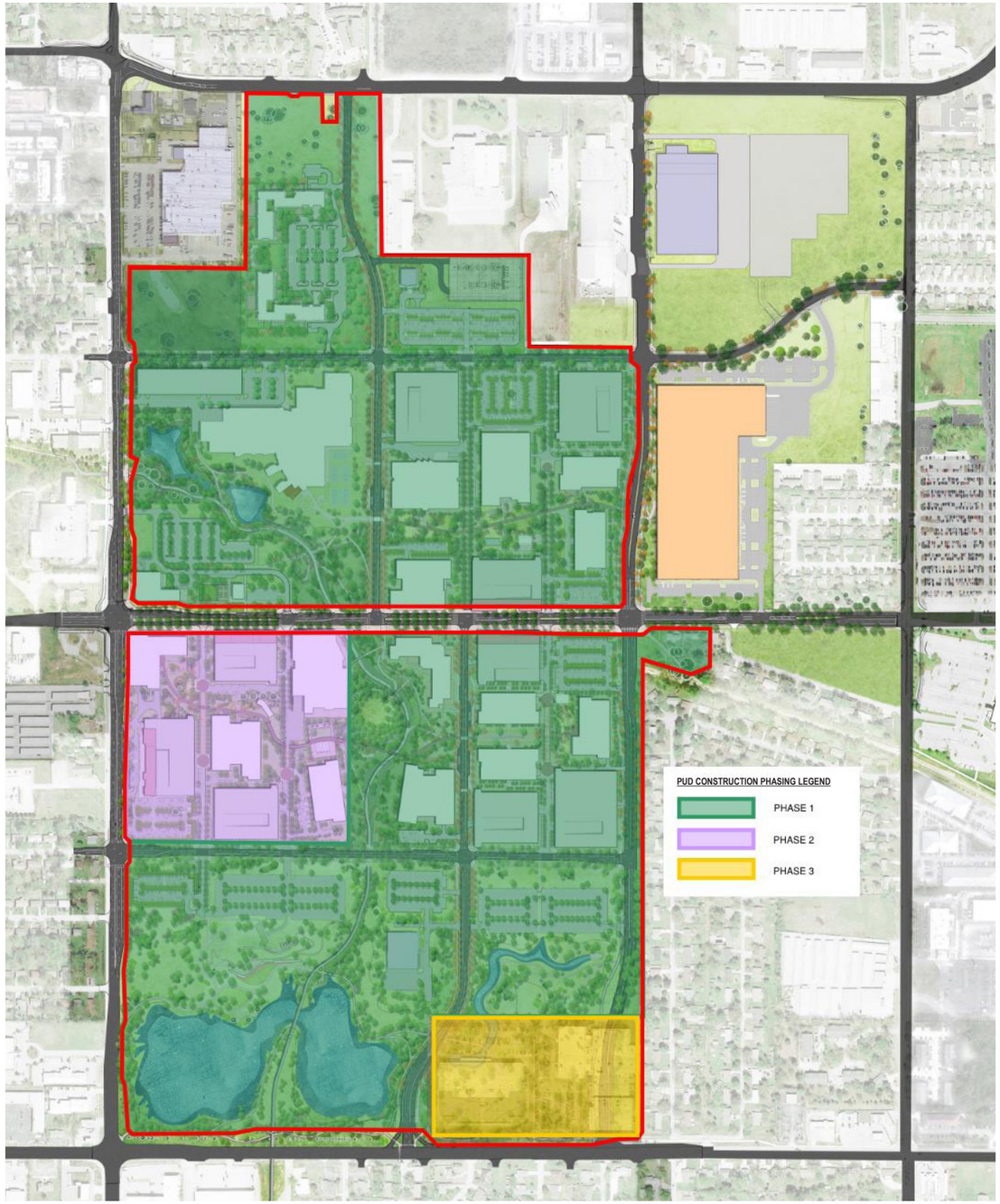
Razorback Greenway
DGTC
14TH

The Substation parcel will be granted lot access via an access easement as it does not have direct access to a public street.





PHASE 1

Required Parking Spaces:	5,730
Total Parking Spaces:	10,620
Additional Motorcycle Spaces:	36

PHASE 2

Required Parking Spaces:	2,846
Total Parking Spaces:	3,174
Additional Motorcycle Spaces:	18

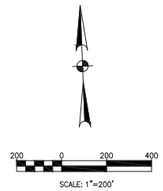
PHASE 3

Required Parking Spaces:	0
Total Parking Spaces:	0

ROW & SETBACK BOUNDARIES



LEGEND



PROPOSED ROW

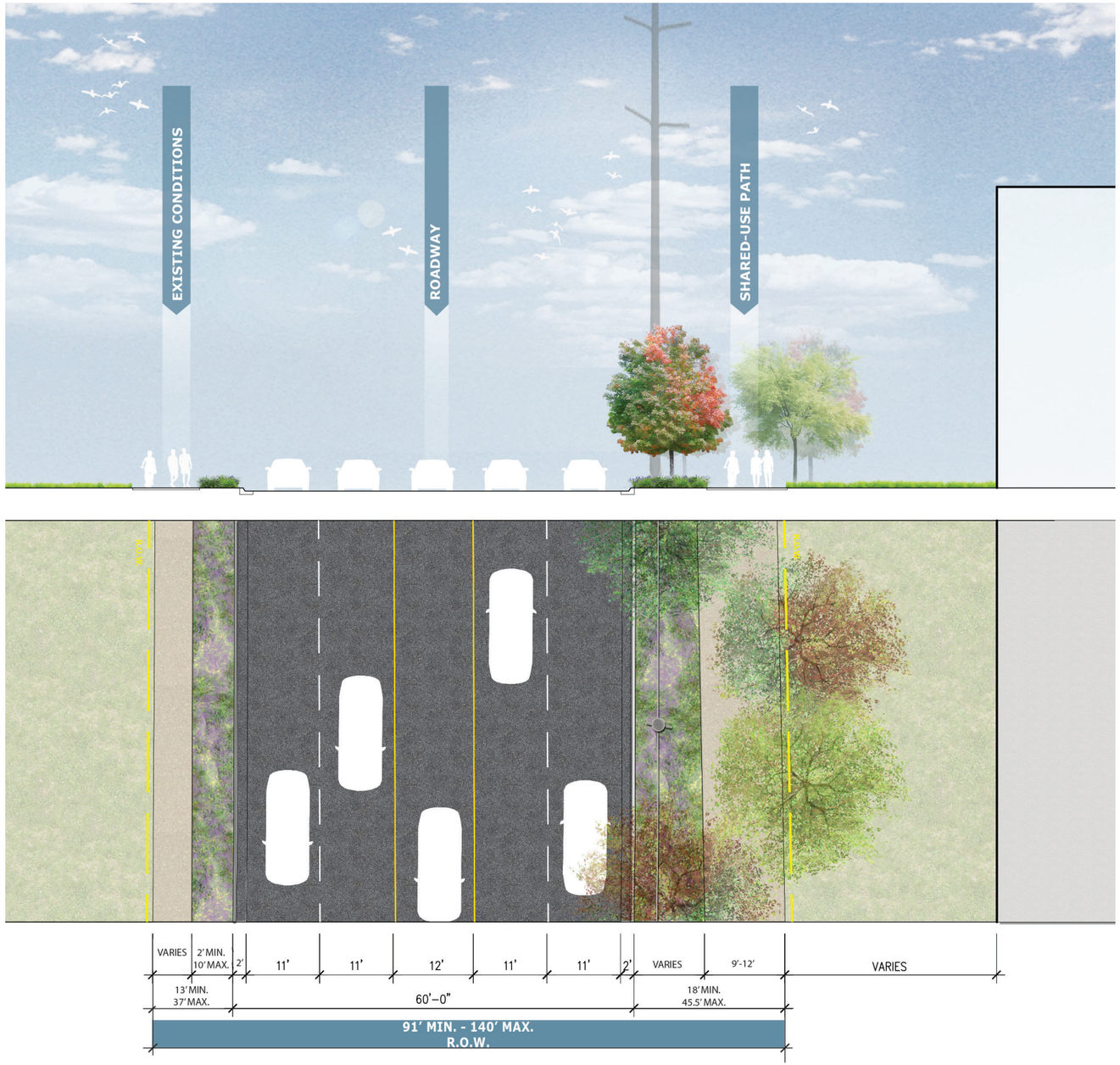
EXISTING ROW/EXISTING PROPERTY LINE

BUILDING SETBACK

10' BUILDING SETBACK – J STREET, 14TH, E. CENTRAL STREET
10' BUILDING SETBACK – MLK PARKWAY
0' BUILDING SETBACK – 8TH STREET

*WHERE A UTILITY EASEMENT EXIST THE EASEMENT SHALL BE THE SETBACK IF THE EASEMENT IS GREATER THAN THE SETBACK

100' MAX. BUILDING HEIGHT
ABOVE GROUND LEVEL FINISHED FLOOR ELEVATION



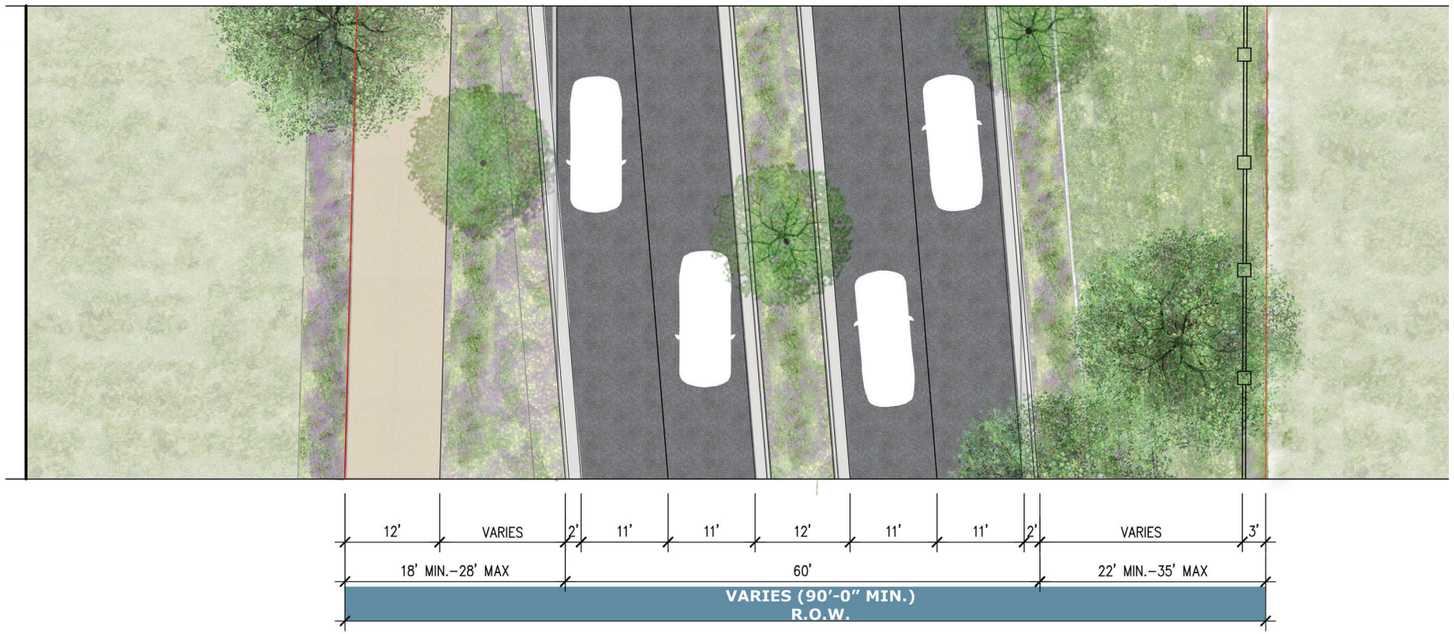
PROPOSED GUIDELINES

EAST

- *6' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk Note: Reduced width where necessary to minimize impact to existing trees.*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities shall not exceed a mature height of 25 feet.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



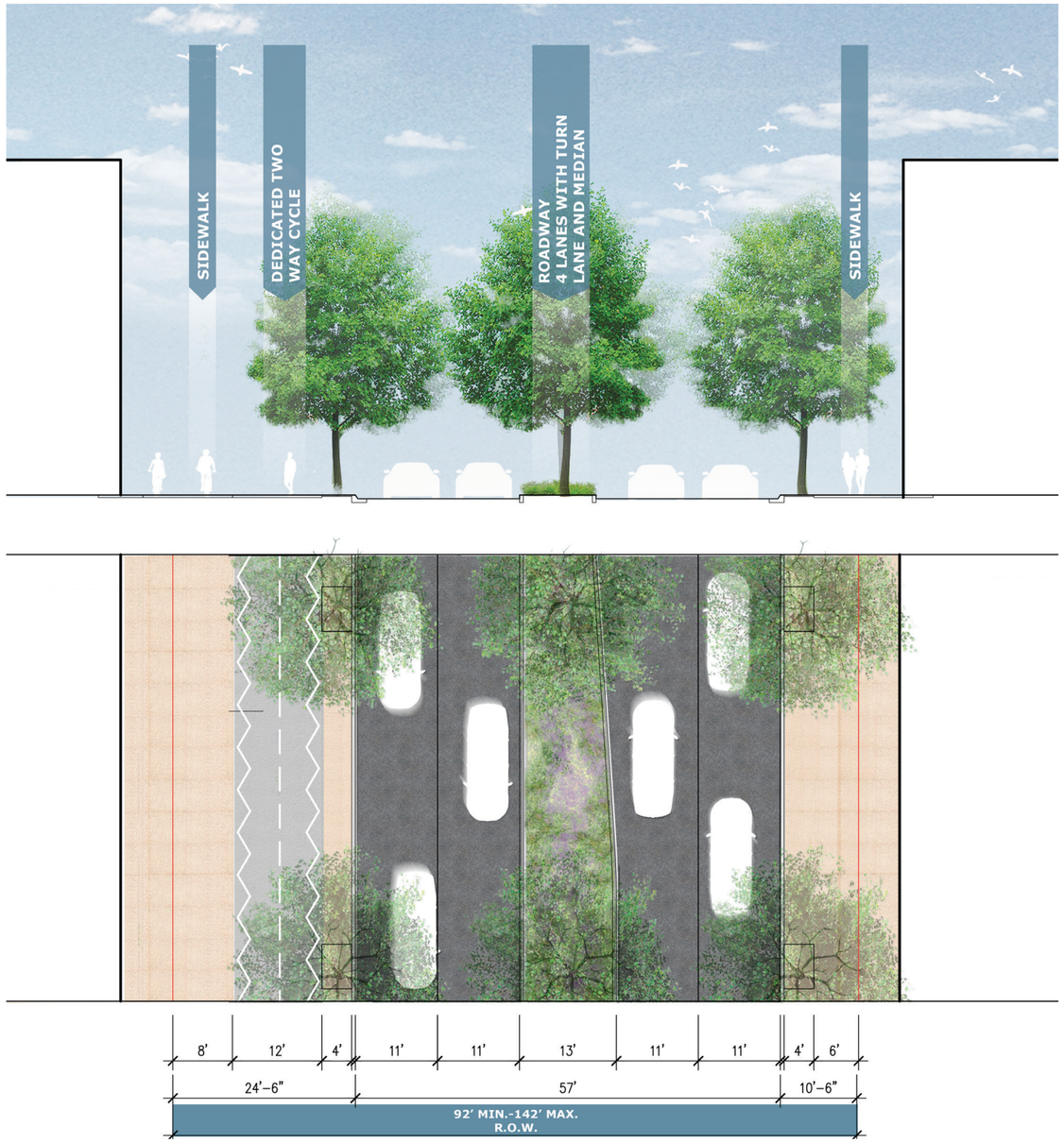


PROPOSED GUIDELINES

EAST & WEST

- *6' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk (on west side only)*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development



PROPOSED GUIDELINES

NORTH

- *4' wide paved curb zone*
- *6' Min. wide sidewalk*

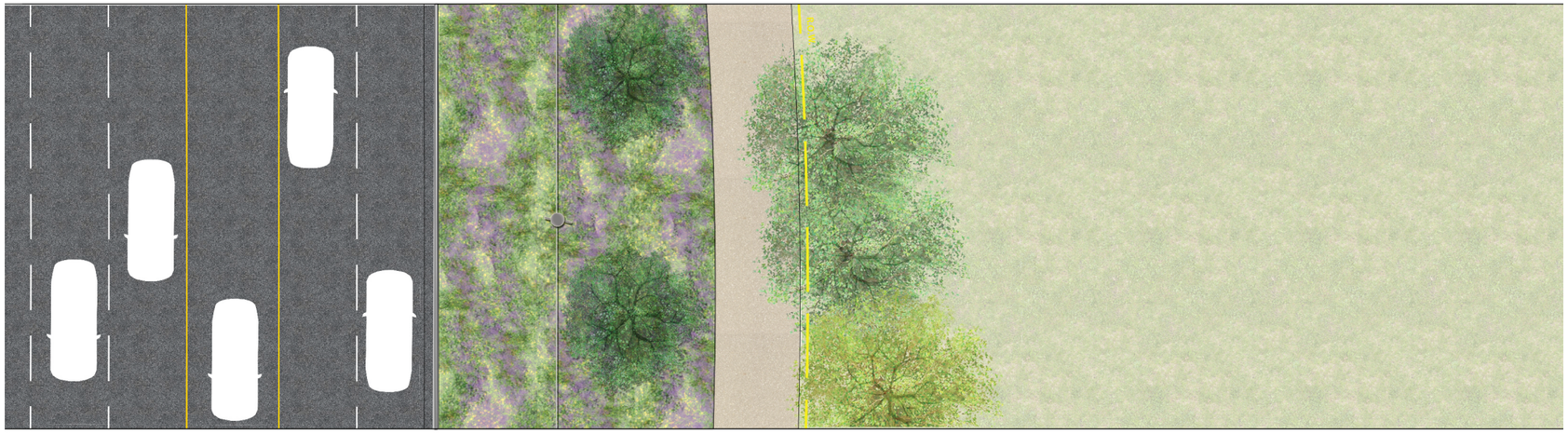
SOUTH

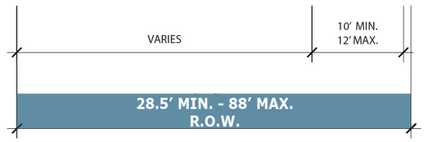
- *4' paved curb zone*
- *12' wide two-way cycle path*
- *8' Min. wide sidewalk*

- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development





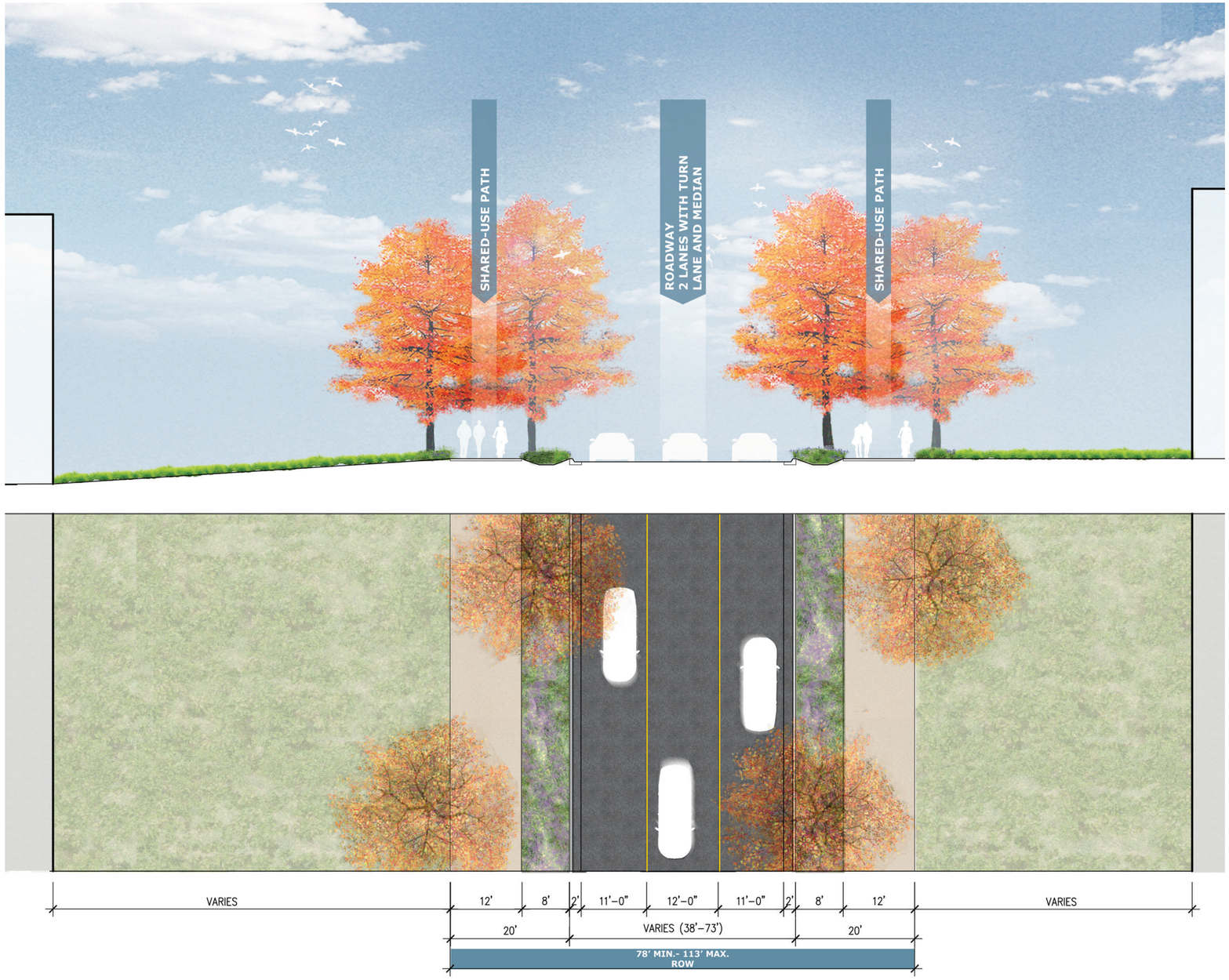


PROPOSED GUIDELINES

NORTH

- *8' Min. wide green space curb zone*
- *10' Min. wide shared-use sidewalk*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*
- *New trees planted under overhead utilities will be coordinated with AEP/ SWEPCO.*

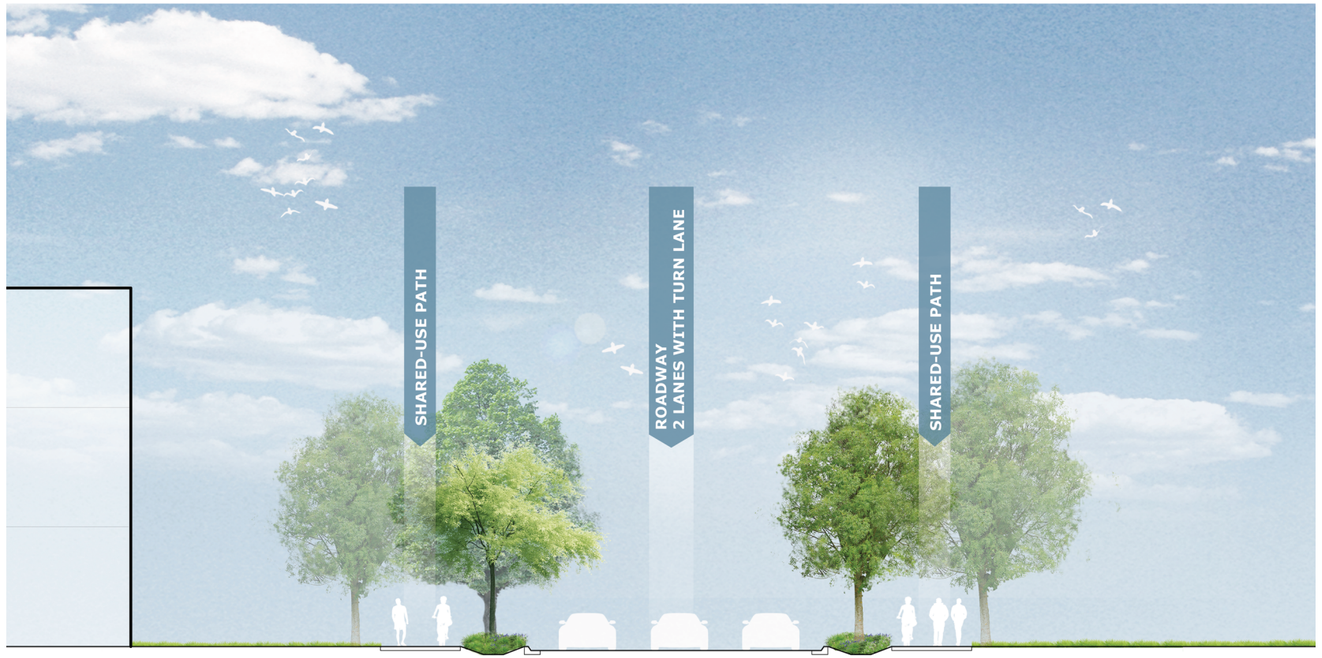
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development
**Roadway lane layout provided for reference only and subject to change based on approved documents

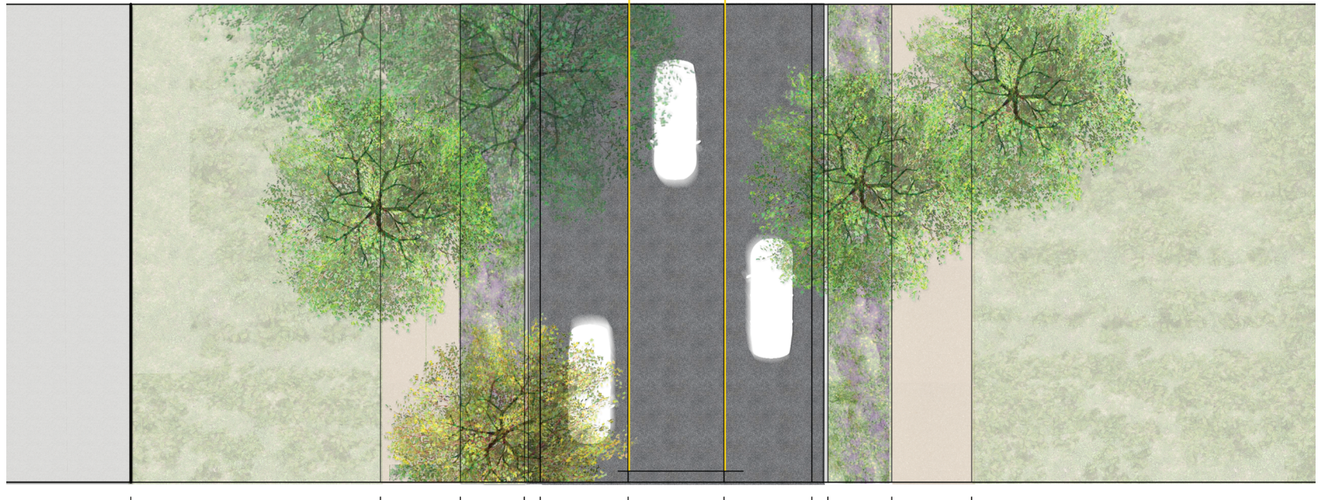


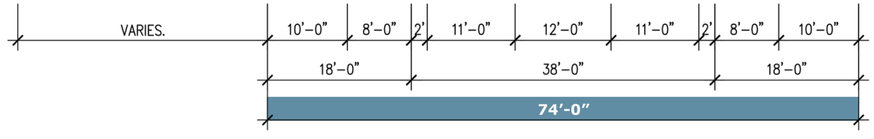
PROPOSED GUIDELINES

- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development





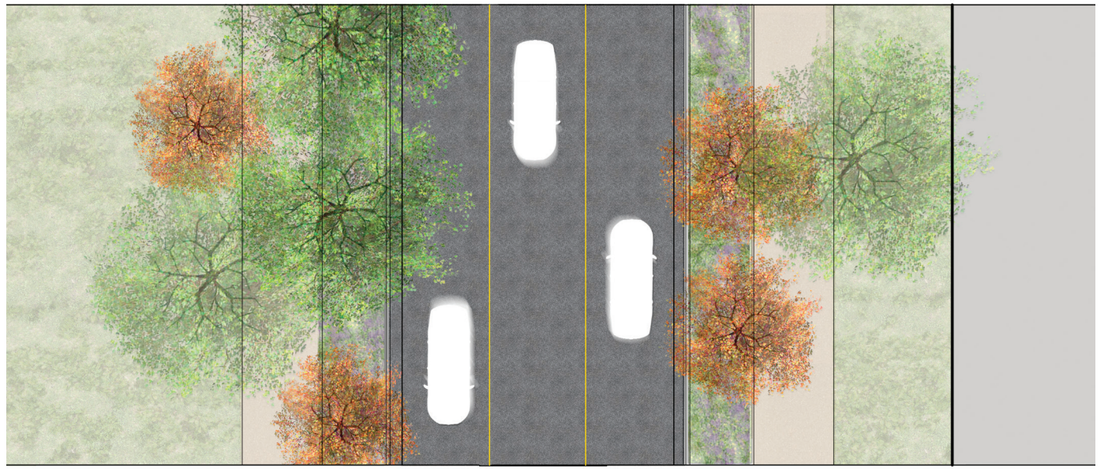


*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*





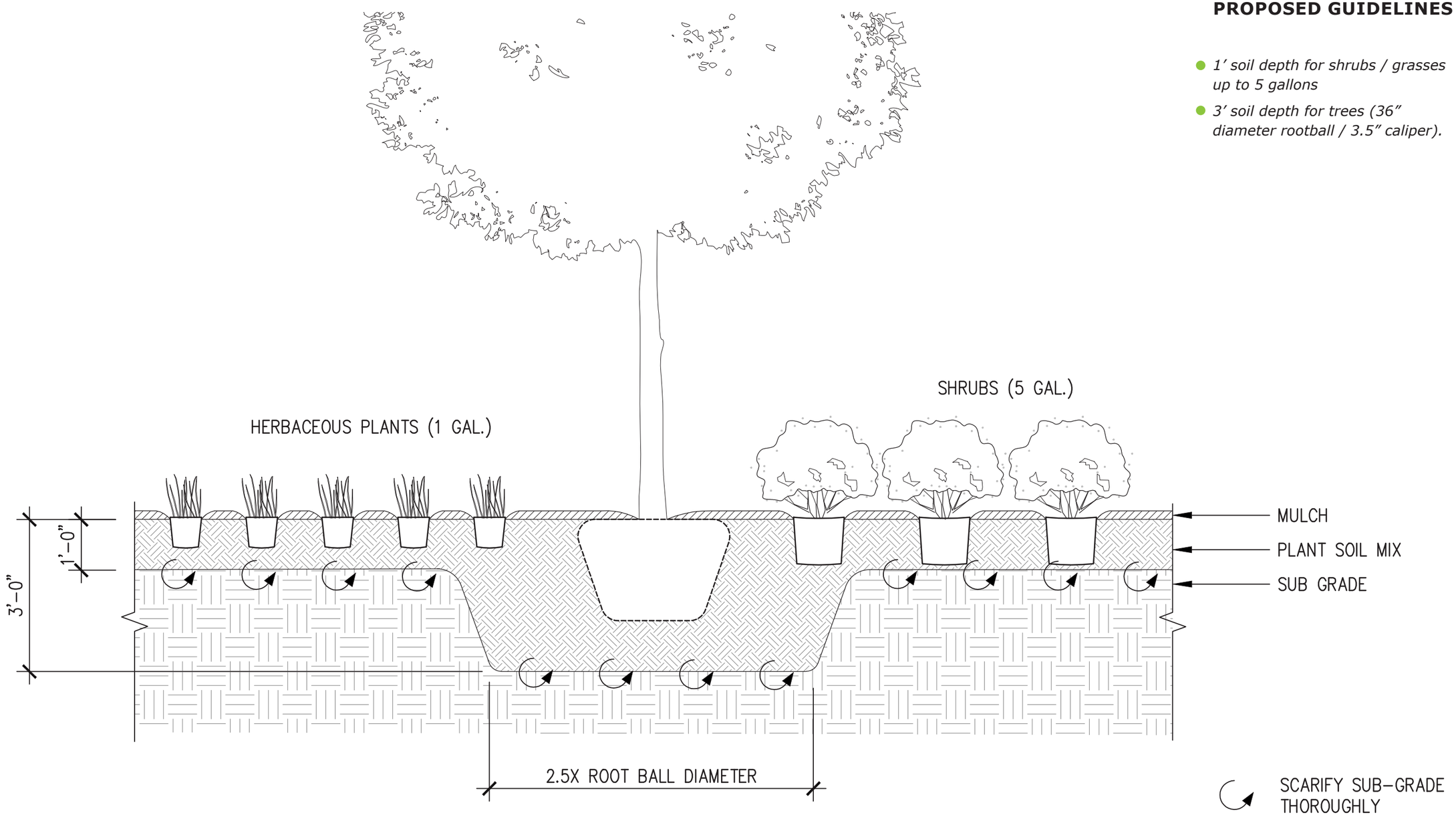
*All utility clearance standards (trees, pavement, adjacent utilities) will be coordinated with the City of Bentonville during Large Scale Development

PROPOSED GUIDELINES

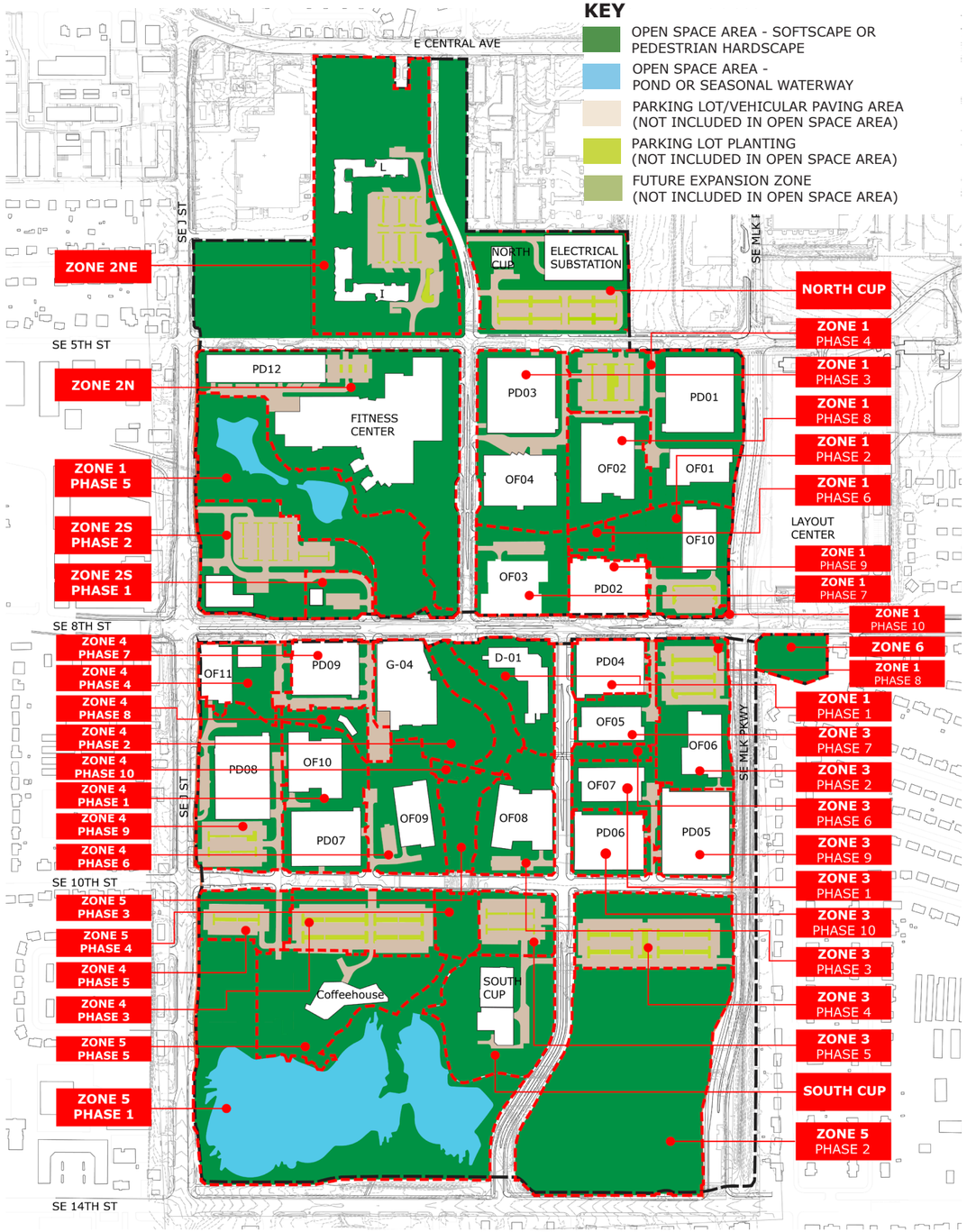
- *8' wide green space curb zone*
- *10' Min. wide shared-use sidewalk on at least one side of the street*
- *Shade trees provided at a minimum rate of one (1) shade tree per every forty (40) linear feet or fraction thereof of street frontage.*

PROPOSED GUIDELINES

- *1’ soil depth for shrubs / grasses up to 5 gallons*
- *3’ soil depth for trees (36” diameter rootball / 3.5” caliper).*



OPEN SPACE AREA



ZONE 1 PHASE 1
AREA: 5.32 acres
OPEN SPACE: 2.45 acres
OPEN SPACE PERCENTAGE: 46%
(26% ABOVE REQUIREMENT)

ZONE 1 PHASE 2
AREA: 5.46 acres
OPEN SPACE: 3.43 acres
OPEN SPACE PERCENTAGE: 63%
(43% ABOVE REQUIREMENT)

ZONE 1 PHASE 3
AREA: 7.73 acres
OPEN SPACE: 2.55 acres
OPEN SPACE PERCENTAGE: 33%
(13% ABOVE REQUIREMENT)

ZONE 1 PHASE 4
AREA: 9.82 acres
OPEN SPACE: 4.04 acres
OPEN SPACE PERCENTAGE: 41%
(21% ABOVE REQUIREMENT)

ZONE 1 PHASE 5
AREA: 11.09 acres
OPEN SPACE: 9.89 acres
OPEN SPACE POND: 1.2 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 1 PHASE 6
AREA: 0.57 acres
OPEN SPACE: 0.57 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 1 PHASE 7
AREA: 2.94 acres
OPEN SPACE: 1.33 acres
OPEN SPACE PERCENTAGE: 45%
(25% ABOVE REQUIREMENT)

ZONE 1 PHASE 8
AREA: 4.21 acres
OPEN SPACE: 2.04 acres
OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

ZONE 1 PHASE 9
AREA: 2.25 acres
OPEN SPACE: 0.27 acres
OPEN SPACE PERCENTAGE: 12%
(8% BELOW REQUIREMENT)

ZONE 1 PHASE 10
AREA: 0.05 acres
OPEN SPACE: 0.05 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 2S PHASE 1
AREA: 1.42 acres
OPEN SPACE: 0.82 acres
OPEN SPACE PERCENTAGE: 58%
(38% ABOVE REQUIREMENT)

ZONE 2S PHASE 2
AREA: 6.65 acres
OPEN SPACE: 3.22 acres
OPEN SPACE PERCENTAGE: 48%
(28% ABOVE REQUIREMENT)

ZONE 2N
AREA: 16.2 acres
OPEN SPACE: 7.6 acres
OPEN SPACE PERCENTAGE: 47%
(27% ABOVE REQUIREMENT)

ZONE 2NE
AREA: 15.67 acres
OPEN SPACE: 11.31 acres
OPEN SPACE PERCENTAGE: 72%
(52% ABOVE REQUIREMENT)

ZONE 3 PHASE 1
AREA: 1.99 acres
OPEN SPACE: 1.49 acres
OPEN SPACE PERCENTAGE: 75%
(55% ABOVE REQUIREMENT)

ZONE 3 PHASE 2
AREA: 5.61 acres
OPEN SPACE: 2.23 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 3
AREA: 3.87 acres
OPEN SPACE: 2.37 acres
OPEN SPACE PERCENTAGE: 40%
(20% ABOVE REQUIREMENT)

ZONE 3 PHASE 4
AREA: 5.61 acres
OPEN SPACE: 2.08 acres
OPEN SPACE PERCENTAGE: 37%
(17% ABOVE REQUIREMENT)

ZONE 3 PHASE 5
AREA: 2.22 acres
OPEN SPACE: 0.78 acres
OPEN SPACE PERCENTAGE: 35%
(15% ABOVE REQUIREMENT)

ZONE 3 PHASE 6
AREA: 0.58 acres
OPEN SPACE: 0.58 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 7
AREA: 2.34 acres
OPEN SPACE: 1.0 acres
OPEN SPACE PERCENTAGE: 43%
(23% ABOVE REQUIREMENT)

ZONE 3 PHASE 8
AREA: 0.03 acres
OPEN SPACE: 0.03 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 3 PHASE 9
AREA: 3.11 acres
OPEN SPACE: 0.38 acres
OPEN SPACE PERCENTAGE: 12%
(8% BELOW REQUIREMENT)

ZONE 3 PHASE 10
AREA: 2.29 acres
OPEN SPACE: 0.43 acres
OPEN SPACE PERCENTAGE: 19%
(1% BELOW REQUIREMENT)

ZONE 4 PHASE 1
AREA: 5.65 acres
OPEN SPACE: 2.2 acres
OPEN SPACE PERCENTAGE: 39%
(19% ABOVE REQUIREMENT)

ZONE 4 PHASE 2
AREA: 4.7 acres
OPEN SPACE: 2.4 acres
OPEN SPACE PERCENTAGE: 51%
(31% ABOVE REQUIREMENT)

ZONE 4 PHASE 3
AREA: 4.29 acres
OPEN SPACE: 0.8 acres
OPEN SPACE PERCENTAGE: 19%
(1% BELOW REQUIREMENT)

ZONE 4 PHASE 4
AREA: 2.84 acres
OPEN SPACE: 1.51 acres
OPEN SPACE PERCENTAGE: 53%
(33% ABOVE REQUIREMENT)

ZONE 4 PHASE 5
AREA: 2.34 acres
OPEN SPACE: 1.14 acres
OPEN SPACE PERCENTAGE: 49%
(29% ABOVE REQUIREMENT)

ZONE 4 PHASE 6
AREA: 4.35 acres
OPEN SPACE: 2.65 acres
OPEN SPACE PERCENTAGE: 61%
(41% ABOVE REQUIREMENT)

ZONE 4 PHASE 7
AREA: 3.19 acres
OPEN SPACE: 0.76 acres
OPEN SPACE PERCENTAGE: 24%
(4% ABOVE REQUIREMENT)

ZONE 4 PHASE 8
AREA: 0.99 acres
OPEN SPACE: 0.92 acres
OPEN SPACE PERCENTAGE: 93%
(73% ABOVE REQUIREMENT)

ZONE 4 PHASE 9
AREA: 6.48 acres
OPEN SPACE: 1.84 acres
OPEN SPACE PERCENTAGE: 28%
(8% ABOVE REQUIREMENT)

ZONE 4 PHASE 10
AREA: 0.35 acres
OPEN SPACE: 0.35 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 1
AREA: 22.4 acres
OPEN SPACE: 9.9 acres
OPEN SPACE POND: 12.5 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 2
AREA: 17.02 acres
OPEN SPACE: 17.02 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 3
AREA: 1.69 acres
OPEN SPACE: 1.69 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 4
AREA: 1.30 acres
OPEN SPACE: 1.30 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

ZONE 5 PHASE 5
AREA: 6.62 acres
OPEN SPACE: 5.02 acres
OPEN SPACE PERCENTAGE: 83%
(63% ABOVE REQUIREMENT)

ZONE 6
AREA: 1.47 acres
OPEN SPACE: 1.47 acres
OPEN SPACE PERCENTAGE: 100%
(80% ABOVE REQUIREMENT)

NCUP
AREA: 7.42 acres
OPEN SPACE: 2.51 acres
OPEN SPACE PERCENTAGE: 34%
(14% ABOVE REQUIREMENT)

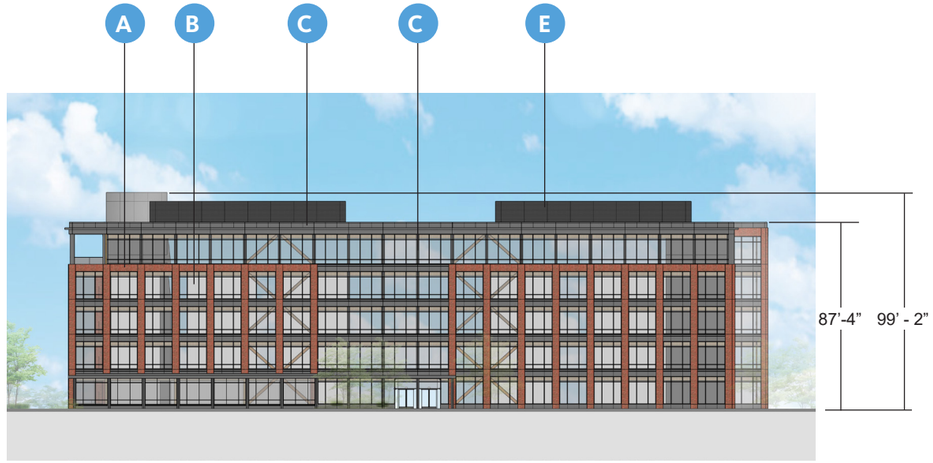
SCUP
AREA: 6.07 acres
OPEN SPACE: 4.34 acres
OPEN SPACE PERCENTAGE: 71%
(51% ABOVE REQUIREMENT)

TOTAL AREA: 252.38 ACRES
OPEN SPACE: 136.44 acres
OPEN SPACE PERCENTAGE: 54%
(34% ABOVE REQUIREMENT)

Note: PUD Revision 20 includes the addition of a parking lot in lieu of open space in Zone 3 Phase 5; and the adjustment of the phase boundary for Zone 5 Phase 4



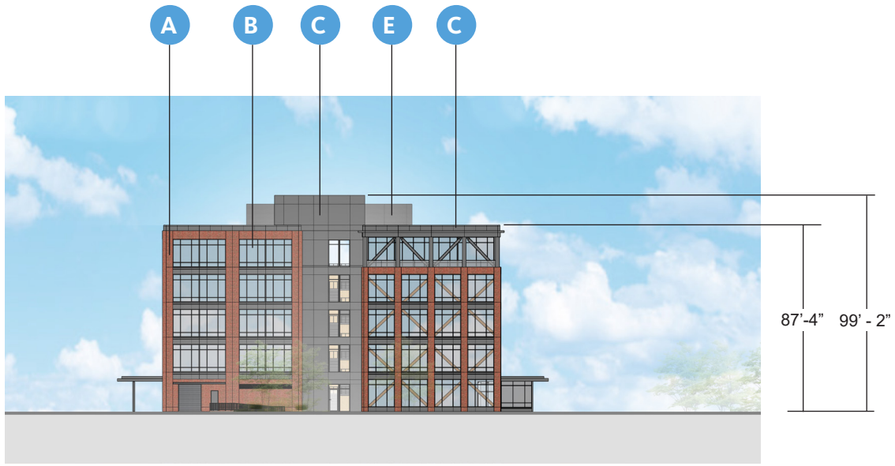
NORTH ELEVATION



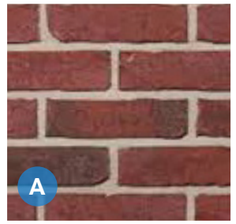
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



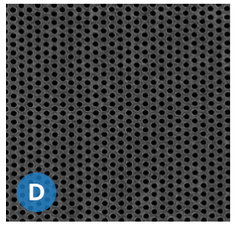
BR01- RED THIN BRICK



GL01- VISION GLASS



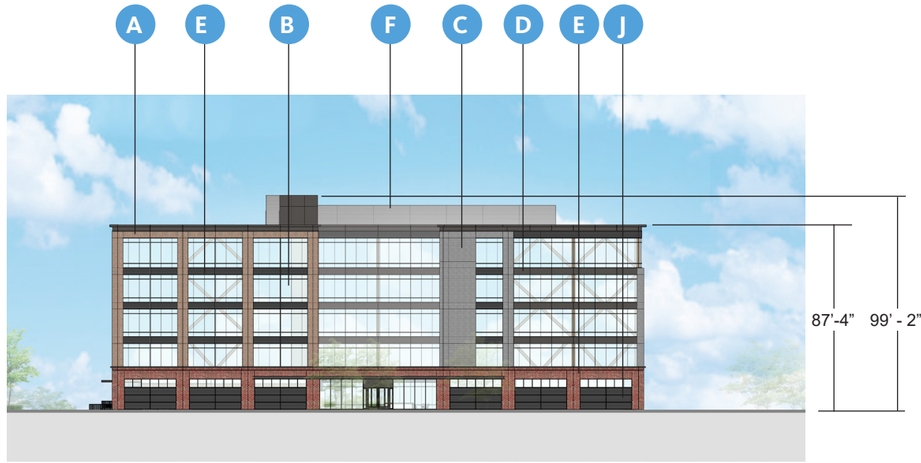
MP01- GRAY METAL MINIMUM 24 GAUGE



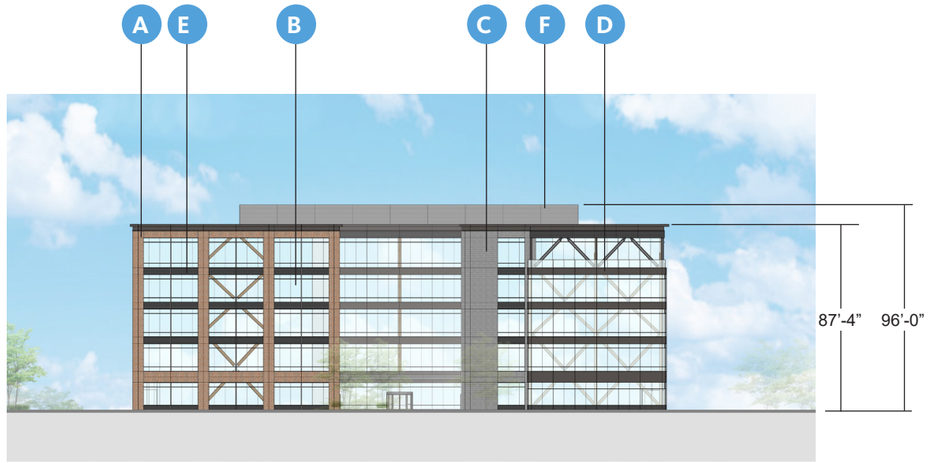
MP05- PERFORATED METAL MINIMUM 24 GAUGE



WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



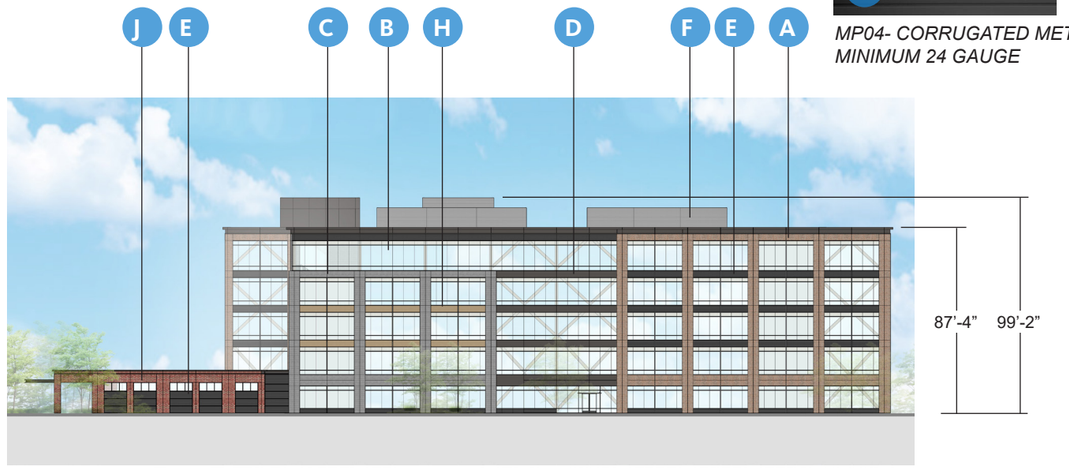
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



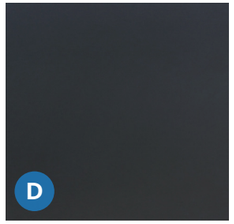
BR02- RED THIN BRICK



GL01- VISION GLASS



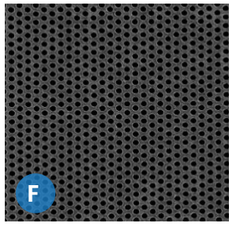
BR04- GRAY THIN BRICK



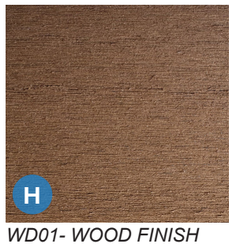
MP03- BLACK METAL
MINIMUM 24 GAUGE



MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



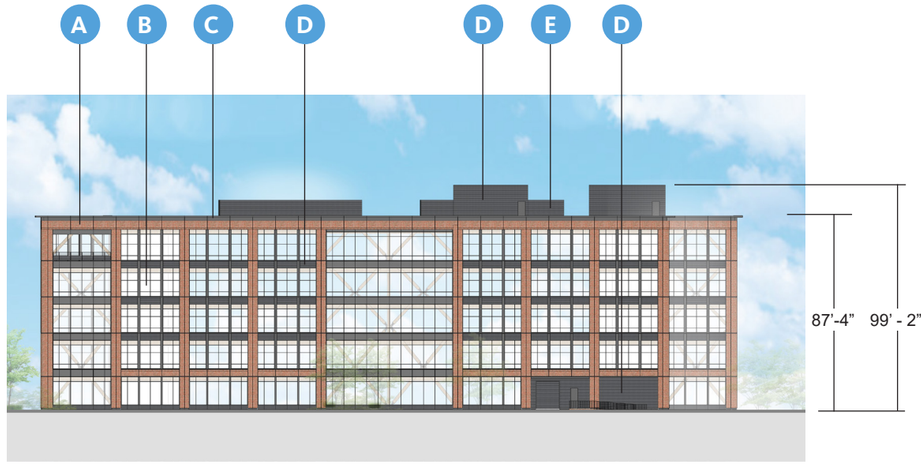
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



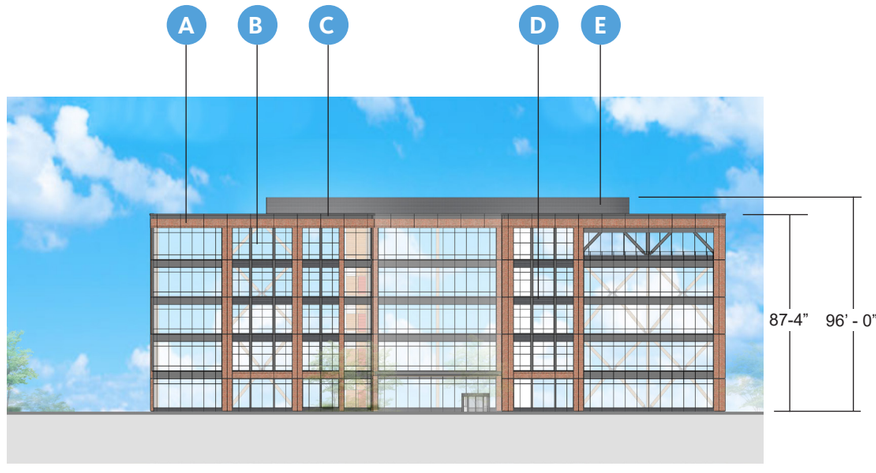
BR05- RED THIN BRICK



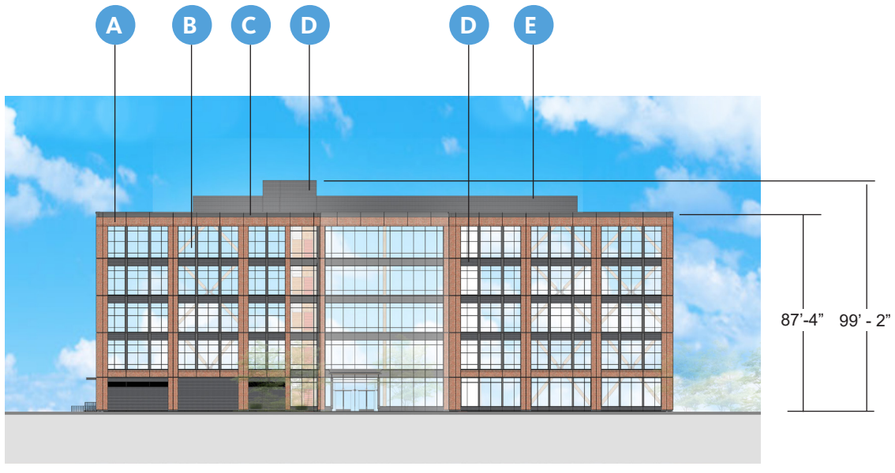
NORTH ELEVATION



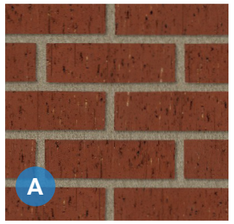
SOUTH ELEVATION



EAST ELEVATION



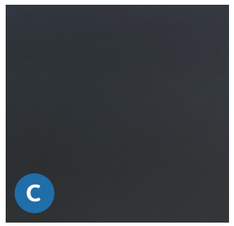
WEST ELEVATION



BR01- RED THIN BRICK



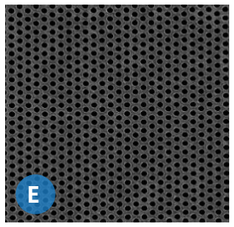
GL01- VISION GLASS



MP03- BLACK METAL MINIMUM 24 GAUGE



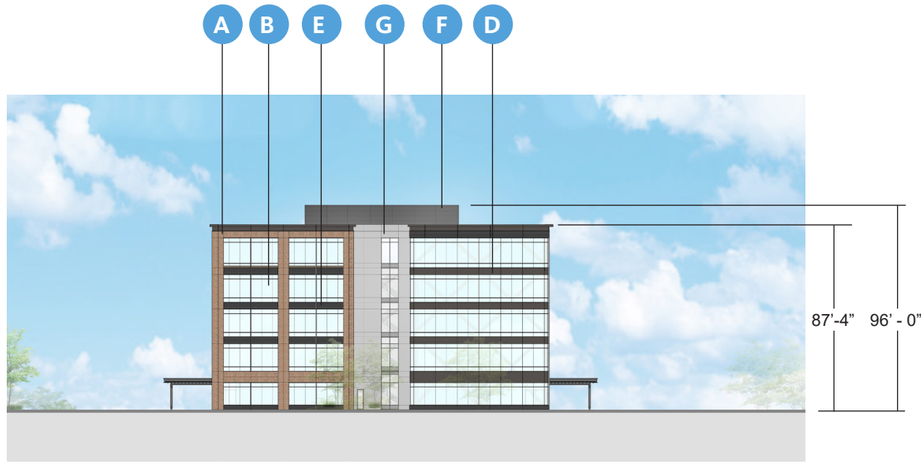
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



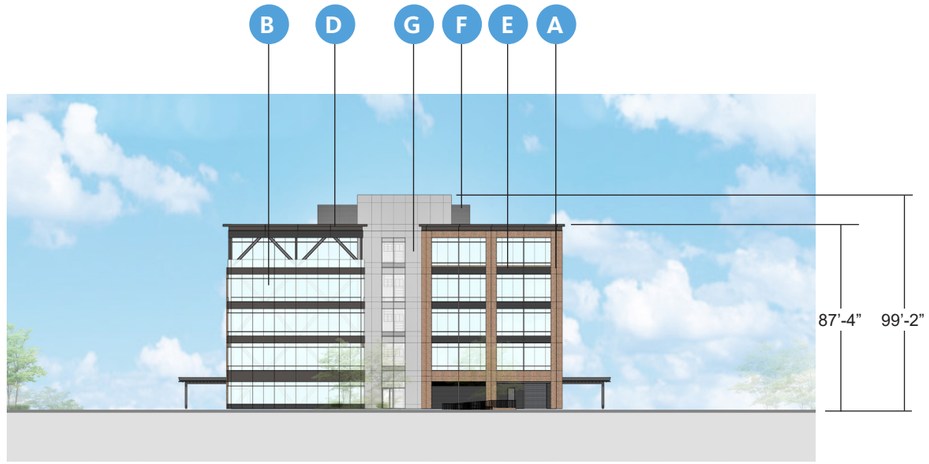
MP05- PERFORATED METAL MINIMUM 24 GAUGE



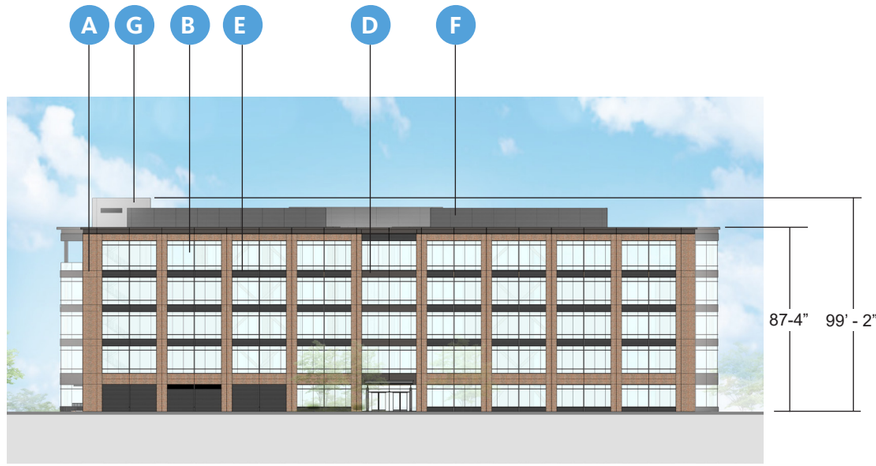
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



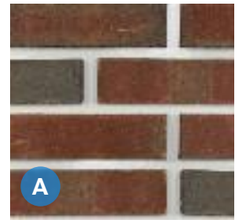
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



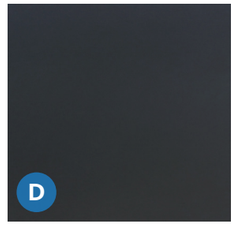
BR02- RED THIN BRICK



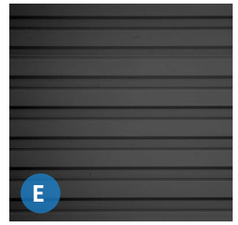
GL01- VISION GLASS



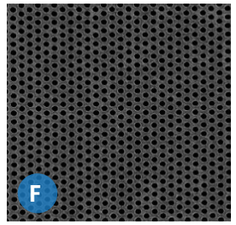
BR04- GRAY THIN BRICK



MP03- BLACK METAL
MINIMUM 24 GAUGE



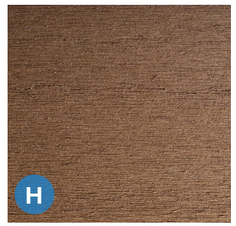
MP04- CORRUGATED METAL
MINIMUM 24 GAUGE



MP05- PERFORATED METAL
MINIMUM 24 GAUGE



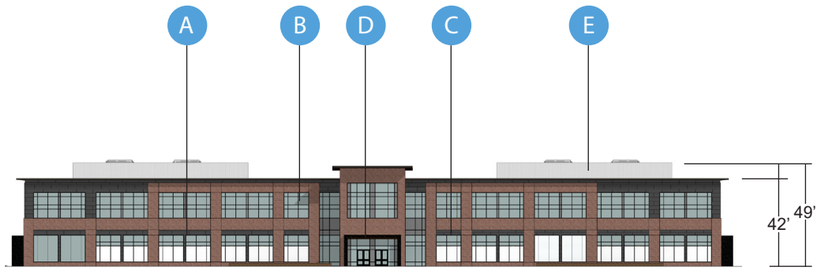
MP01- GRAY METAL
MINIMUM 24 GAUGE



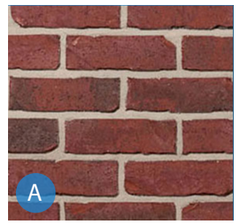
WD01- WOOD FINISH
(CANOPY AND
TERRACE SOFFITS)



NORTH ELEVATION



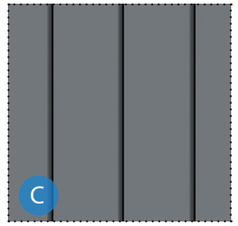
SOUTH ELEVATION



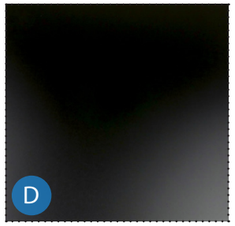
BR01- RED BRICK



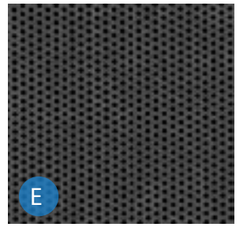
GL01- VISION GLASS



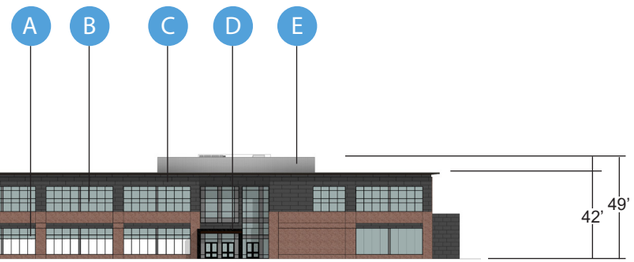
MP01- GRAY METAL
MINIMUM 24 GAUGE



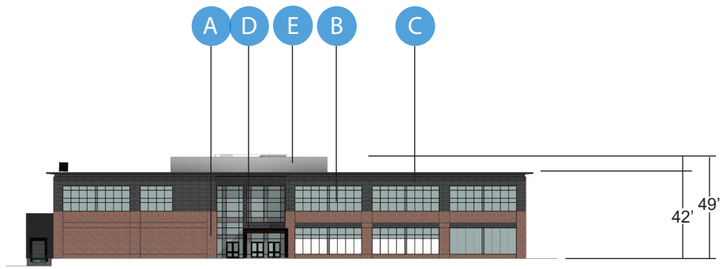
MP03- BLACK METAL
MINIMUM 24 GAUGE



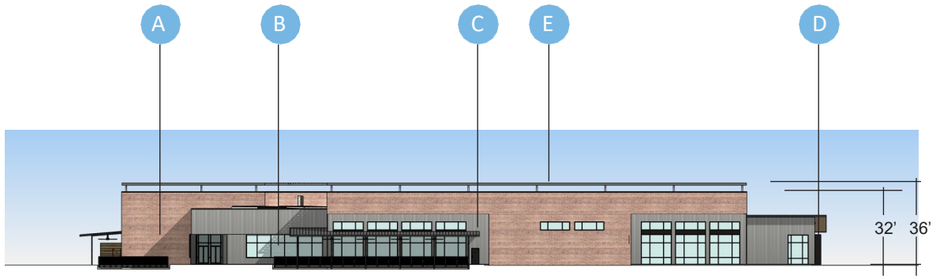
MP05- PERFORATED METAL
MINIMUM 24 GAUGE



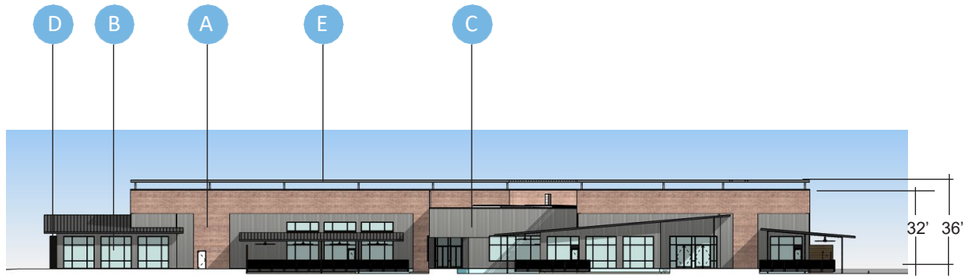
EAST ELEVATION



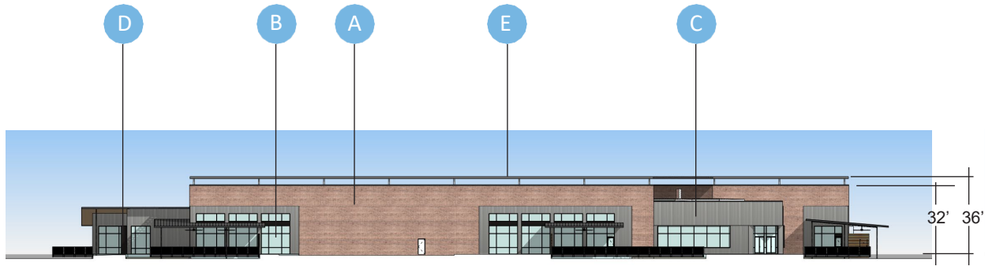
WEST ELEVATION



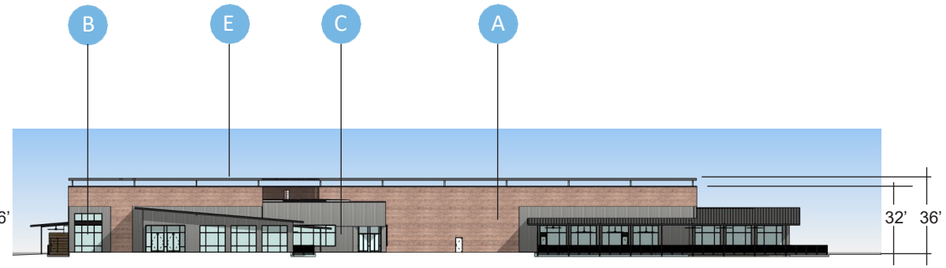
NORTH ELEVATION



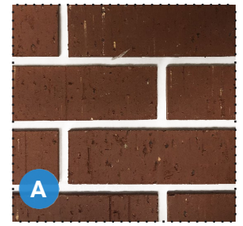
SOUTH ELEVATION



EAST ELEVATION



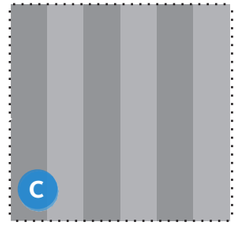
WEST ELEVATION



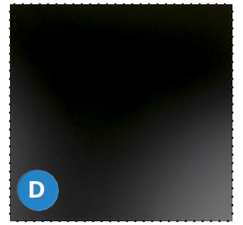
BR01- RED BRICK



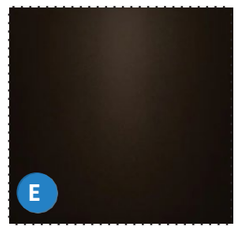
GL01- VISION GLASS



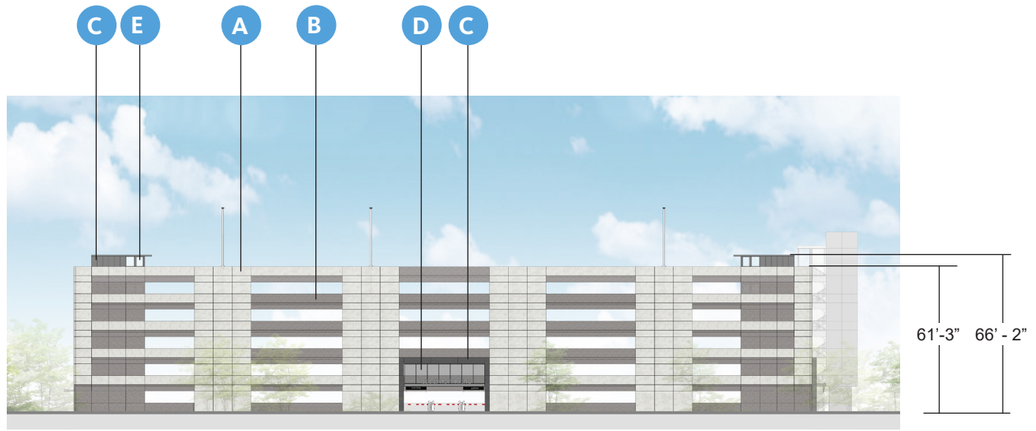
MP01- CONCEALED FASTENER METAL PANEL MINIMUM 24 GAUGE



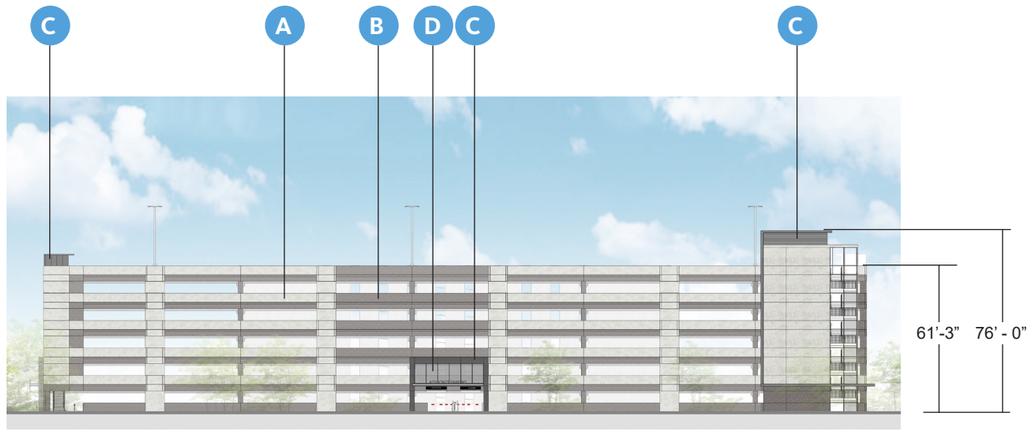
MP02- DARK METAL MINIMUM 24 GAUGE



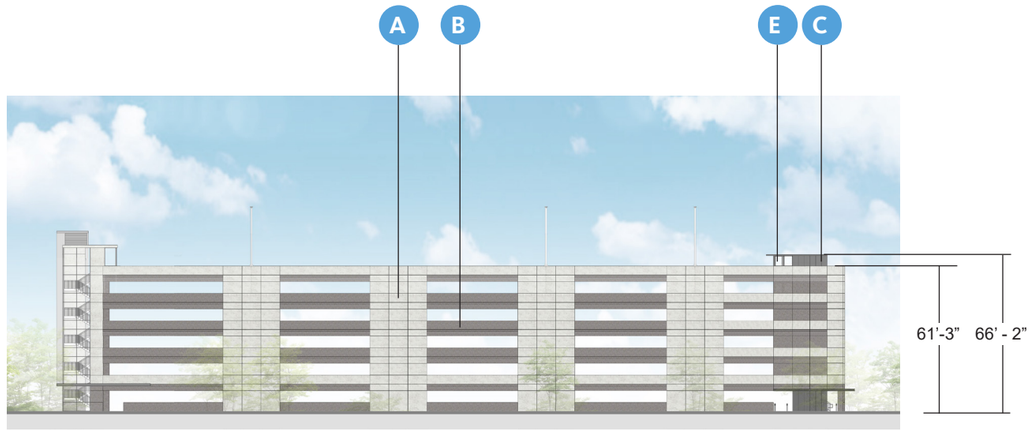
RS01- DARK BRONZE ALUMINUM ROOF SCREENING



NORTH ELEVATION



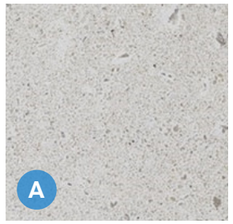
WEST ELEVATION



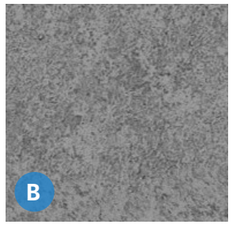
SOUTH ELEVATION



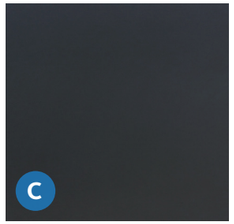
EAST ELEVATION



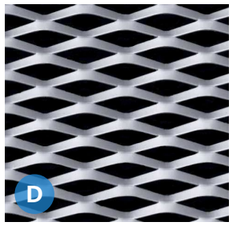
PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL MINIMUM 24 GAUGE



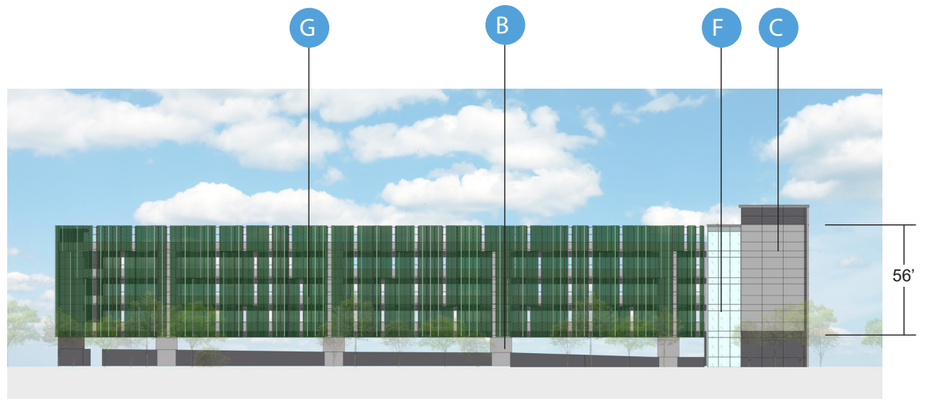
MP06 - EXPANDED METAL MINIMUM 24 GAUGE



GL01- VISION GLASS



NORTH ELEVATION



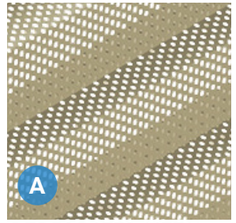
WEST ELEVATION



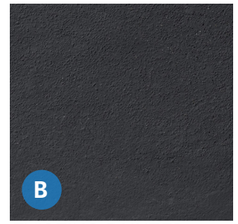
SOUTH ELEVATION



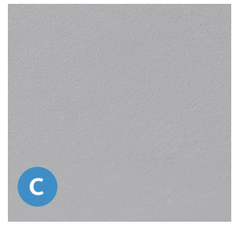
EAST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



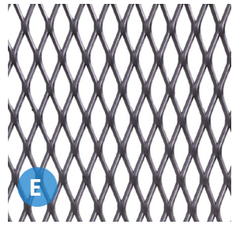
EXISTING PAINTED PRECAST CONCRETE



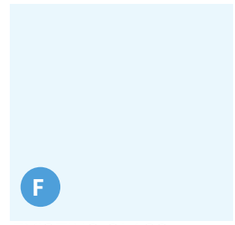
EXISTING PAINTED PRECAST CONCRETE



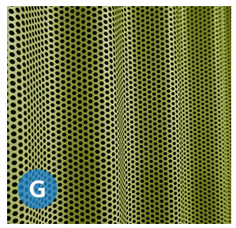
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE

PARKING GARAGE | PD02

*NOTE: Canopies encroach up to 16' into ROW



NORTH ELEVATION



SOUTH ELEVATION

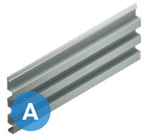


EAST ELEVATION

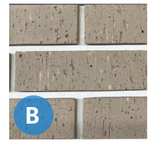


WEST ELEVATION

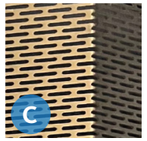
**ALL METAL PANEL MINIMUM 24 GAUGE*



MP01- METAL MORIN PANEL 1



BR01 - CLOUD GREY



MP02 - PERFORATED CUSTOM PANEL



BR02 - IRONSPOT VELOUR



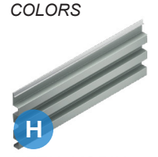
MP04 - GARAPA WOOD



MP03 - CUSTOM METAL PANEL COLORS



MF01 - MESH FABRIC - SERGE FERRARI



METAL MORIN PANEL 2



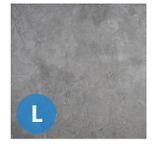
BR03 - RUBY RED VELOUR



GL01- STARPHIRE GLASS



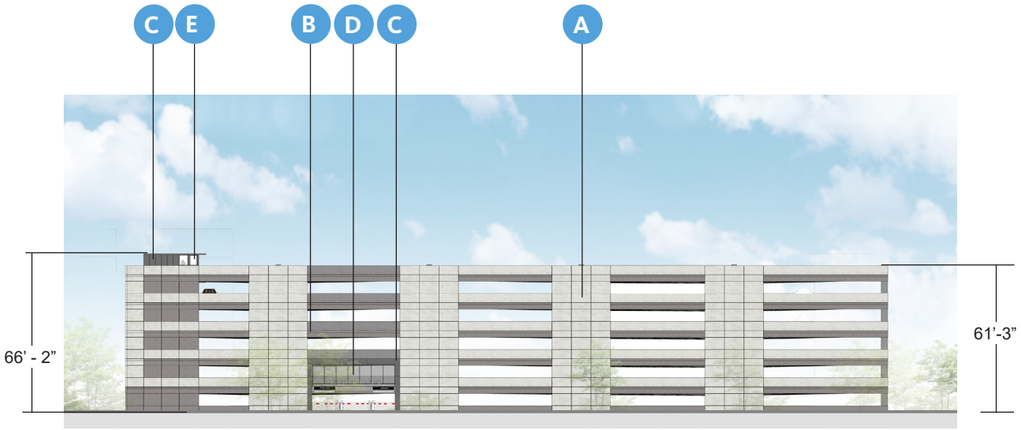
PC01 - PRECAST LIGHT



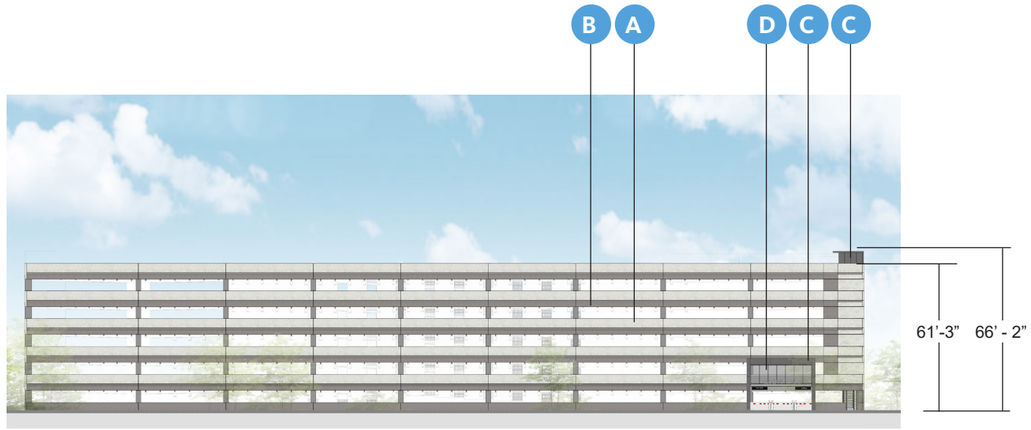
PC02 - PRECAST DARK



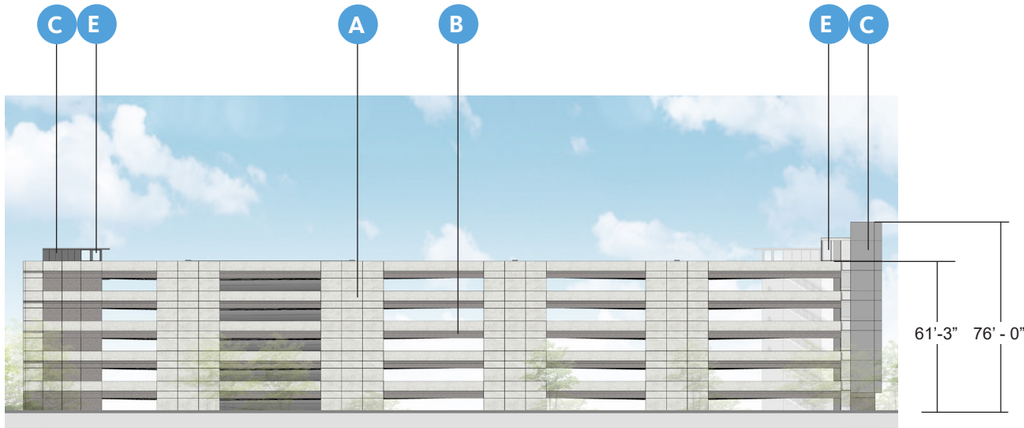
MP05 - METAL GRAPHITE GREY



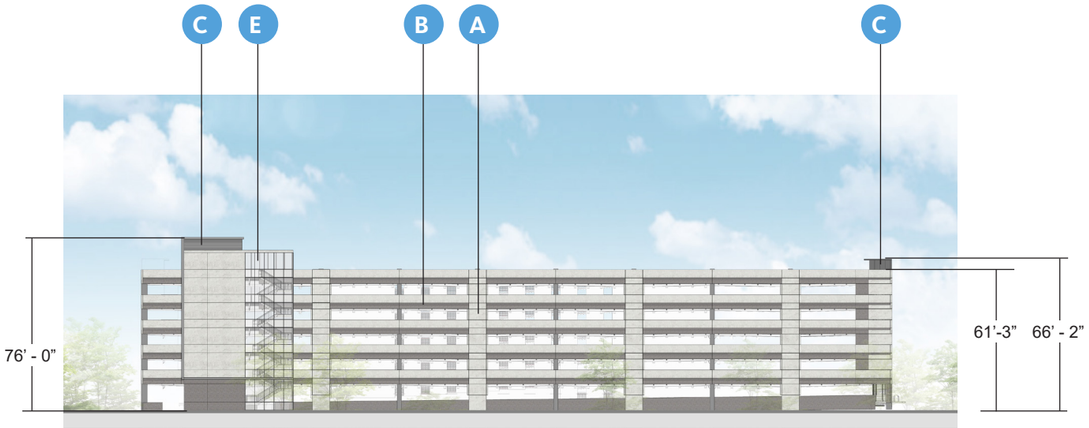
NORTH ELEVATION



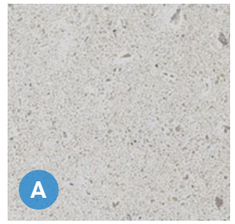
WEST ELEVATION



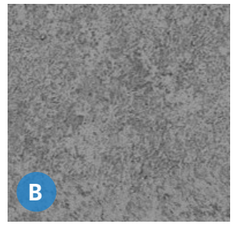
SOUTH ELEVATION



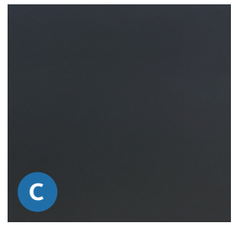
EAST ELEVATION



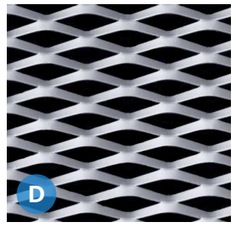
PC01- PRECAST LIGHT



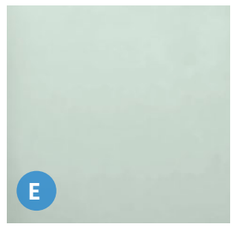
PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



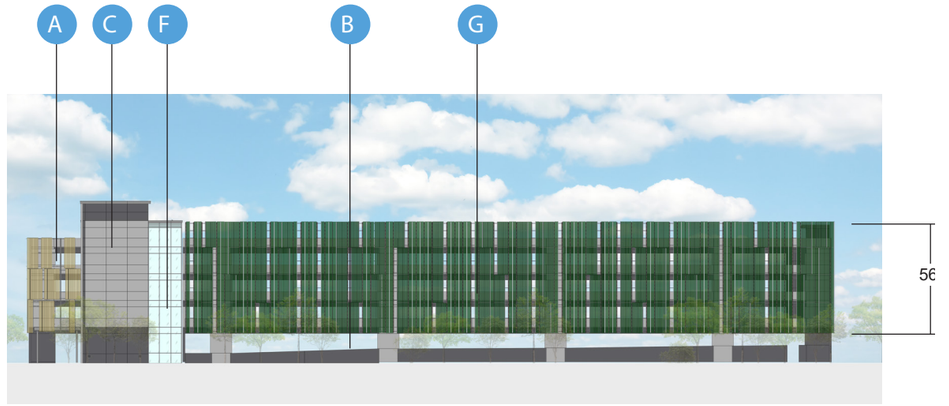
NORTH ELEVATION



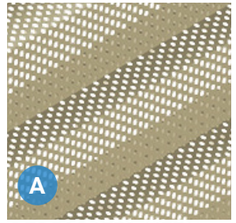
WEST ELEVATION



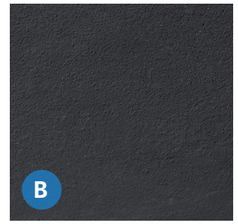
SOUTH ELEVATION



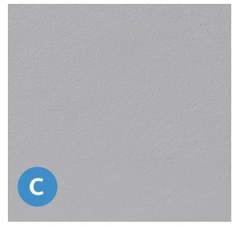
EAST ELEVATION



PERFORMATED METAL PANELS - GRAY MINIMUM 24 GAUGE



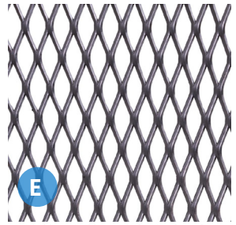
EXISTING PAINTED PRECAST CONCRETE



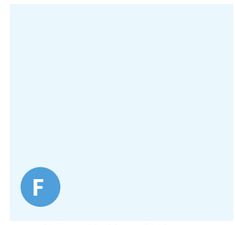
EXISTING PAINTED PRECAST CONCRETE



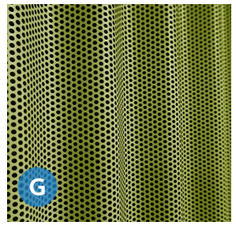
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE

PARKING GARAGE | PD04

*NOTE: Canopies encroach up to 11' into ROW



NORTH ELEVATION



SOUTH ELEVATION

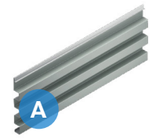


EAST ELEVATION



WEST ELEVATION

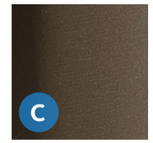
*ALL METAL PANEL MINIMUM 24 GAUGE



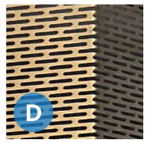
MP01- METAL MORIN PANEL 1



ST01 - LIMESTONE CLARA



MP04- METAL URBAN BRONZE



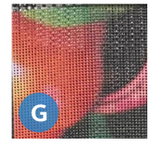
MP02 - PERFORATED CUSTOM PANEL



BR02 - 500 HARVARD



MP03 - CUSTOM METAL PANEL COLORS



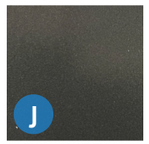
MF01 - MESH FABRIC - SERGE FERRARI



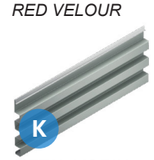
GL01- STARPHIRE GLASS



BR03 - RUBY RED VELOUR



MP05- METAL GRAPHITE GREY



METAL MORIN PANEL 2



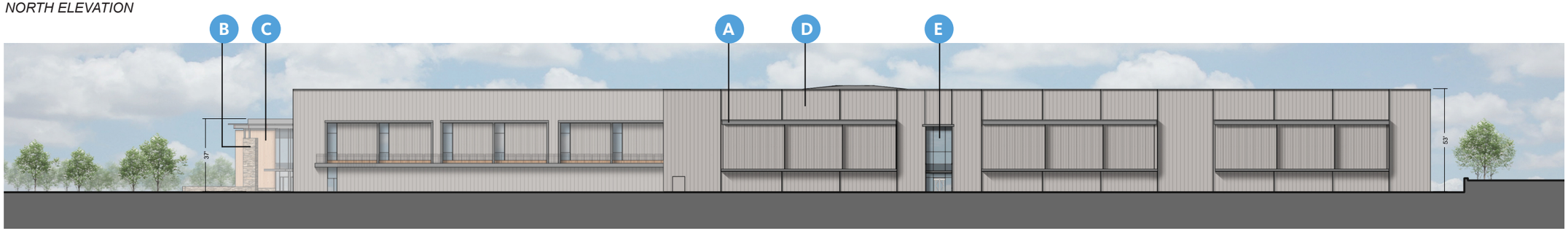
PC01 - PRECAST LIGHT



PC02 - PRECAST DARK



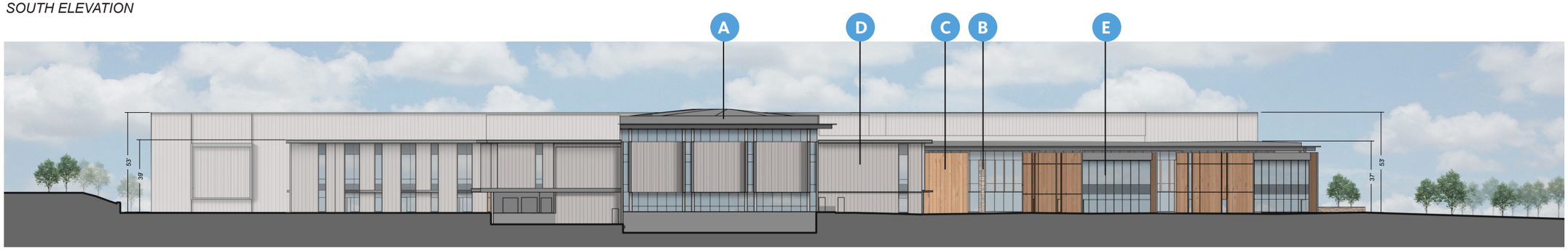
NORTH ELEVATION



EAST ELEVATION



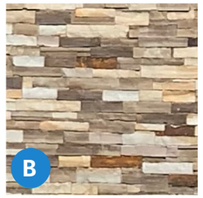
SOUTH ELEVATION



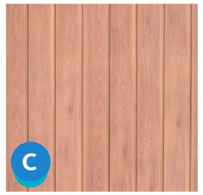
WEST ELEVATION



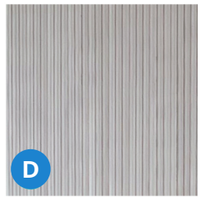
MCM1 - Florupon Classic II



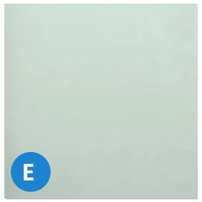
ST1 - Hackett Blue-Brown Multi-Strip



CL7 - Concrete Panel



MWP (1,2,3) - Metal Wall Panel, min. 24 ga



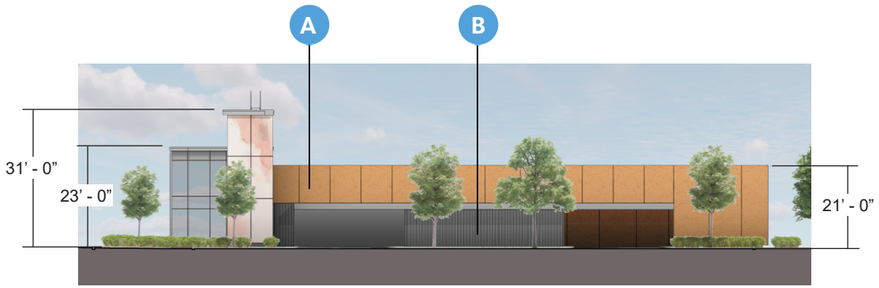
GL1 - Vision Glass



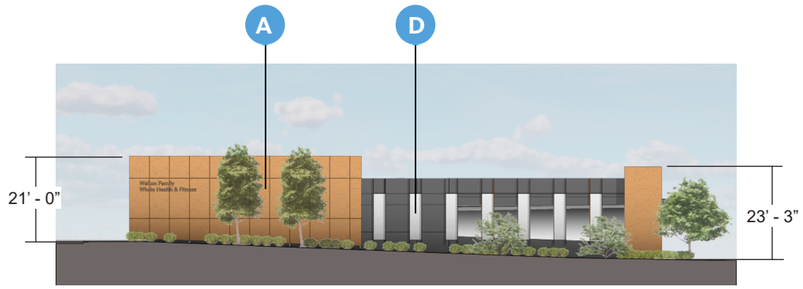
NORTH ELEVATION



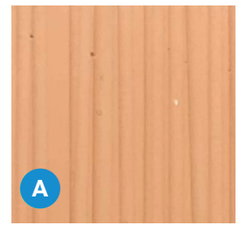
SOUTH ELEVATION



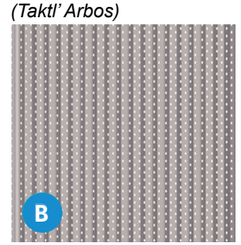
EAST ELEVATION



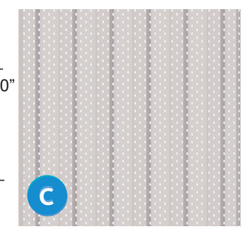
WEST ELEVATION



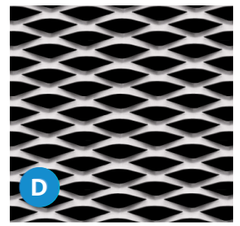
CFP- Concrete Facade Panel (Taktl' Arbos)



MWP1- Corrugated Metal Panel, min. 24 ga.



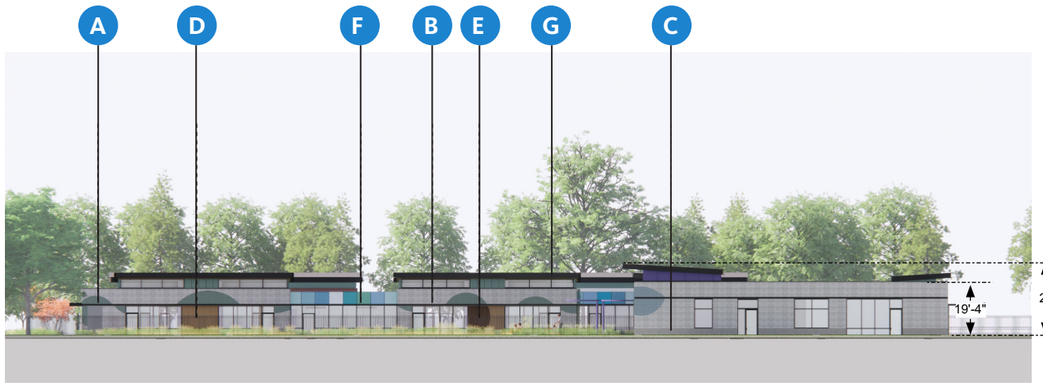
MWP2- Corrugated Metal Panel, min. 24 ga.



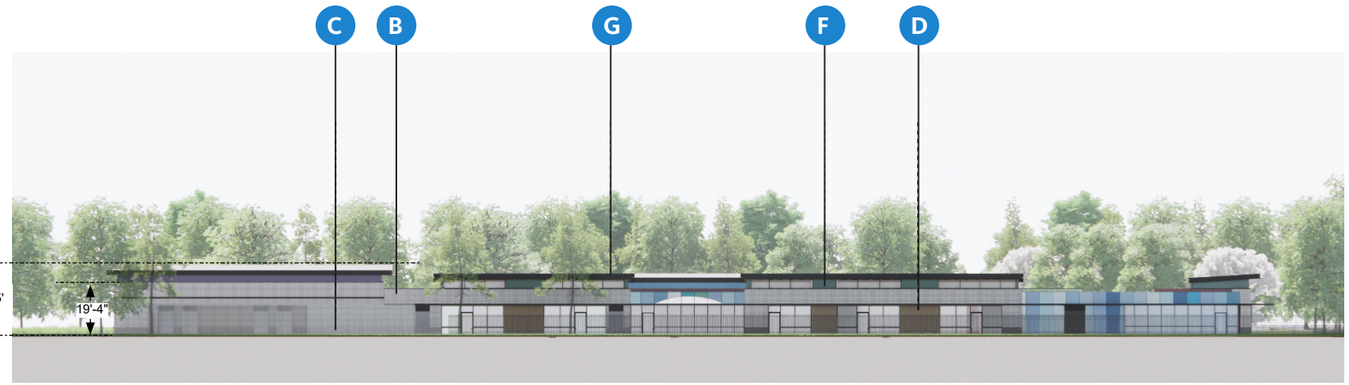
EMP- Expanded Metal Panel, min 1/8 in.

BUILDINGS L-02 + I-02 | CHILDCARE CENTER

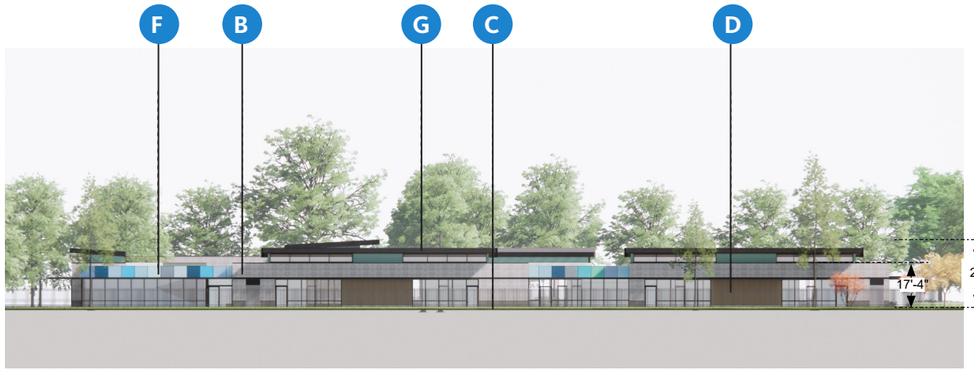
NOTE: Childcare Building I-02 is a mirror image of Childcare Building L-02 (shown below)



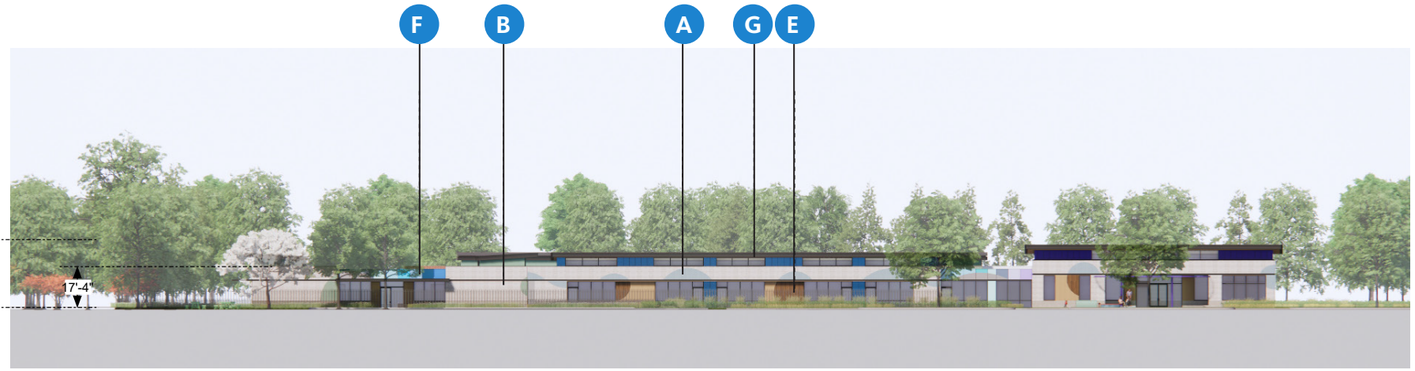
EAST ELEVATION (BUILDING L-02)



NORTH ELEVATION (BUILDING L-02)



WEST ELEVATION (BUILDING L-02)



SOUTH ELEVATION (BUILDING L-02)



BRICK 01



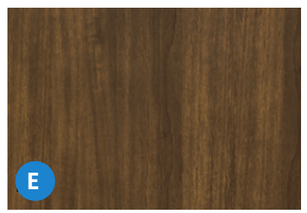
BRICK 02



BURNISHED BLOCK



WOOD 01
(LONGBOARD METAL PANEL)



WOOD 02
(LONGBOARD METAL PANEL)



METAL PANEL, MIN. 24 GA



MULLION



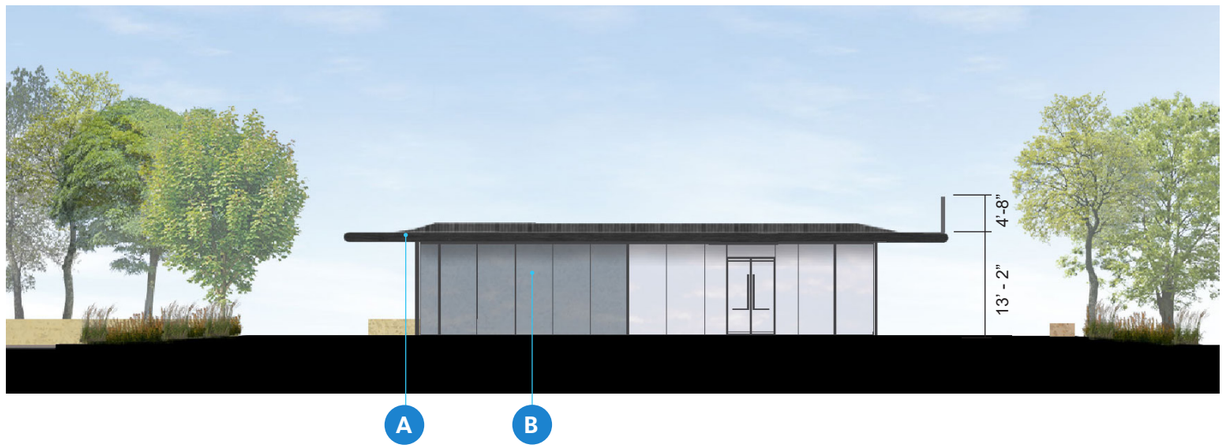
SOUTH ELEVATION



EAST ELEVATION



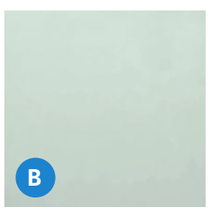
NORTH ELEVATION



WEST ELEVATION



ACM PANEL 01
TRICORN BLACK
MINIMUM 24 GAUGE



VISION GLASS



SOUTH ELEVATION



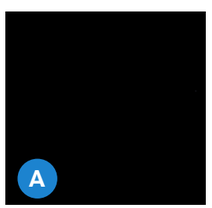
EAST ELEVATION



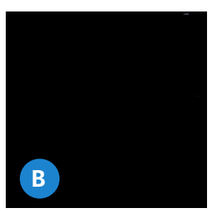
NORTH ELEVATION



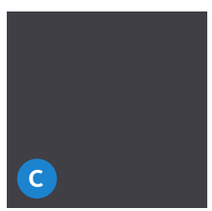
WEST ELEVATION



ACM PANEL 01
TRICORN BLACK
MINIMUM 24 GAUGE



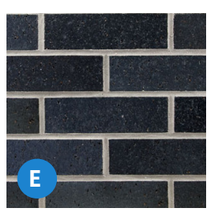
METAL,
PAINTED TO MATCH
TRICORN BLACK
MINIMUM 24 GAUGE
(PERFORATED AT
SELECT LOCATIONS)



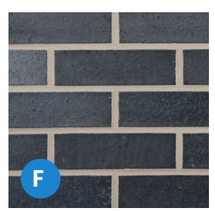
ACM PANEL 02
DUSTY CHARCOAL II
MINIMUM 24 GAUGE
(PERFORATED AT
SELECT LOCATIONS)



BRICK 01
GLAZED WHITE VC1
VELOUR TEXTURE



BRICK 02
MANGANESE
IRONSPOT,
VELOUR TEXTURE



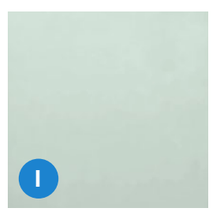
BRICK 03
MANGANESE
IRONSPOT,
SMOOTH TEXTURE



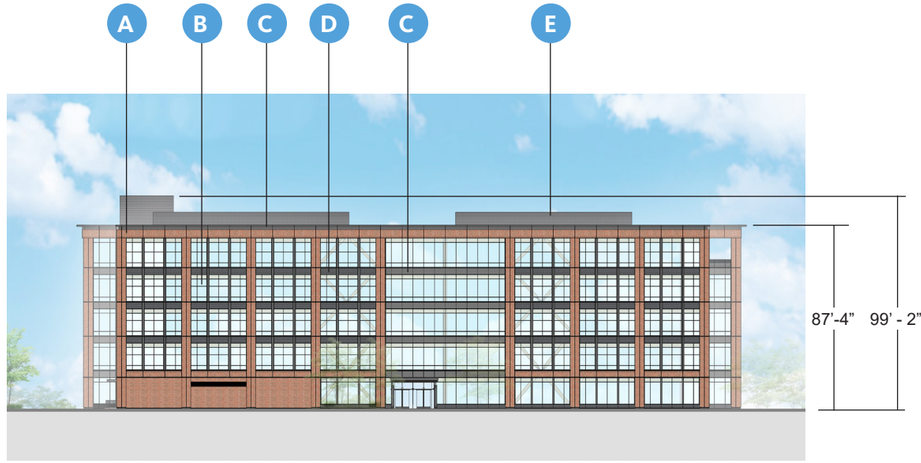
STO EIFS
RAL 7038
WIPE, UNBLOTTED



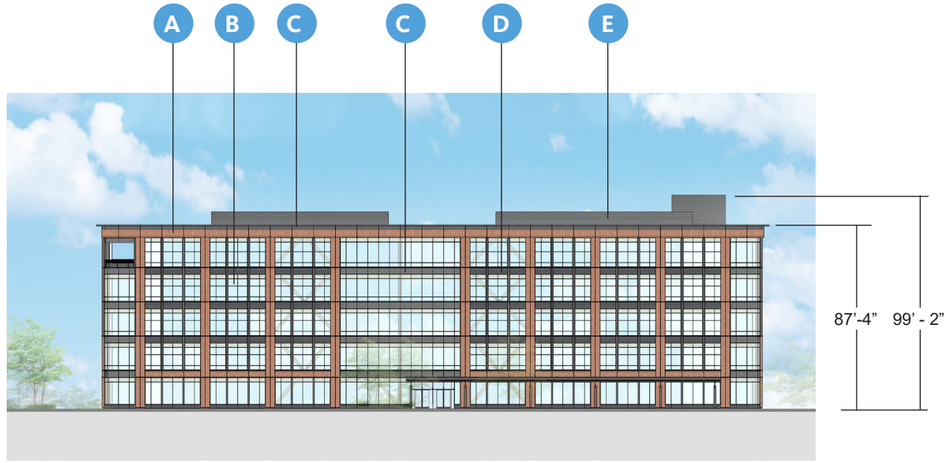
STO EIFS
RAL 7011
CLEAR SEALER
MATTE



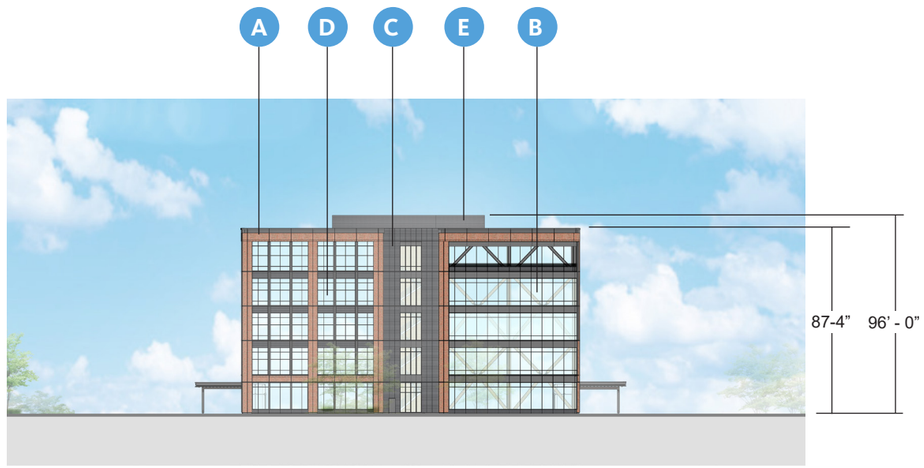
VISION GLASS



NORTH ELEVATION



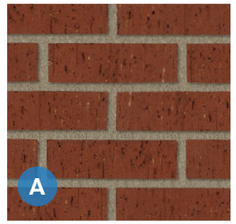
SOUTH ELEVATION



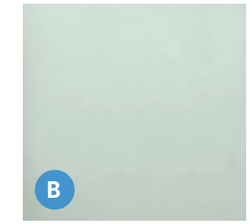
EAST ELEVATION



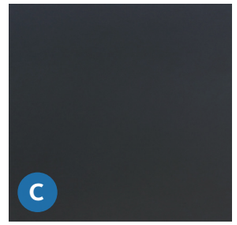
WEST ELEVATION



BR01- RED THIN BRICK



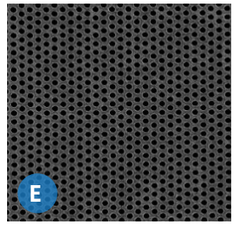
GL01- VISION GLASS



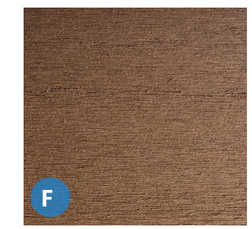
MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



MP05- PERFORATED METAL MINIMUM 24 GAUGE



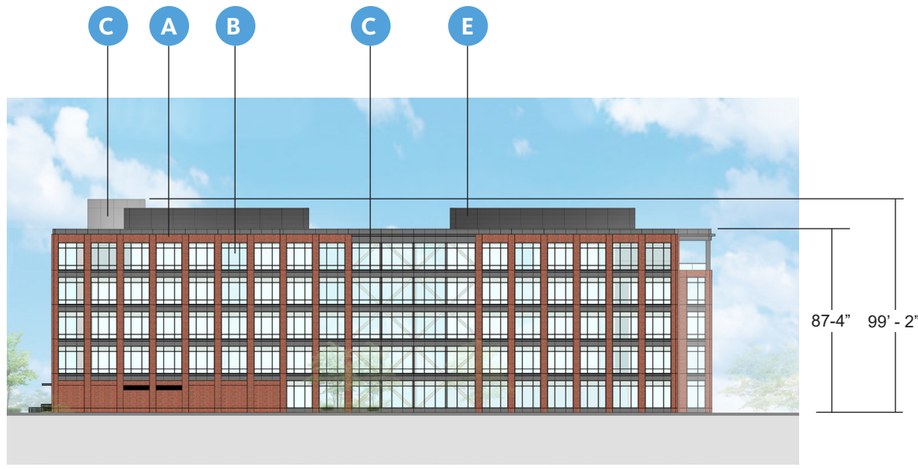
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



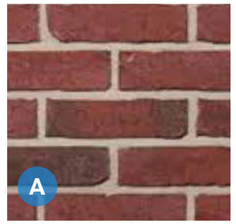
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



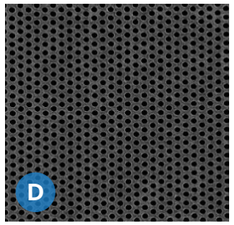
BR01- RED THIN BRICK



GL01- VISION GLASS



MP01- GRAY METAL MINIMUM 24 GAUGE



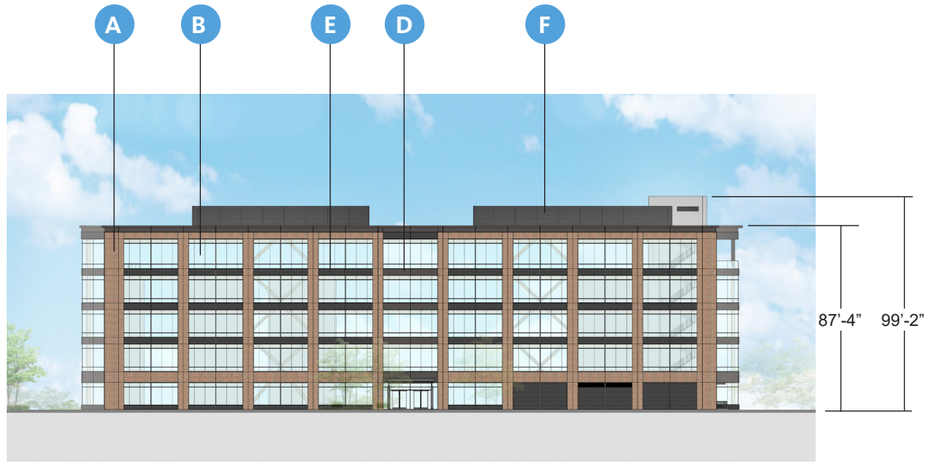
MP05- PERFORATED METAL MINIMUM 24 GAUGE



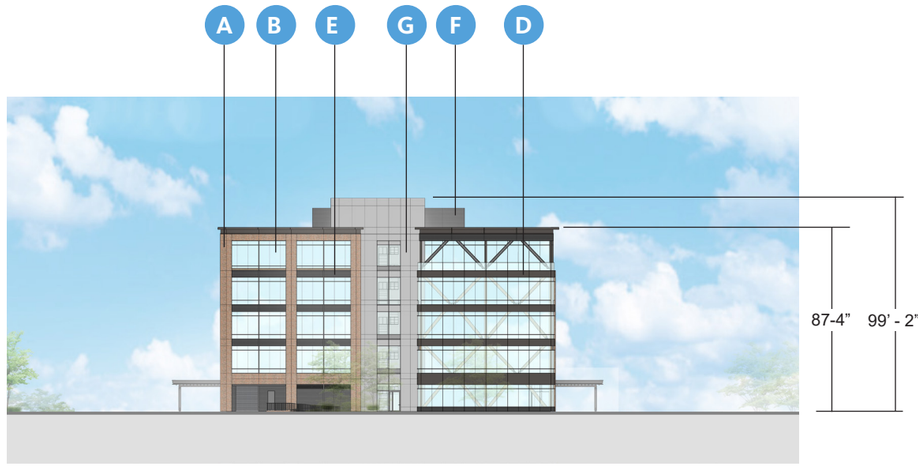
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



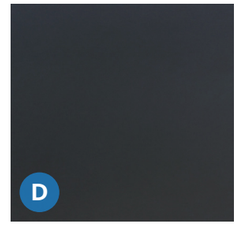
BR02- RED THIN BRICK



GL01- VISION GLASS



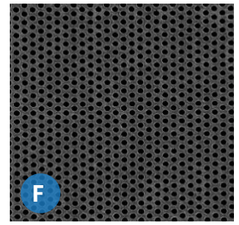
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



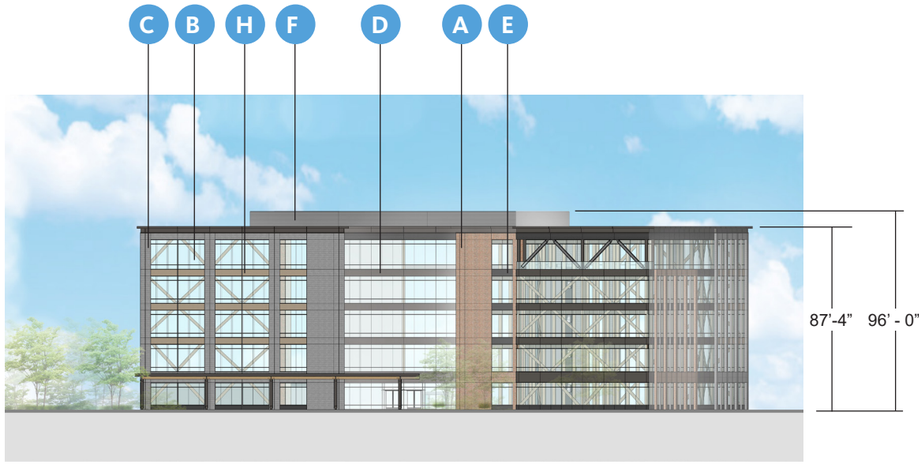
MP05- PERFORATED METAL MINIMUM 24 GAUGE



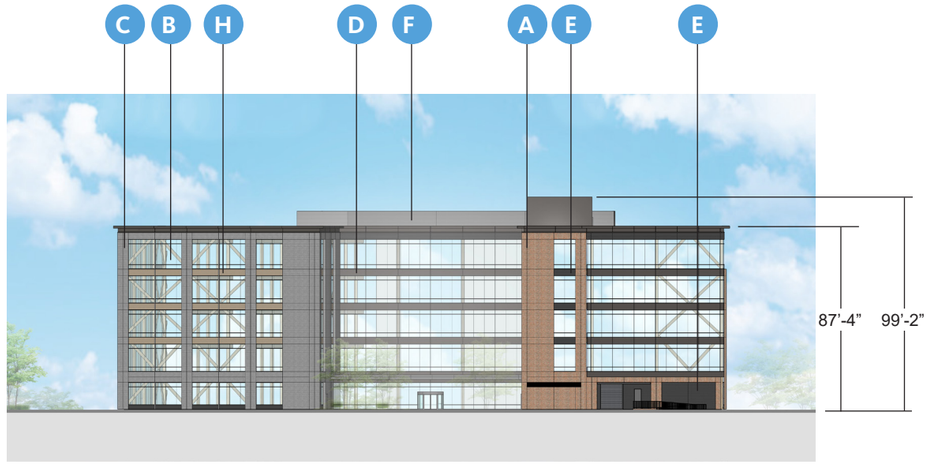
MP01- GRAY METAL MINIMUM 24 GAUGE



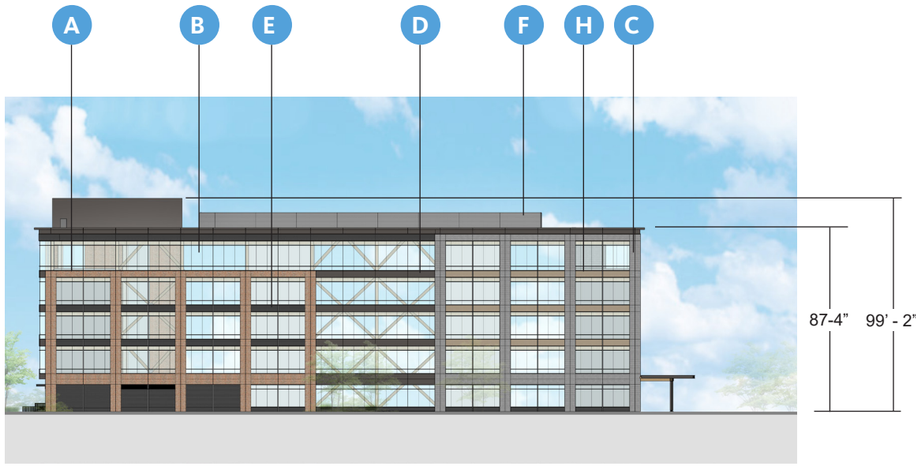
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



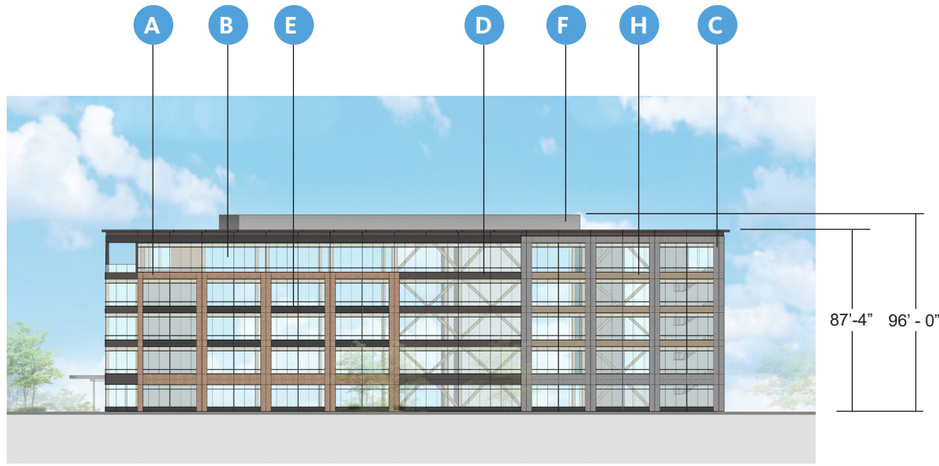
NORTH ELEVATION



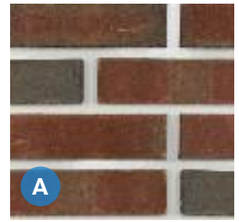
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



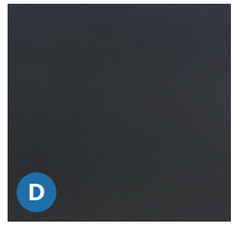
BR02- RED THIN BRICK



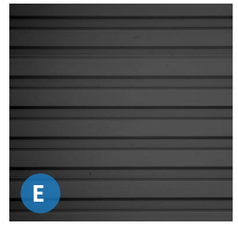
GL01- VISION GLASS



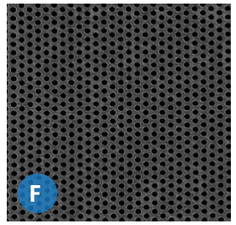
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



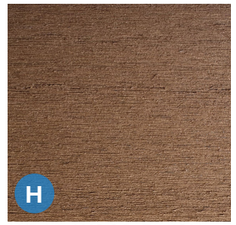
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



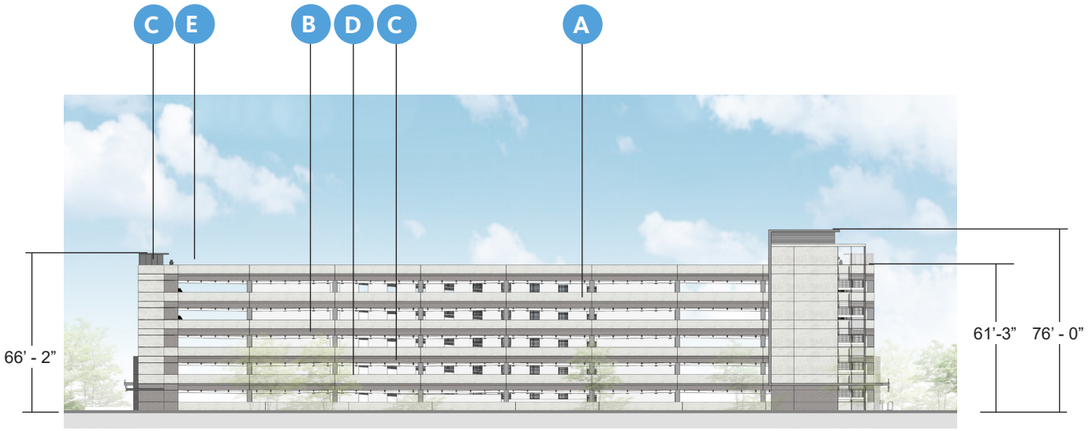
MP05- PERFORATED METAL MINIMUM 24 GAUGE



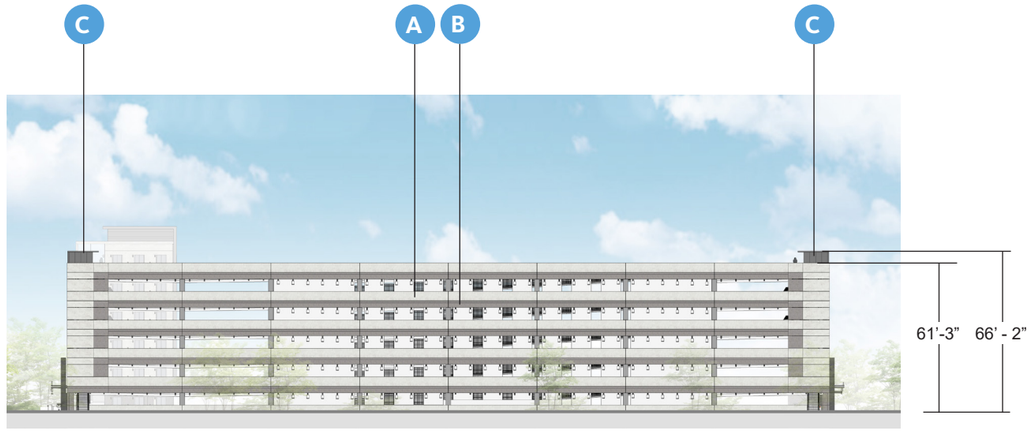
MP01- GRAY METAL MINIMUM 24 GAUGE



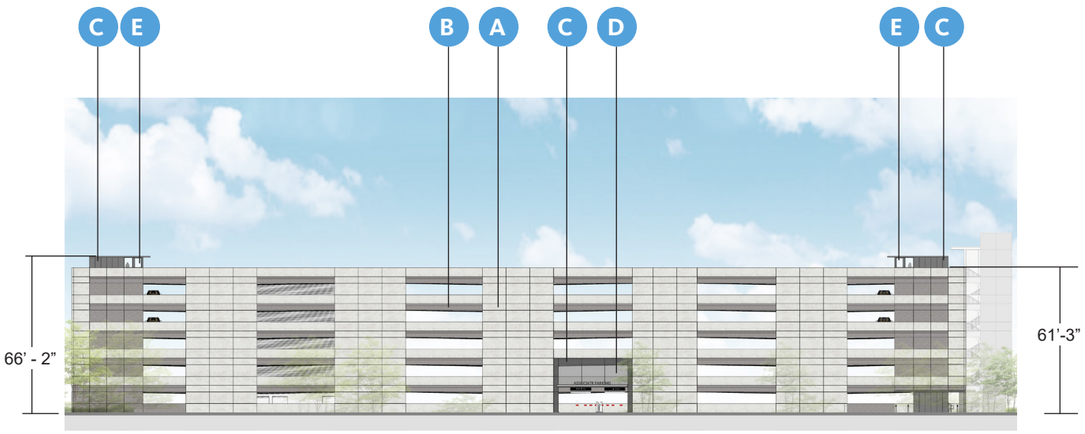
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



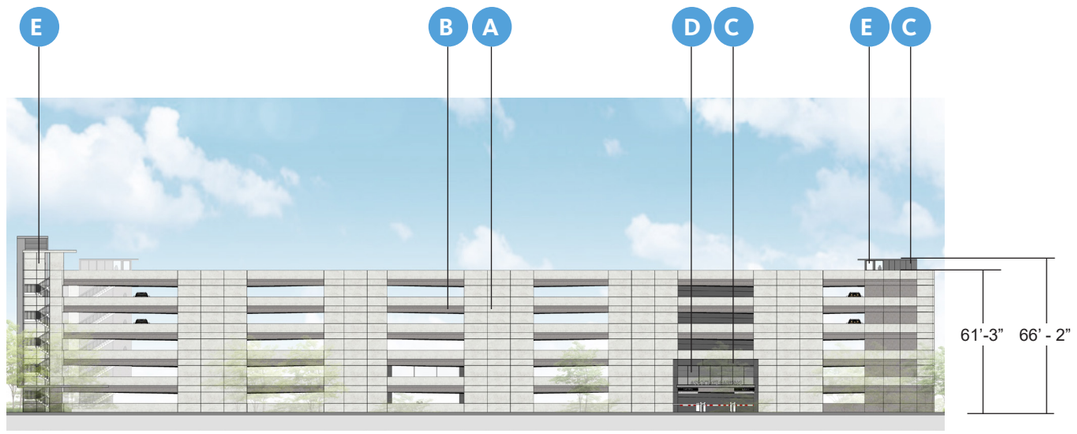
NORTH ELEVATION



SOUTH ELEVATION



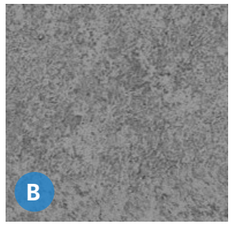
EAST ELEVATION



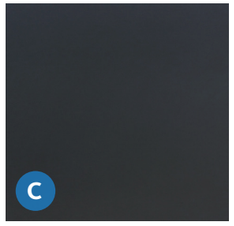
WEST ELEVATION



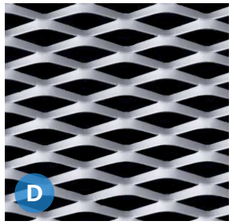
PC01- PRECAST LIGHT



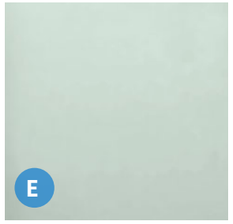
PC02- PRECAST DARK



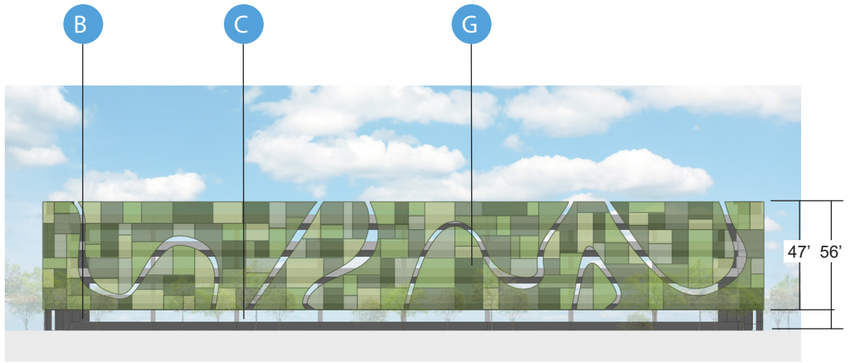
MP03- BLACK METAL MINIMUM 24 GAUGE



MP06 - EXPANDED METAL MINIMUM 24 GAUGE



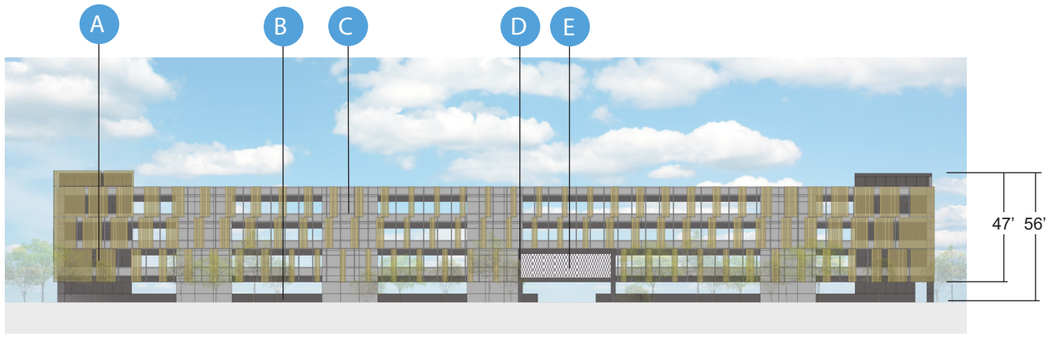
GL01- VISION GLASS



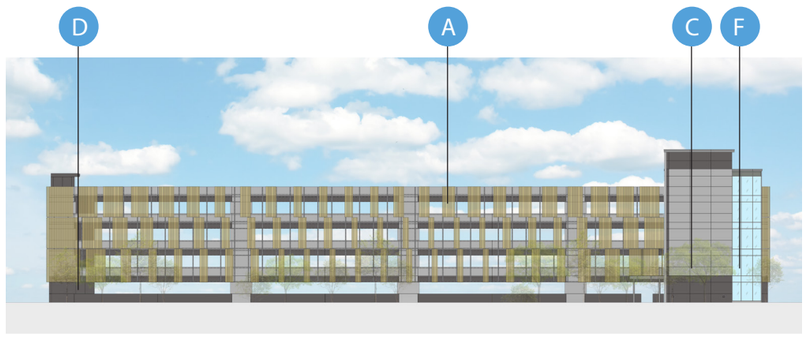
SOUTH ELEVATION



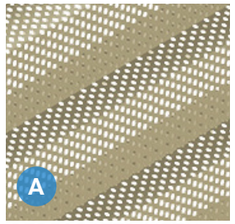
WEST ELEVATION



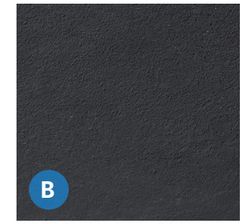
EAST ELEVATION



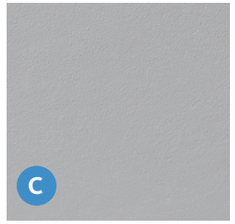
NORTH ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



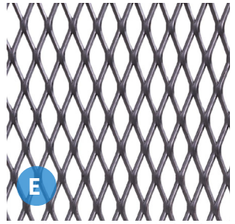
EXISTING PAINTED PRECAST CONCRETE



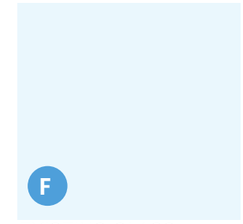
EXISTING PAINTED PRECAST CONCRETE



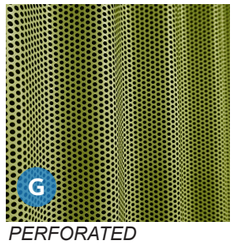
EXISTING MCM PANEL MINIMUM 24 GAUGE



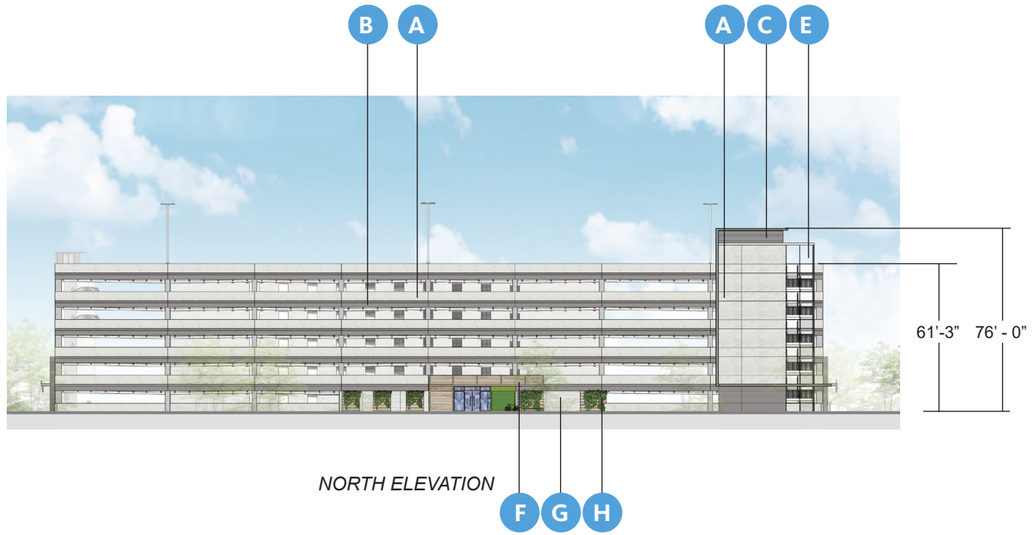
EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



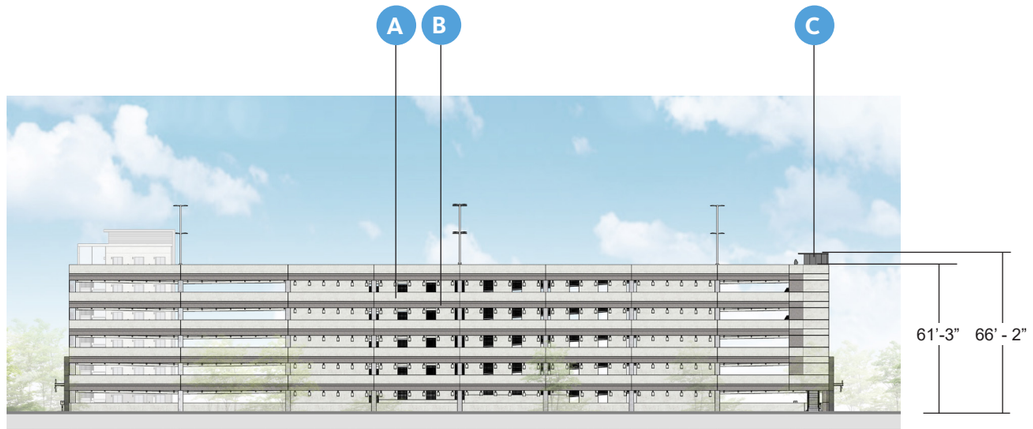
EXISTING GLASS



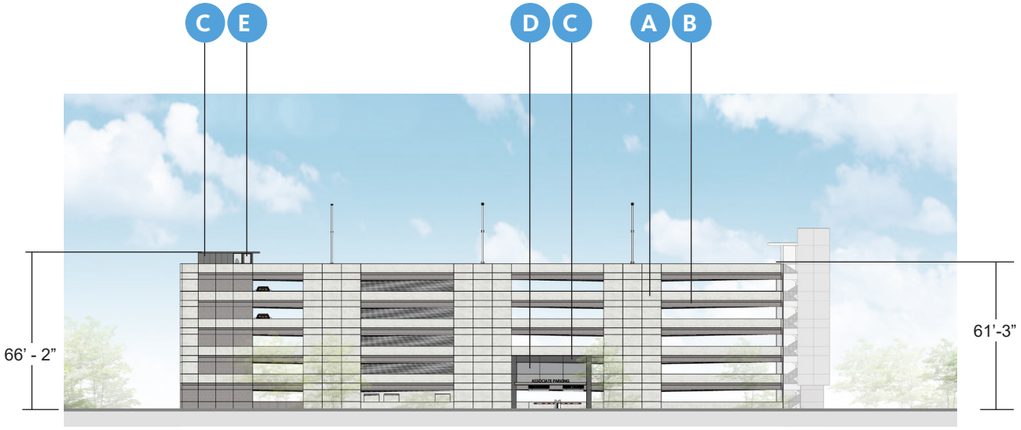
PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE



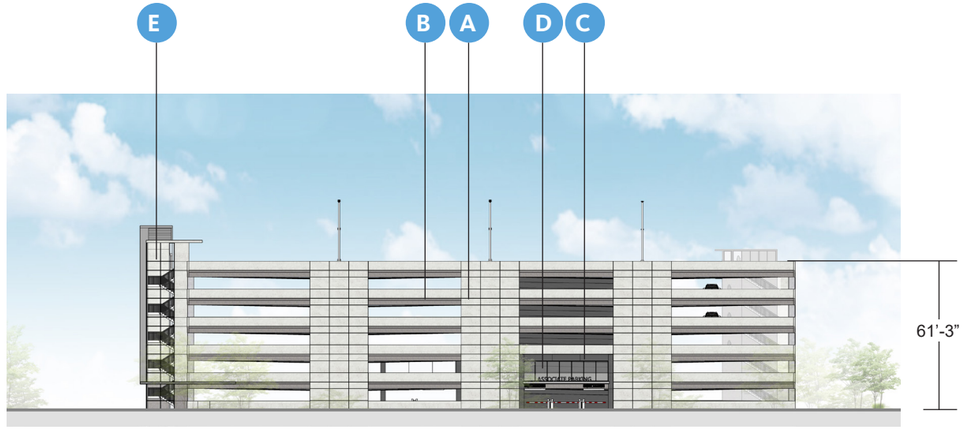
NORTH ELEVATION



SOUTH ELEVATION



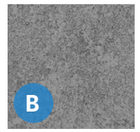
EAST ELEVATION



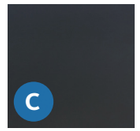
WEST ELEVATION



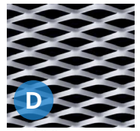
PC01- PRECAST LIGHT



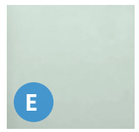
PC02- PRECAST DARK



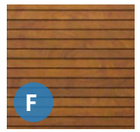
MP03- BLACK METAL
MINIMUM 24 GAUGE



MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



WD01 - WOOD VENEER

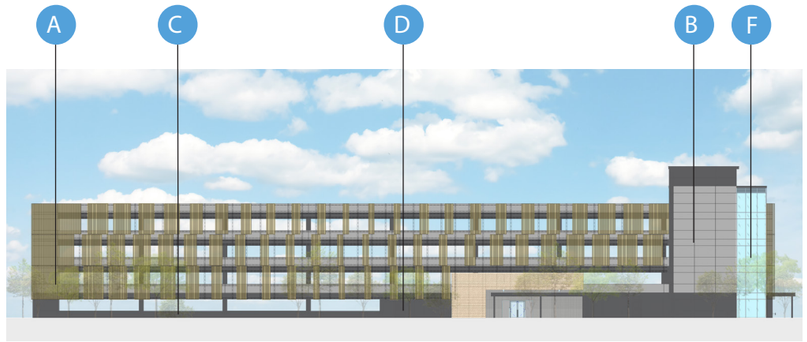


BR01 - BRICK VENEER

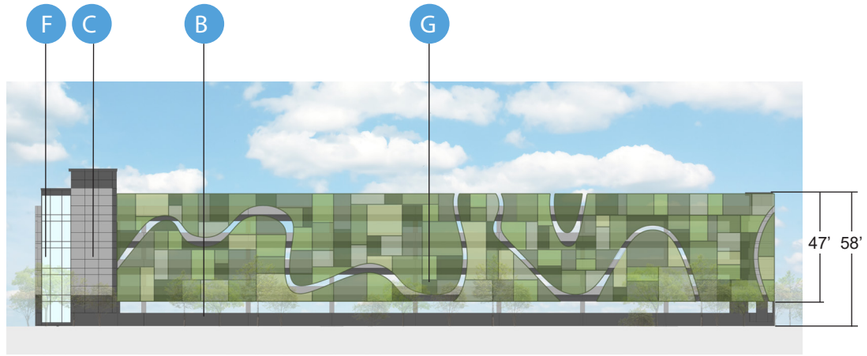


WC01 - GREEN WALL

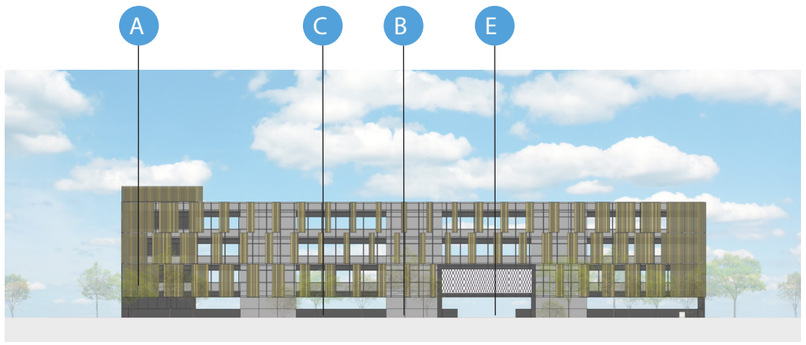
WC01 - GREEN WALL



NORTH ELEVATION



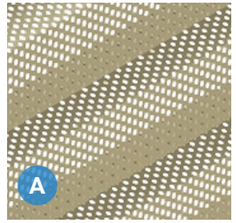
SOUTH ELEVATION



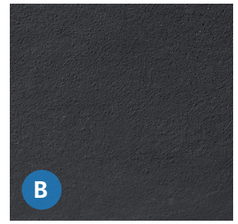
EAST ELEVATION



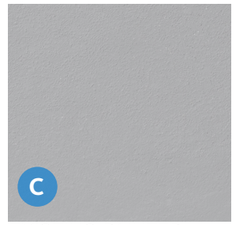
WEST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



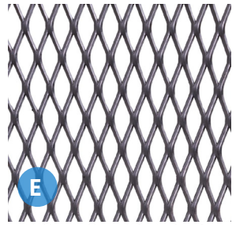
EXISTING PAINTED PRECAST CONCRETE



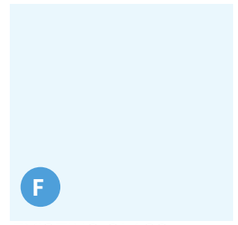
EXISTING PAINTED PRECAST CONCRETE



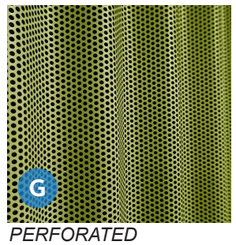
EXISTING MCM PANEL MINIMUM 24 GAUGE



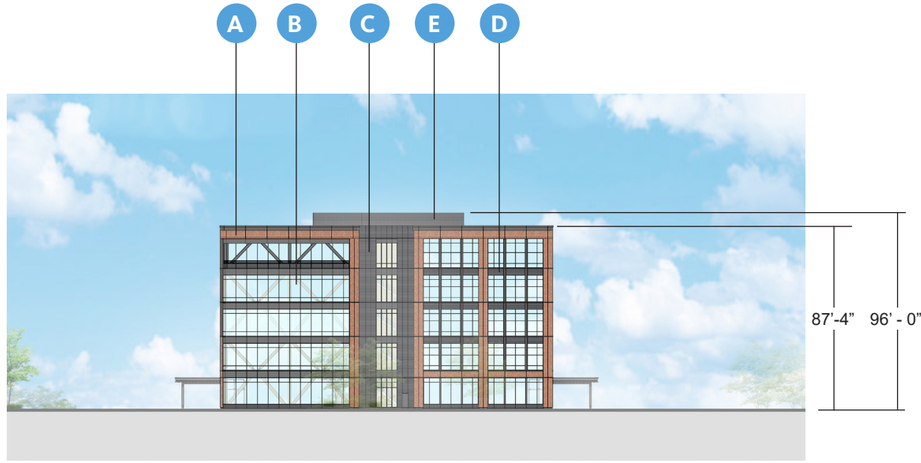
EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



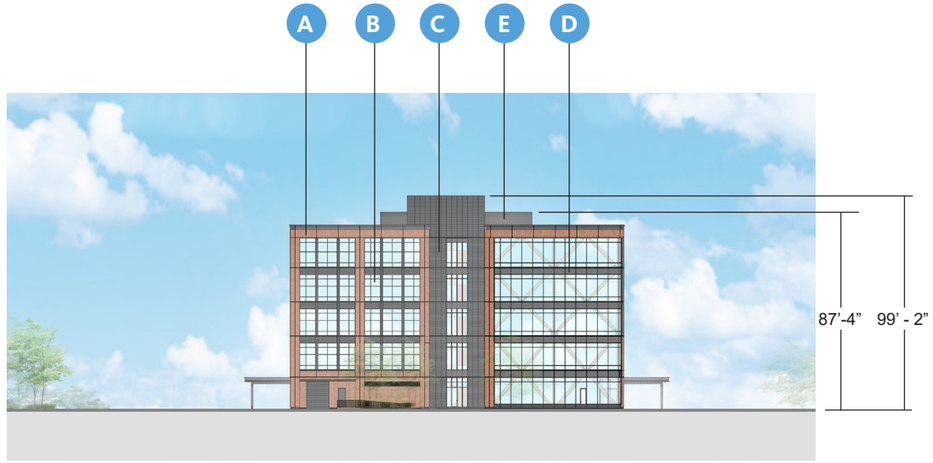
EXISTING GLASS



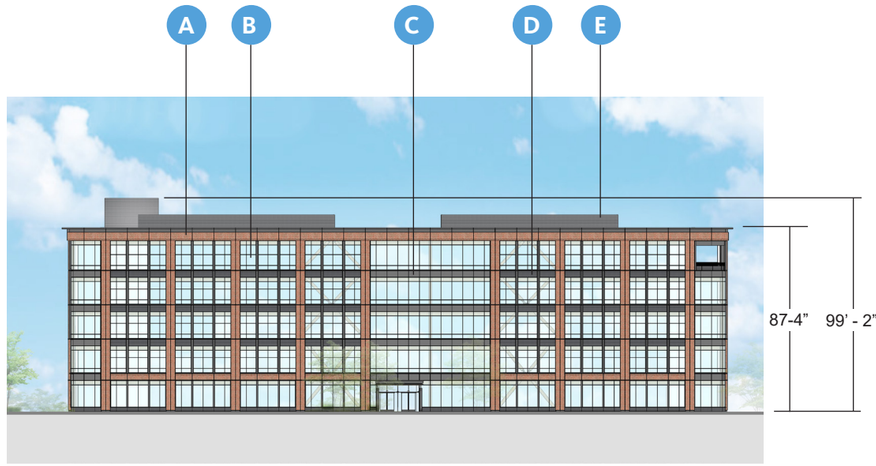
PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE



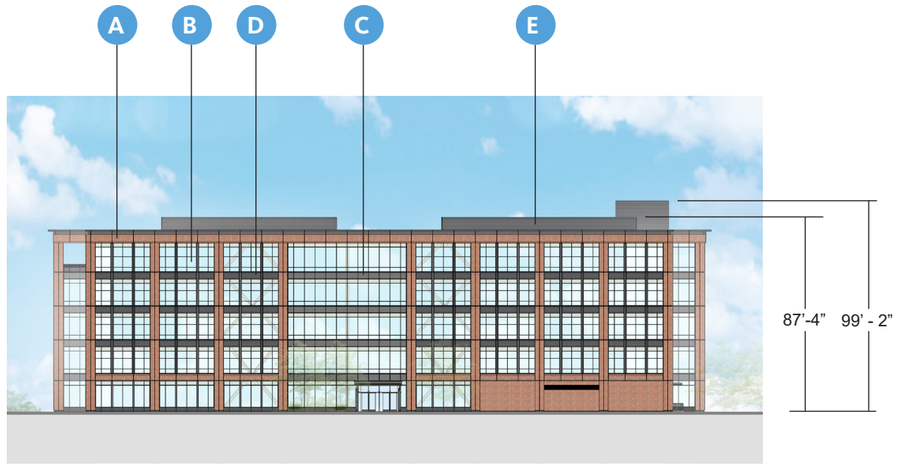
NORTH ELEVATION



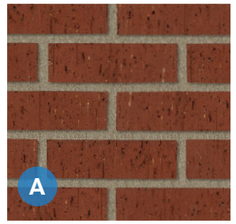
SOUTH ELEVATION



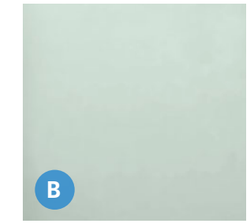
EAST ELEVATION



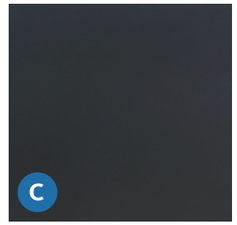
WEST ELEVATION



BR01- RED THIN BRICK



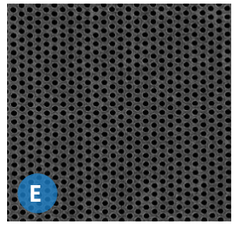
GL01- VISION GLASS



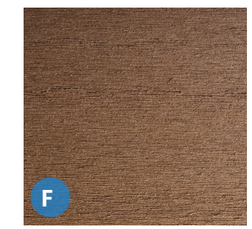
MP03- BLACK METAL MINIMUM 24 GAUGE



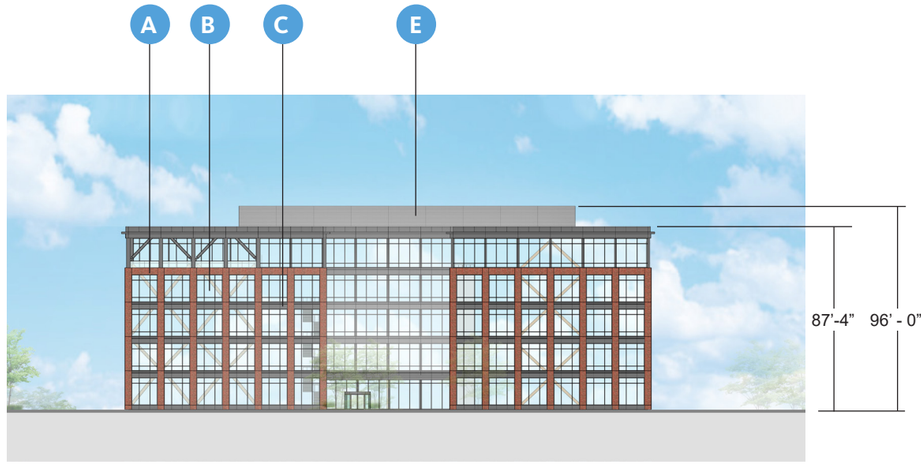
MP04- CORRUGATED METAL MINIMUM 24 GAUGE



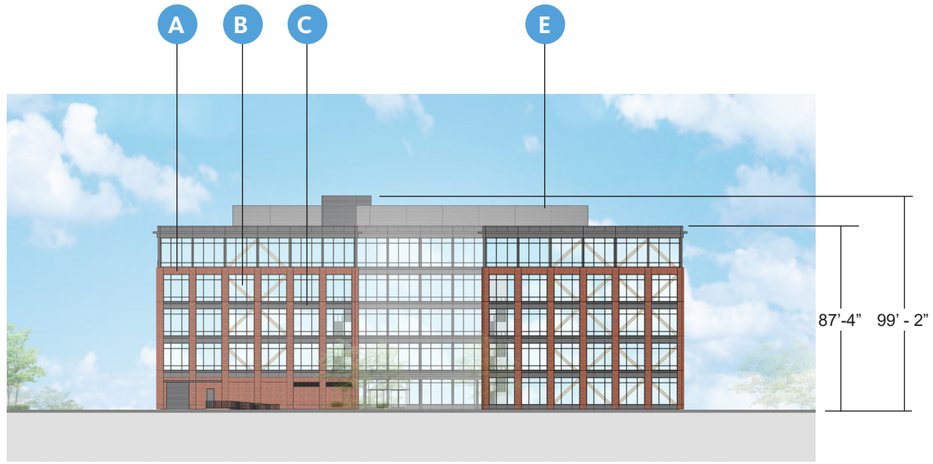
MP05- PERFORATED METAL MINIMUM 24 GAUGE



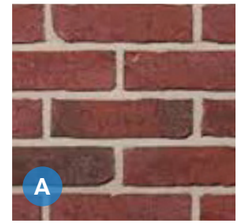
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



NORTH ELEVATION



SOUTH ELEVATION



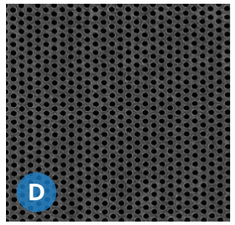
BR01- RED THIN BRICK



GL01- VISION GLASS



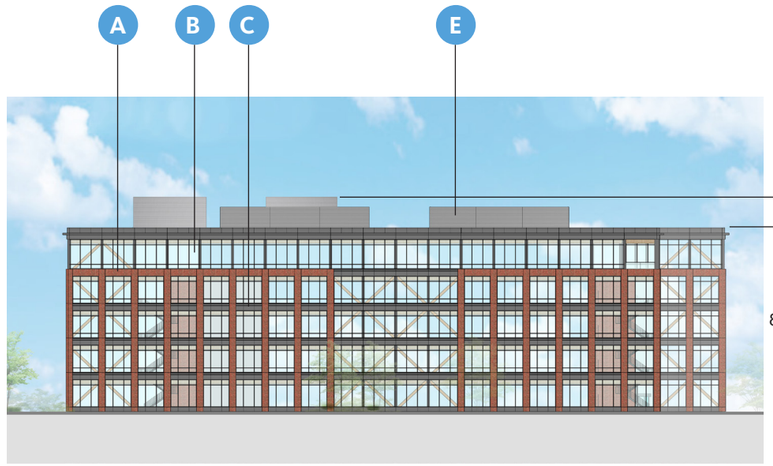
MP01- GRAY METAL MINIMUM 24 GAUGE



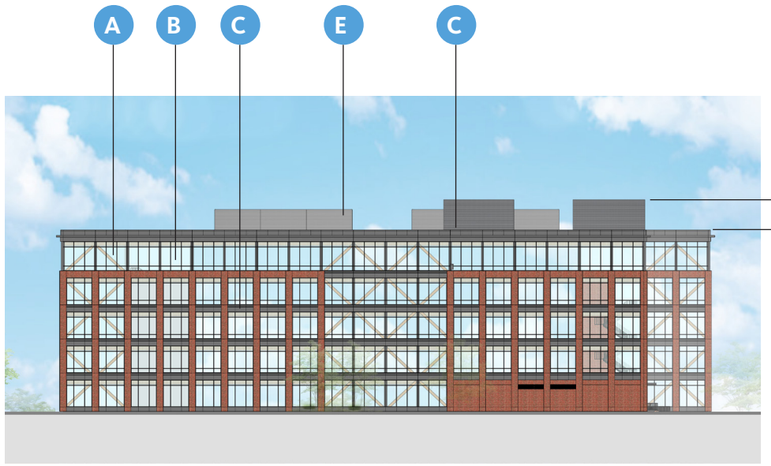
MP05- PERFORATED METAL MINIMUM 24 GAUGE



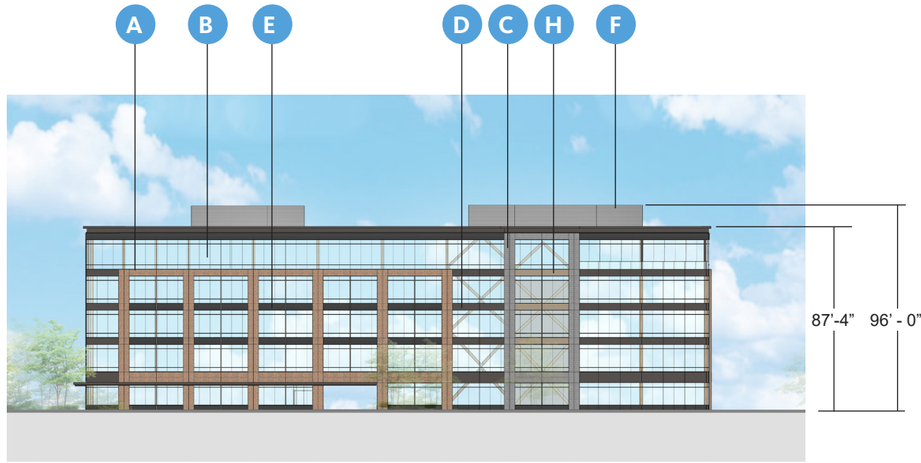
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



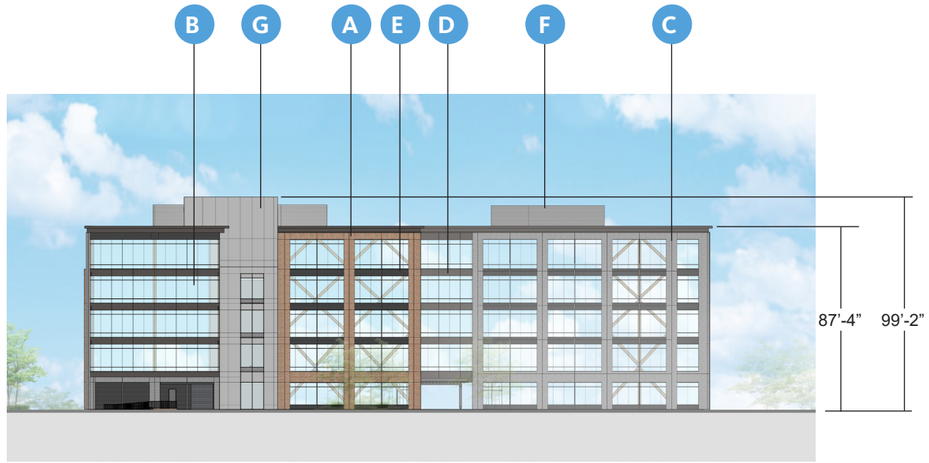
EAST ELEVATION



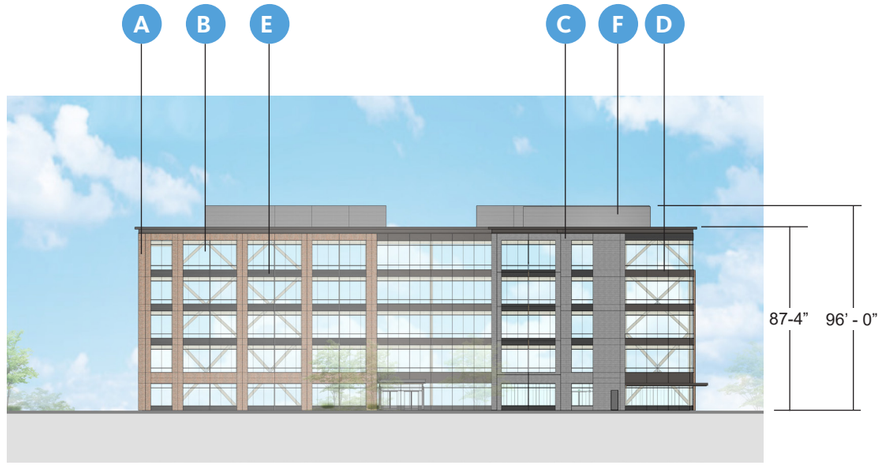
WEST ELEVATION



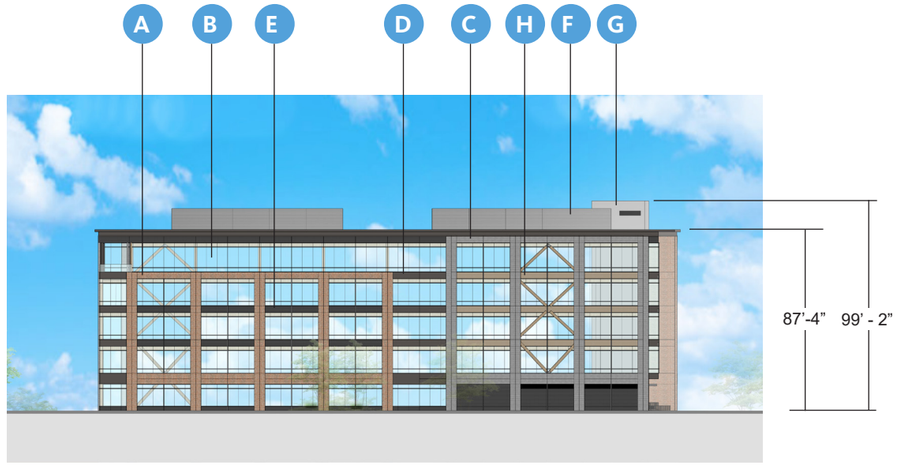
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



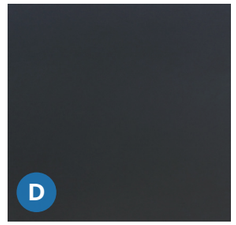
BR02- RED THIN BRICK



GL01- VISION GLASS



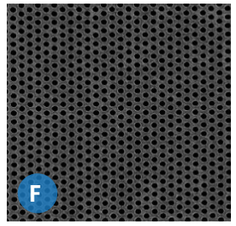
BR04- GRAY THIN BRICK



MP03- BLACK METAL MINIMUM 24 GAUGE



MP04- CORRUGATED METAL MINIMUM 24 GAUGE



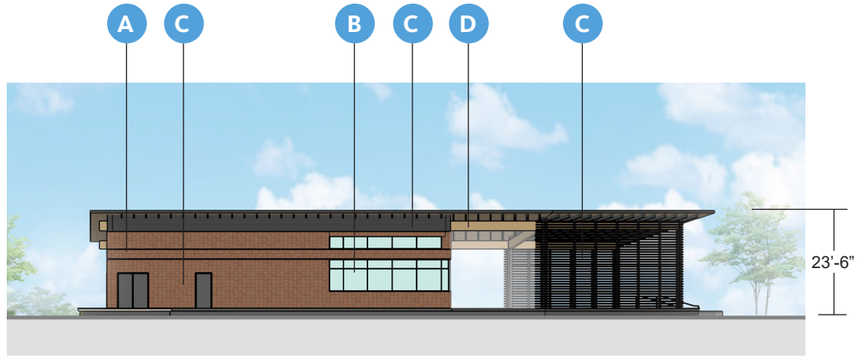
MP05- PERFORATED METAL MINIMUM 24 GAUGE



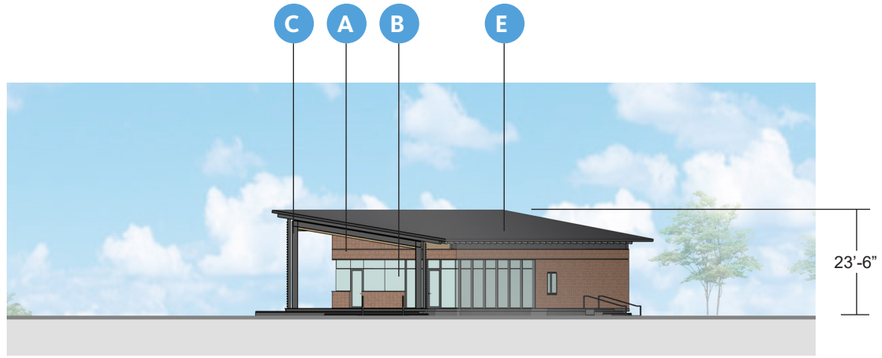
MP01- GRAY METAL MINIMUM 24 GAUGE



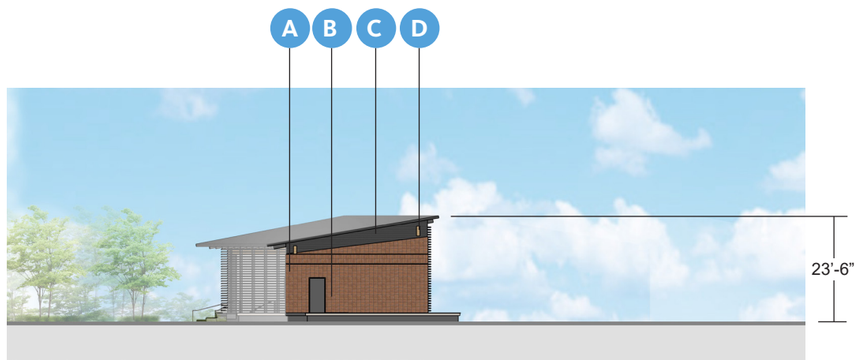
WD01- WOOD FINISH (CANOPY AND TERRACE SOFFITS)



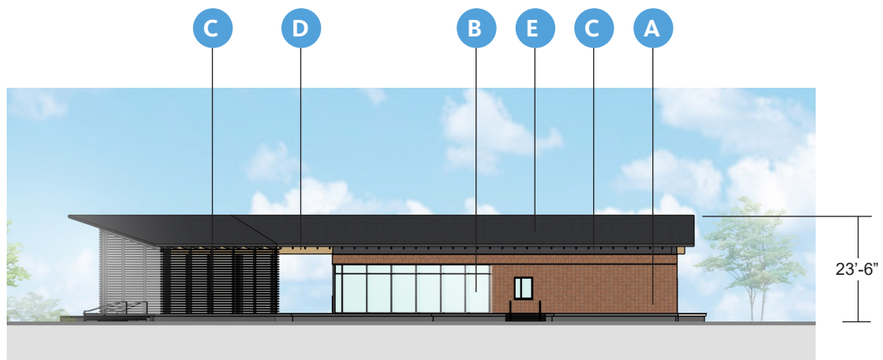
NORTHEAST ELEVATION



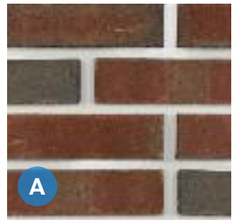
NORTHWEST ELEVATION



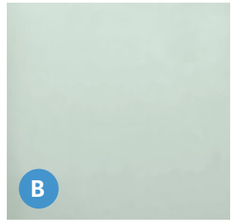
SOUTH ELEVATION



SOUTHWEST ELEVATION



BR02- RED THIN BRICK



GL01- VISION GLASS



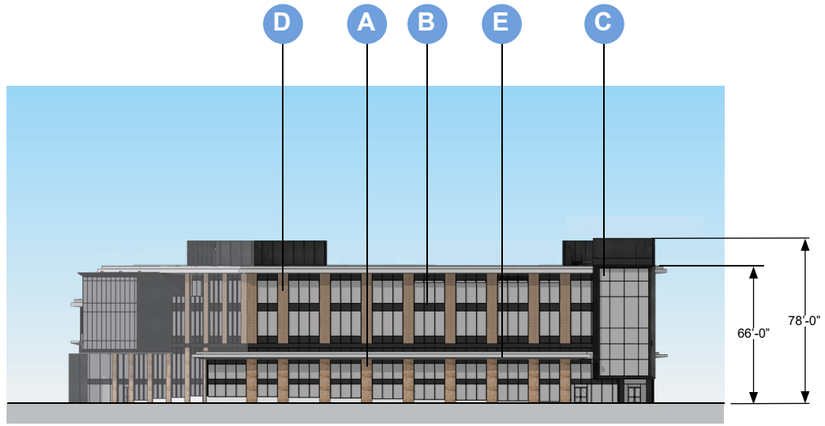
MP01- GRAY METAL
MINIMUM 24 GAUGE



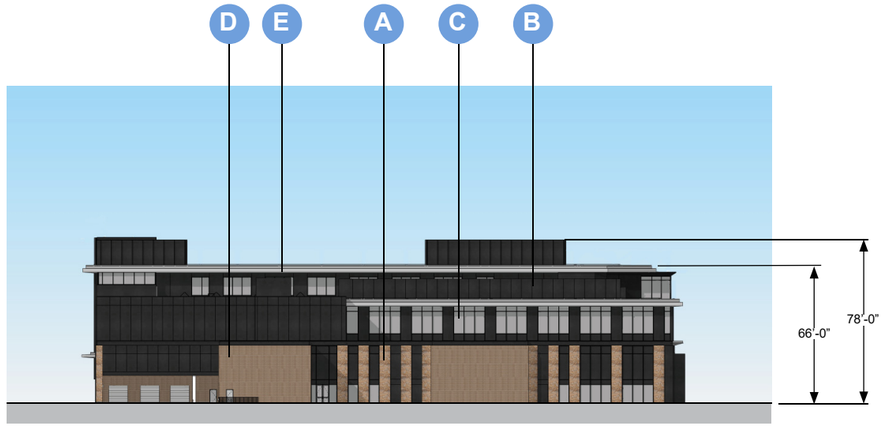
WD01- WOOD FINISH
(CANOPY SOFFITS)



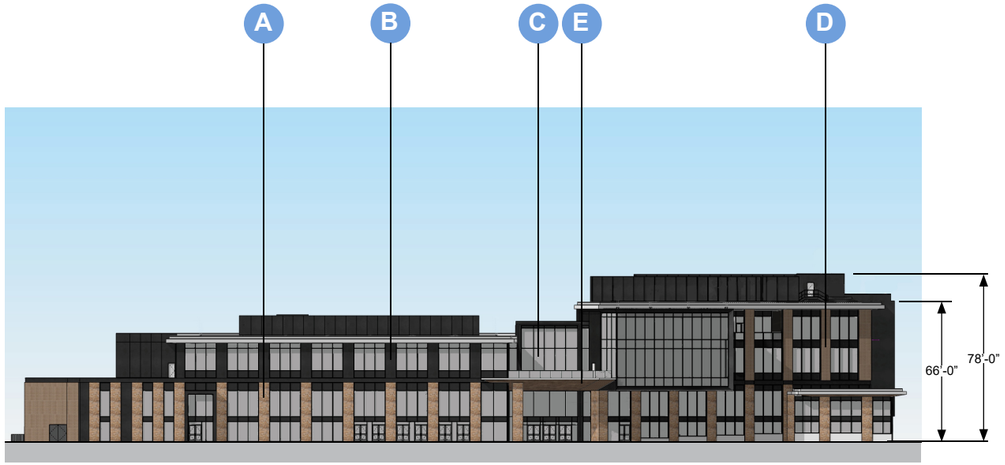
RF01- STANDING SEAM
METAL ROOF
MINIMUM 24 GAUGE



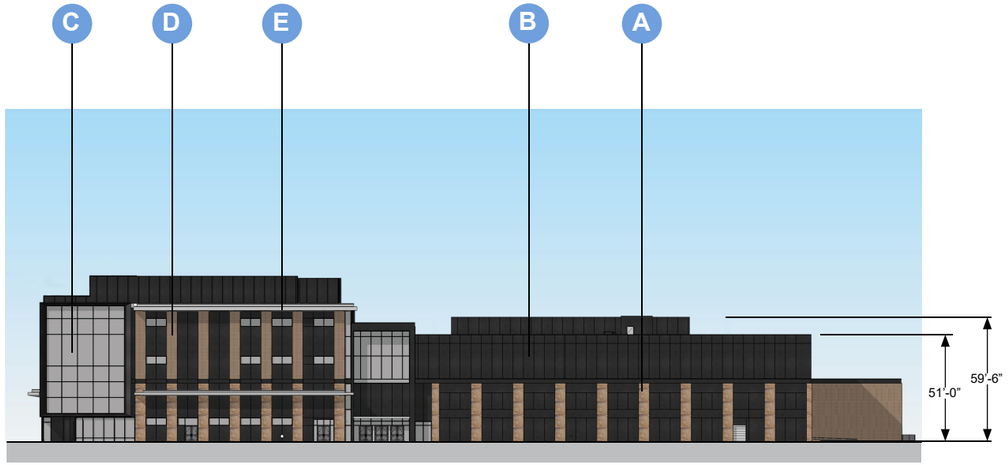
NORTH ELEVATION



SOUTH ELEVATION



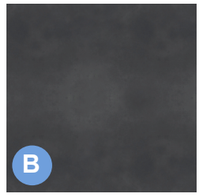
EAST ELEVATION



WEST ELEVATION



ST9 STONE VENEER



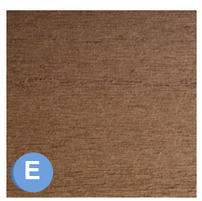
MP9 ANODIZED ALUMINUM PANEL, MIN. 24 GAUGE



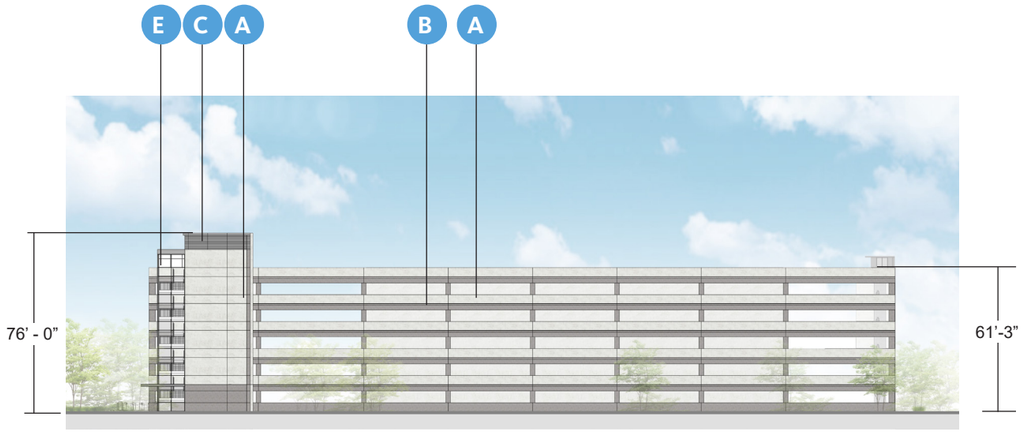
GL9 VISION GLASS



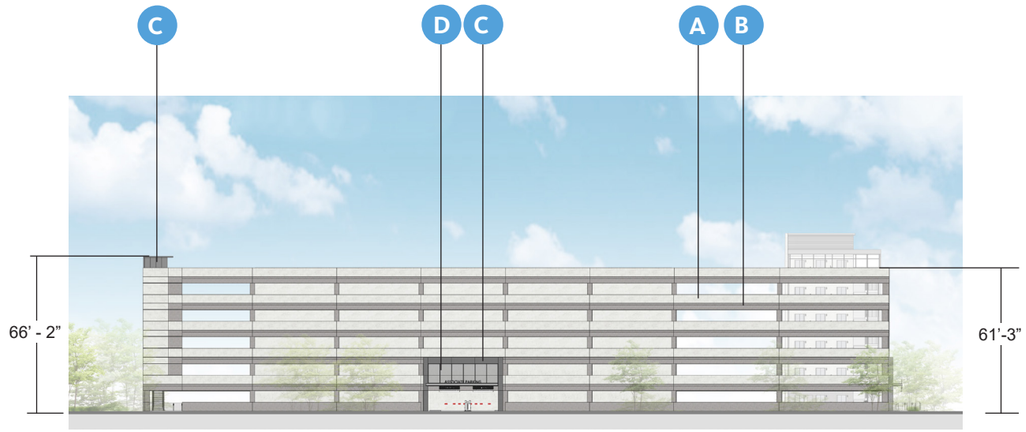
BR9 MODULAR BRICK VENEER



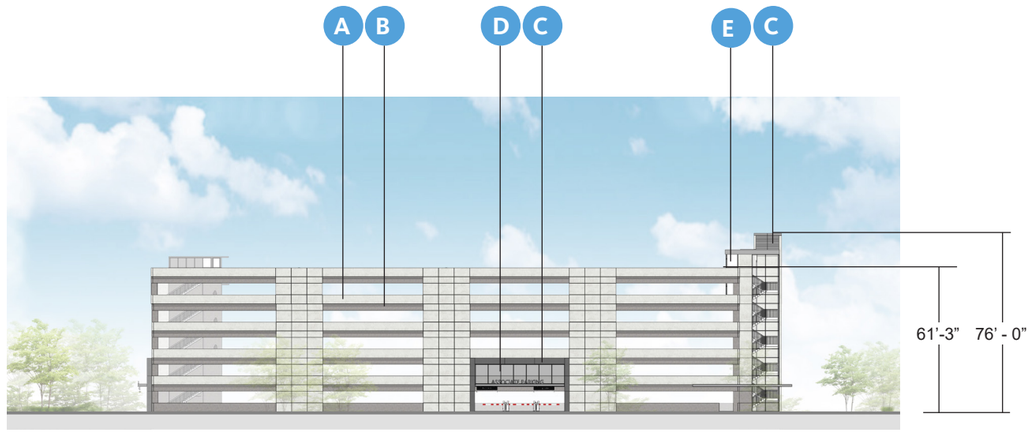
WD9 WOOD FINISH ALUMINUM SOFFIT



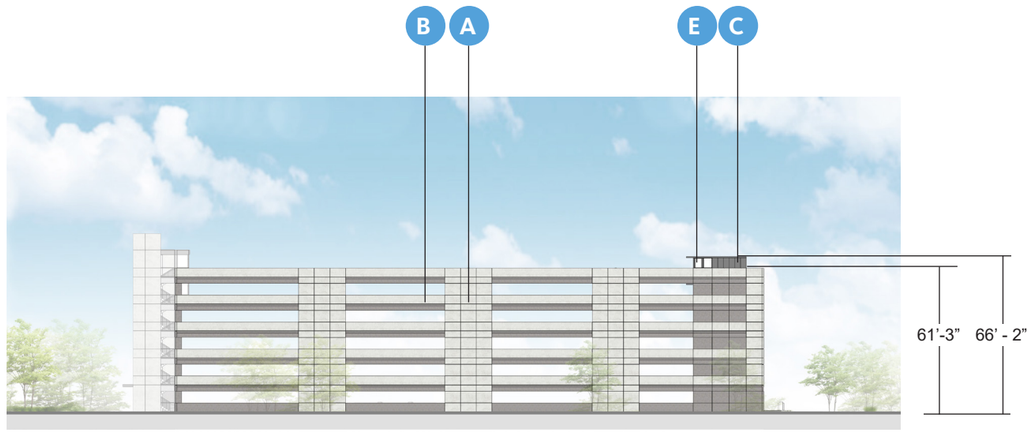
NORTH ELEVATION



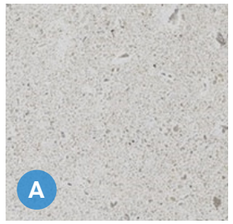
SOUTH ELEVATION



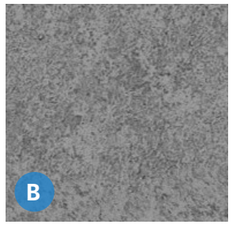
EAST ELEVATION



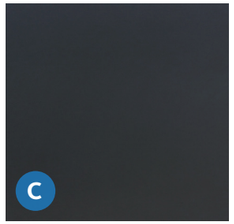
WEST ELEVATION



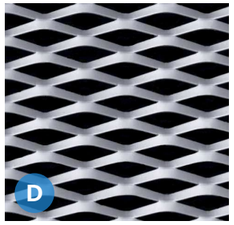
PC01- PRECAST LIGHT



PC02- PRECAST DARK



MP03- BLACK METAL
MINIMUM 24 GAUGE



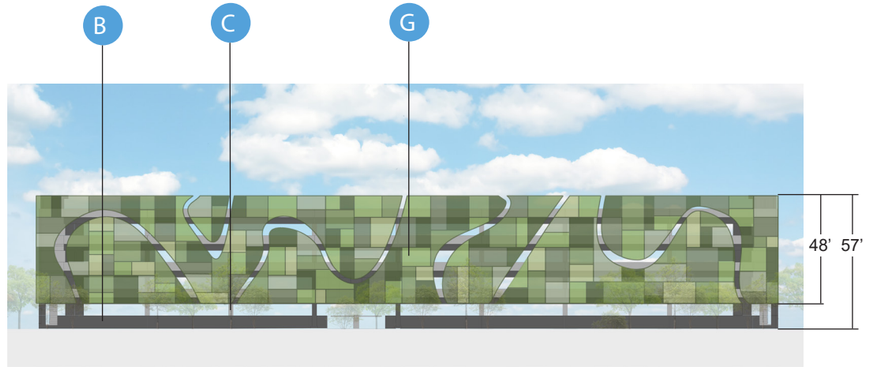
MP06 - EXPANDED METAL
MINIMUM 24 GAUGE



GL01- VISION GLASS



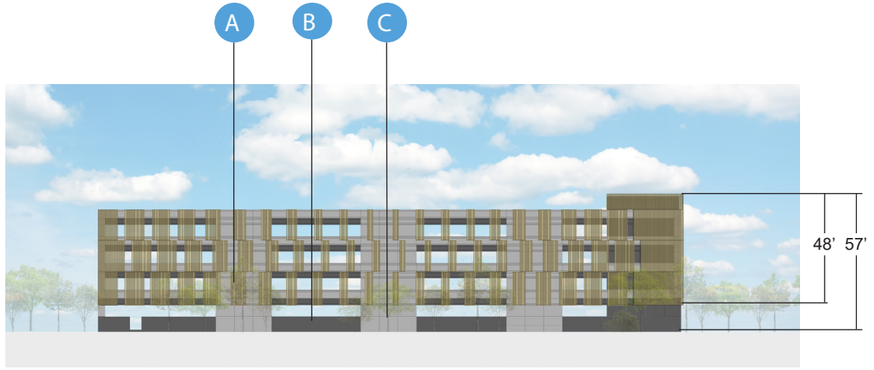
NORTH ELEVATION



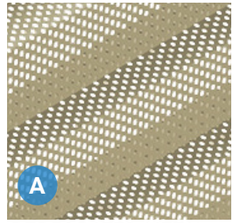
SOUTH ELEVATION



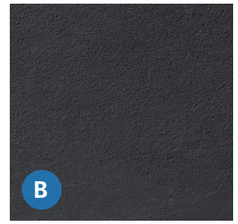
EAST ELEVATION



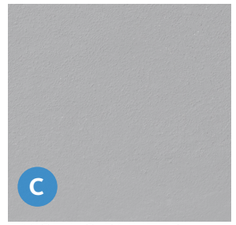
WEST ELEVATION



PERFORATED METAL PANELS - GRAY MINIMUM 24 GAUGE



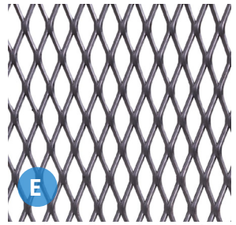
EXISTING PAINTED PRECAST CONCRETE



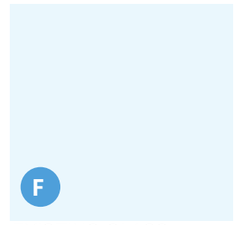
EXISTING PAINTED PRECAST CONCRETE



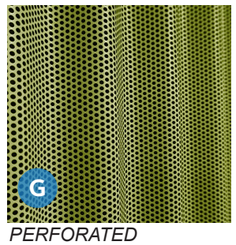
EXISTING MCM PANEL MINIMUM 24 GAUGE



EXISTING EXPANDED METAL MESH MINIMUM 24 GAUGE



EXISTING GLASS



PERFORATED ALUMINUM PANEL - GREEN MINIMUM 24 GAUGE



NORTH ELEVATION



SOUTH ELEVATION

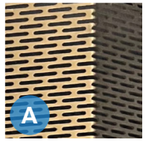


EAST ELEVATION



WEST ELEVATION

*ALL METAL PANEL MINIMUM 24 GAUGE



MP02 - PERFORATED CUSTOM PANEL



BR02 - IRONSPOT VELOUR



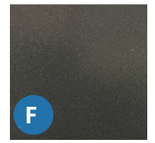
GL01- STARPHIRE GLASS



MF01 - MESH FABRIC - SERGE FERRARI



MP04 - GARAPA WOOD



MP05 - METAL GRAPHITE GREY



BR03 - RUBY RED VELOUR



MP06 - METAL STEEL HORIZON



PC01 - PRECAST LIGHT



PC02 - PRECAST DARK



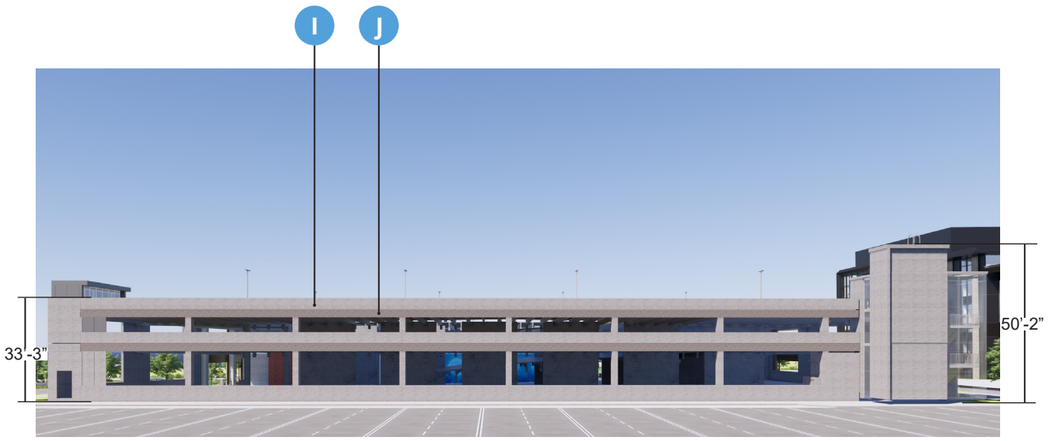
MP01- METAL MORIN PANEL

PARKING GARAGE | PD09

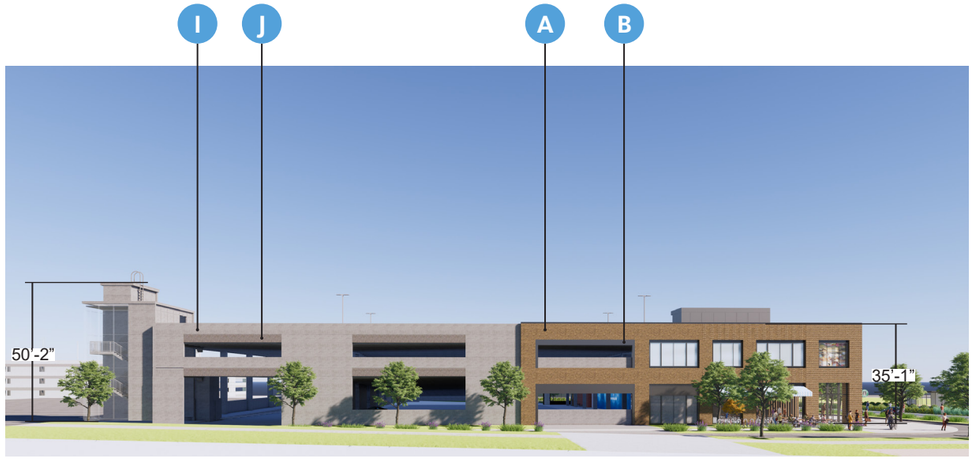
*NOTE: Canopies encroach up to 5' into ROW



NORTH ELEVATION



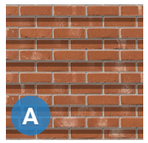
SOUTH ELEVATION



EAST ELEVATION



WEST ELEVATION



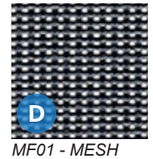
BR01 - CORBELLED BRICK



MP01 - CHARCOAL – METAL PANEL MINIMUM 24 GAUGE



MP02 - BRONZE ALUMINUM PANEL MINIMUM 24 GAUGE



MF01 - MESH FABRIC - SERGE FERRARI



MP03 - DARK METAL PANEL MINIMUM 24 GAUGE



ST01 - LIMESTONE CALCIUM SILICATE



BR01 - BRICK CHARTER WHITE



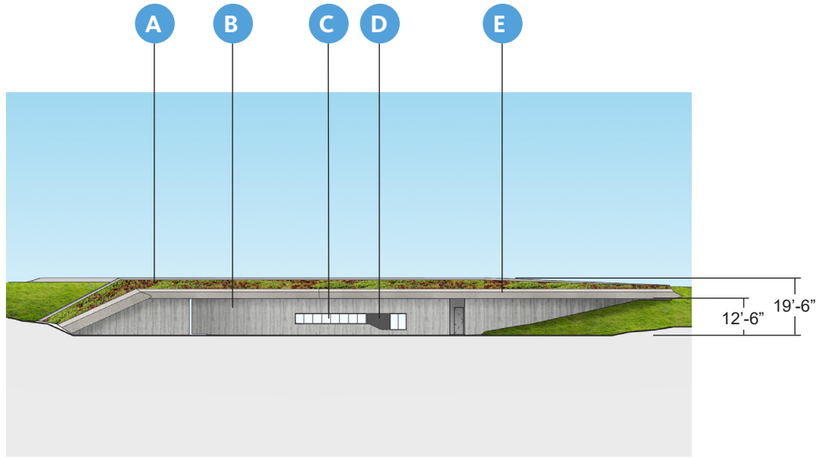
MP04 - DARK BRONZE ALUMINUM MINIMUM 24 GAUGE



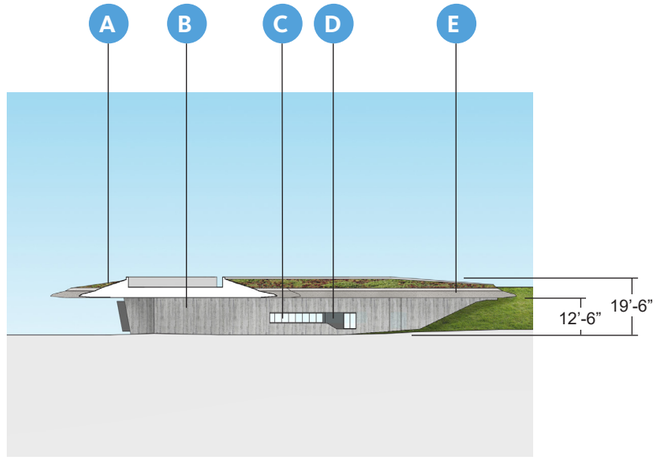
PC01 - PRECAST LIGHT



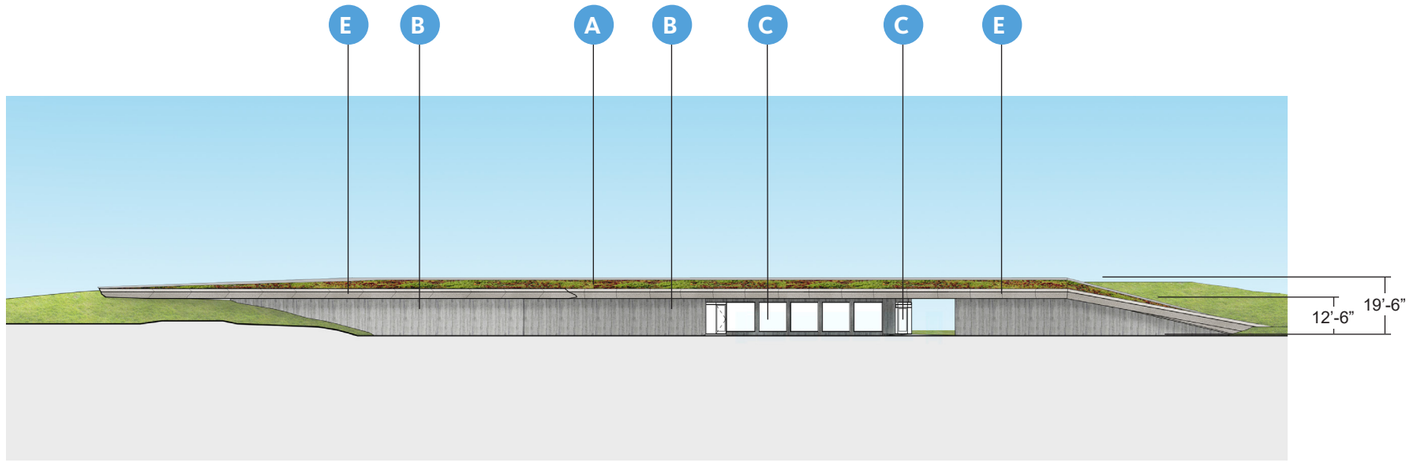
PC02 - PRECAST DARK



NORTH ELEVATION



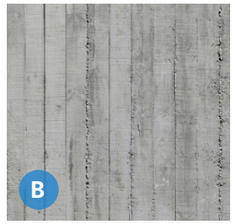
EAST ELEVATION



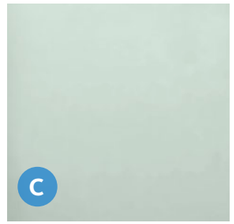
SOUTH ELEVATION



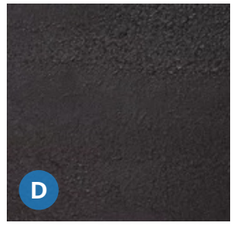
GREEN ROOF



BOARD FORMED CONCRETE



VISION GLASS



PAINTED STEEL PANEL MINIMUM 24 GAUGE



GLASS FIBER REINFORCED CONCRETE

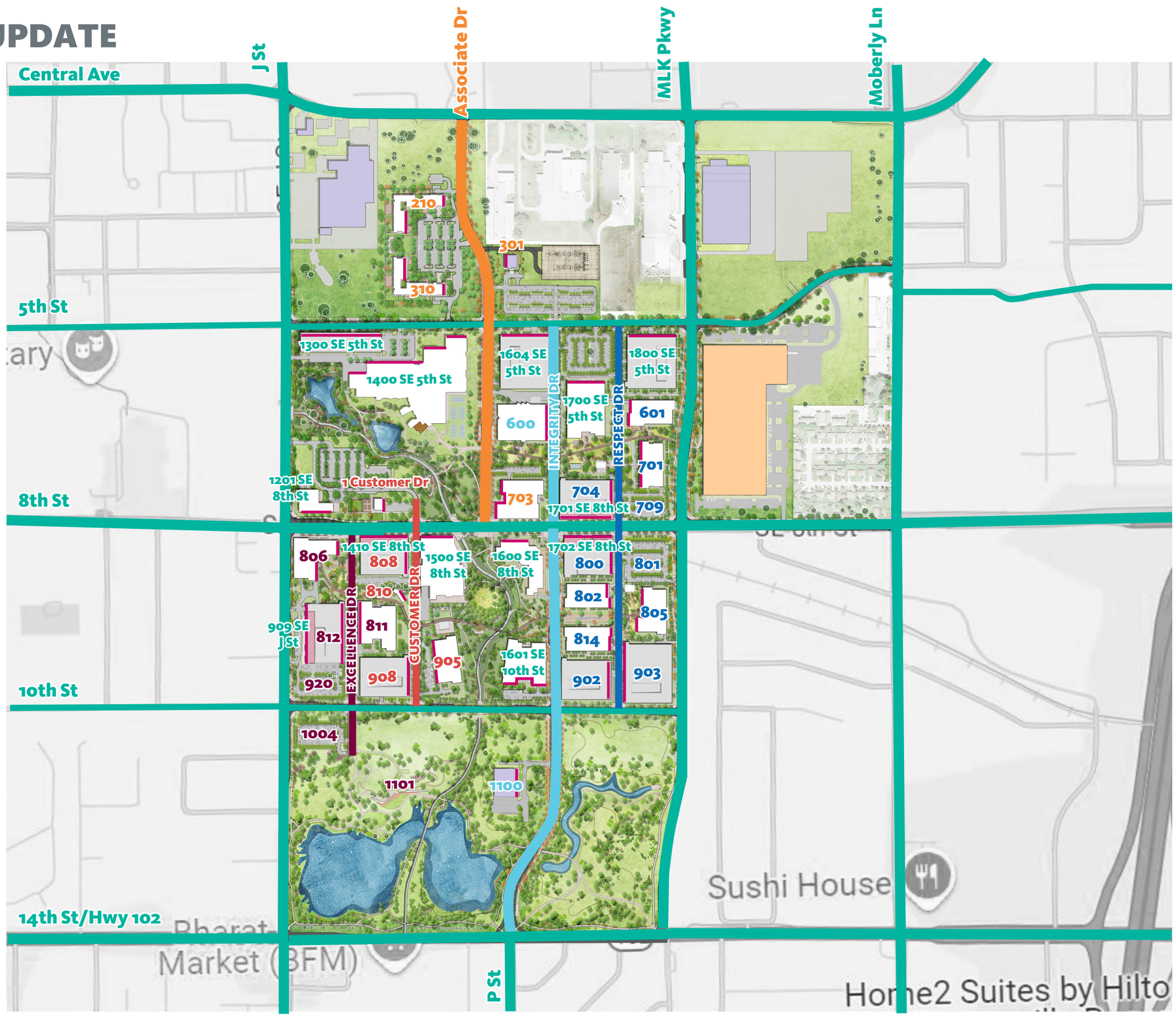
ADDRESSING REVISION UPDATE

ALL AFFECTED ADDRESSES

- Table shows all major (complete street rename or flip) and minor (prefix removal, suffix change) street and number revisions

LOCATION	ADDRESS	
Childcare	210	**Associate Dr**
Childcare	310	**Associate Dr**
Fitness	1400	SE 5th St
Hotel	1201	SE 8th St
Welcome	**1**	**Customer Dr**
8th & Plate	1600	SE 8th St
Auditorium	1500	SE 8th St
K-Coffee Shop	810	**Customer Dr**
M-Coffee Shop	1101	**Excellence Dr**
NCUP	301	**Associate Dr**
SCUP	1100	**Integrity Dr**
PD01	1800	SE 5th St
PD02	**704**	**Respect Dr**
PD02 Retail	**1701**	**SE 8th St**
PD03	1604	SE 5th St
PD04	**800**	**Respect Dr**
PD04 Retail	**1702**	**SE 8th St**
PD05	903	**Respect Dr**
PD06	902	**Respect Dr**
PD07	908	**Customer Dr**
PD08	**812**	**Excellence Dr**
PD08 Retail	**909**	**SE J St**
PD09	**808**	**Customer Dr**
PD09 Retail	**1410**	**SE 8th St**
PD12	1300	SE 5th St
SL02	709	**Respect Dr**
SL03	801	**Respect Dr**
SL06	1004	**Excellence Dr**
SL07	920	**Excellence Dr**
OF01	601	**Respect Dr**
OF02	1700	SE 5th St
OF03	**703**	**Associate Dr**
OF04	600	**Integrity Dr**
OF05	802	**Respect Dr**
OF06	805	**Respect Dr**
OF07	814	**Respect Dr**
OF08	1601	SE 10th St
OF09	905	**Customer Dr**
OF10	811	**Excellence Dr**
OF11	**806**	**Excellence Dr**
OF12	701	**Respect Dr**

All Revisions from Existing



ORDINANCE NO. _____

AN ORDINANCE AMENDING ORD 2025-133; AND FOR OTHER PURPOSES.
(PROJECT NUMBER: PUD20-0002)

WHEREAS, on October 27, 2020 City Council approved Ordinance 2020-207 creating PUD20-0002 for Wal-Mart Campus;

WHEREAS, PUD20-0002 was amended on April 13, 2021 with ORD2021-93;

WHEREAS, PUD20-0002 was amended on October 12, 2021 with ORD2021-210;

WHEREAS, PUD20-0002 was amended on May 24, 2022 with ORD2022-116;

WHEREAS, PUD20-0002 was amended on February 13, 2024 with ORD2024-28;

WHEREAS, PUD20-0002 was amended on June 11, 2024 with ORD2024-90;

WHEREAS, PUD20-0002 was amended on July 16, 2024 with ORD2024-108;

WHEREAS, PUD20-0002 was amended on October 8, 2024 with ORD2024-149;

WHEREAS, PUD20-0002 was amended on June 17, 2025 with ORD2025-133;

WHEREAS, Wal-Mart stores has duly filed a petition to further amend PUD20-0002;

WHEREAS, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 19, 2025 in the Council Chambers of the City of Bentonville;

WHEREAS, the amendments are for the purpose of modifying parking layouts for the project as detailed in the PUD, with the associated open space totals; and

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said PUD be amended as shown on the attached "Wal-Mart Campus PUD Revision 20".

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

Section 1: That the above described PUD is hereby amended in accordance with the city zoning laws and state laws;

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

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

PASSED AND APPROVED this_____ day of _____, 2025.

APPROVED:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

	Southern Sights LLC
	800 Northwest D Street
	PC Date: 8/19/2025

Staff Report Details

Project Number	(RZ25-0031)
Applicant / Current Owner	Southern Sights LLC
Site Area	+/- **[.88]** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related projects	

Property Description

The subject property is located at 800 NW D Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Walkable Neighborhood. The property has direct access to NW D Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, south, east and west, and DN-2, Downtown Medium Density Residential to the west, south, and southeast.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential.

The applicant states in their narrative that they are requesting the rezoning to develop as residential, compatible with existing uses adjacent to the property and similar in intensity. The property is designated as a Walkable neighborhood in the Future Land Use Map. Surrounding properties have the designated land use place types of Walkable Neighborhood to the north and east, and Traditional Neighborhood to the south and west. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the north, south, east and west, and DN-2, Downtown Medium Density Residential to the west, south, and southeast.

Project Details

Consistency
The proposed rezone is consistent with the adopted Future Land Use Map under Standard Review.

Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, DN-2 is in alignment with the Walkable Neighborhood place type and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-2 is regulated, require rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. The maximum height allowed for DN-2 is 36 feet while the maximum height allowed for the adjacent R-1 zoning is also 36 ft. Since some of the land within this neighborhood has a future land use of Walkable Neighborhood, there is a high likelihood of many of those properties rezoning to DN-2 and DN-3 which have a maximum allowed height of 36ft and 40ft respectively. This helps to create a terraced effect down to lower-density place types.

Intensity
The parcel is located within the Walkable Neighborhood place type. The surrounding area includes a mix of Walkable Neighborhood and Traditional Neighborhood designations, both of which are residential in nature. Among the two, Traditional Neighborhood represents the lower development density.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Relationship to the Community Plan

This property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood to the north and east, and Traditional Neighborhood to the south and west.

Rezoning the properties to DN-2 would align them with the Future Land Use Map. This rezoning, along with future redevelopment, would support the addition of much-needed housing while maintaining compatible density with the surrounding area.

The zoning request for 800 NW D Street aligns with the FLUM under standard review.

Public Comment

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

Analysis / Waivers

The subject property is adjacent to Walkable Neighborhood to the north and east, and Traditional

Analysis / Waivers

Neighborhood to the south and west. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0031
Haney
800 NW D ST

MARK RUSSELL
HOMES

848 NW C Street
Bentonville, AR 72712

June 20, 2025

Dear Bentonville Planning Commission

We are requesting a rezone from R-1 to DN-2 at 800 and 802 NW D St in line with the future land use map. The current and proposed use is residential and the impact on traffic is anticipated to be minimal. No signage is proposed. Existing water and sewer are available along NW D.

Within the Walkable Neighborhood place type indicated on the land use map, zoning up to DN-3 is appropriate per the city's alignment policy. Per the Alignment Policy and attached checklist, the requested DN-2 is consistent with the future land use map for this property and the vision and policies of the community plan, inherently reflected in the future land use map. The land use and our development plans will be residential, compatible with existing residential uses adjacent to the property and similar in intensity.

Thank you,
Mark Haney

Project # **RZ** 25-0031
and 25-0032

City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☒ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☒ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☒ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☒ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☒ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☒ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- ☒ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☐ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone 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.

🏘️ Compatibility

- ☒ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Mark Haney Date: June 20, 2025

Signature: [redacted]

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: RZ25-0031)

WHEREAS, Southern Sights, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, 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:

TRACT A PART OF THE S 1/2 OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING A PART OF THE SW 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: TRACT "B", BEGINNING AT A POINT 483.57 FEET SOUTH AND 39.69 FEET N 87°26'00" E OF THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SAID SECTION 30; THENCE N 87°26'00" E 223.69 FEET; THENCE S 00°01'15" E 161.43 FEET; THENCE S 89°46'45" W 234.57 FEET; THENCE N 10°45'37" W 113.55 FEET; THENCE N 38°20'12" E 51.78 FEET TO THE POINT OF BEGINNING. SUBJECT TO COVENANTS, EASEMENTS AND RIGHTS OF WAY, IF ANY.SUBJECT TO EASEMENTS, RIGHTS OF WAY, AND PROTECTIVE COVENANTS OF RECORD, IF ANY. SUBJECT TO ALL PRIOR MINERAL RESERVATIONS AND OIL AND GAS LEASES.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 19, 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Southern Sights LLC

802 Northwest D Street

PC Date: 8/19/2025

Staff Report Details

Project Number	(RZ25-0032)
Applicant / Current Owner	Southern Sights LLC
Site Area	+/- **[.49]** Acres
Current Zoning	R-1, Low-Density Single-Family Residential
Requested Zoning	DN-2, Downtown Medium Density Residential
Current Future Land Use Map Designation	Walkable Neighborhood
Requested Future Land Use Map Designation	N/A
Development Type / Use	Residential
Related projects	

Property Description

The subject property is located at 802 NW D Street. The property is presently zoned R-1, Low Density Single Family Residential, with a land use designation of Walkable Neighborhood. The property has direct access to NW D Street. Surrounding zoning districts include R-1, Low Density Single Family Residential to the north, south, east and west, and DN-2, Downtown Medium Density Residential to the west, south, and southeast.

Project Details

The applicant has requested a rezoning of the property from R-1, Low-Density Single-Family Residential to DN-2, Downtown Medium Density Residential.

The applicant states in their narrative that they are requesting the rezoning to develop as residential, compatible with existing uses adjacent to the property and similar in intensity. The property is designated as Walkable neighborhood in the Future Land Use Map. Surrounding properties have the designated land use place types of Walkable Neighborhood to the north and east, Traditional Neighborhood to the south and west, and Recreation Outdoor and Entertainment to the north. Adjacent zoning districts include R-1, Low-Density Single-Family Residential to the north, south, east and west, and DN-2, Downtown Medium

Project Details

Density Residential to the west, south, and southeast.

Consistency
The proposed rezone is consistent with the adopted Future Land Use Map under Standard Review.

Impact
The impact of this rezone on the community will be to set the zoning regulations for the development of this project. Pursuant to the alignment policy, DN-2 is in alignment with the Walkable Neighborhood place type and will implement the City-wide vision of where growth is appropriate, per the Future Land Use Map.

Compatibility
The design guidelines for the residential downtown districts (Development Code 1100.22), by which DN-2 is regulated, require rear loading, exterior materials and details to be *"consistent with the character of the surrounding context"*. The maximum height allowed for DN-2 is 36 feet while the maximum height allowed for the adjacent R-1 zoning is also 36 ft. Since some of the land within this neighborhood has a future land use of Walkable Neighborhood, there is a high likelihood of many of those properties rezoning to DN-2 and DN-3 which have a maximum allowed height of 36ft and 40ft respectively. This helps to create a terraced effect down to lower-density place types.

Intensity
The parcel is located within the Walkable Neighborhood place type. The surrounding area includes a mix of Walkable Neighborhood and Traditional Neighborhood designations, both of which are residential in nature. Among the two, Traditional Neighborhood represents the lower development density.

Orderly Transition
The project is an infill project. Infill development seeks to reduce sprawl and conserve natural areas by placing mild increases in density within the existing urban fabric, keeping housing near job centers and promoting walking with shorter distances between residents and destinations.

Relationship to the Community Plan

This property is presently designated as Walkable Neighborhood and is surrounded by Walkable Neighborhood to the north and east, Traditional Neighborhood to the south and west, and Recreation Outdoor and Entertainment to the north.

Rezoning the properties to DN-2 would align them with the Future Land Use Map. This rezoning, along with future redevelopment, would support the addition of much-needed housing while maintaining compatible density with the surrounding area.

The zoning request for 802 NW D Street aligns with the FLUM under standard review.

Public Comment

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

Analysis / Waivers

Analysis / Waivers

The subject property is adjacent to Walkable Neighborhood to the north and east, Traditional Neighborhood to the south and west, and Recreation Outdoor and Entertainment to the north. The land use and zoning requests support the goals of the Bentonville Community Plan in supporting higher density and more housing units.

Conclusion

Given this property's location within Walkable Neighborhood land use, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

Additional Details



RZ25-0032
Haney
802 NW D ST

MARK RUSSELL
HOMES

848 NW C Street
Bentonville, AR 72712

June 20, 2025

Dear Bentonville Planning Commission

We are requesting a rezone from R-1 to DN-2 at 800 and 802 NW D St in line with the future land use map. The current and proposed use is residential and the impact on traffic is anticipated to be minimal. No signage is proposed. Existing water and sewer are available along NW D.

Within the Walkable Neighborhood place type indicated on the land use map, zoning up to DN-3 is appropriate per the city's alignment policy. Per the Alignment Policy and attached checklist, the requested DN-2 is consistent with the future land use map for this property and the vision and policies of the community plan, inherently reflected in the future land use map. The land use and our development plans will be residential, compatible with existing residential uses adjacent to the property and similar in intensity.

Thank you,
Mark Haney

Project # **RZ** 25-0031
and 25-0032

City of Bentonville Rezone Application Review Checklist

Please check all applicable boxes:

Consistency with Planning Documents

Designate the Future Land Use Map Alignment Policy Review Category

[Res-No-02-11-25M Future-Land-Use-Map-and-Zoning-Alignment-Policy]

- ☒ Standard Review (SR)
- ☐ Enhance Review (ER)
- ☐ PUD/ PRD
- ☐ Neither SR nor ER (Staff Recommends denial)

- **Consistency with the vision of the Community Plan**
  (Is the request supported by the vision and guiding principles of the Community Plan? **Applicants: please check which elements are consistent with the Community plan and demonstrate in your narrative how your project meets the vision of the Community Plan.**

bentonvillear.com/DocumentCenter/View/18161/Bentonville-Community-Plan-As-Amended-2025?bidId=

☒ Thoughtful Growth (p.38)

- Infill Development
- Existing Infrastructure

☒ Robust Economy (p.39)

- Providing a variety of housing options
- Access to high quality parks, recreation, schools, and multi-modal transportation opportunities.

☒ Welcoming and Diverse (p.39)

- Welcoming to all
- Provides a sense of community

☒ The Bentonville Experience (p.40)

- Redevelopment near downtown
- Providing a variety of housing options
- New neighborhoods throughout the community
- Transportation system that supports motorists, cyclists and pedestrians

☒ A Great Place to plant Roots (p.40)

- Housing Options for market entry level
- The ability to age in place
- Shopping, employment, and education options
- New neighborhoods throughout the community

📈 Development Impact, Intensity and location

- ☒ **Impact foreseen in the Future Land Use Map**
  (Does the proposed rezoning fit within the place type, i.e. SR?)
- ☐ **Intensity and Significant Economic Development criteria (for ER)**
  - ☐ Is the adjacent zone similar to the requested rezone?
  - ☐ Is the proposed rezone near the center of a "Center" or "Corridor" place type?
  - ☐ Is the proposed rezone near the edge of a "Neighborhood" place type?
  - ☐ Is the proposed rezone 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.

🏘️ Compatibility

- ☒ **Compatibility with Neighboring Development**
  (Is the rezone compatible with recent development activity in the surrounding area?)

Name: Mark Haney Date: June 20, 2025

Signature: [redacted]

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: RZ25-0032)

WHEREAS, Southern Sights, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, 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:

TRACT B PART OF THE SOUTH HALF OF OUT LOT 7, ORIGINAL TOWN OF BENTONVILLE, BEING A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 20 NORTH, RANGE 30 WEST, BENTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 341.00 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30. THENCE S62°36'17"E, 293.82'; THENCE S87°26'00"W, 223.69'; THENCE S38°20'12"W, 51.98'; THENCE N10°45'39"W, 39.69'; THENCE N00°52'36"E, 147.01' TO THE POINT OF BEGINNING.;

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held August 19, 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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

Consent Agenda Item

For the City Council meeting on August 26, 2025

Details

Large Scale Projects must have foundations poured prior to expiration in the current code. There have been situations where a developer has been diligently moving forward on a large scale project, outlaying significant expense but have not reached the milestone of installing foundations at the time of the large scale expiration. This causes the project to cease to be entitled until another Planning Commission approval has been obtained. The proposed amendment moves the threshold for an active Large Scale to continue construction from the pouring of a foundation to the holding of a pre-construction meeting. The developer must also have all permits such as any floodplain development permit, ADH, or ARDOT approvals prior to the pre-construction meeting (all but the building permit).

As an important caveat, the preconstruction meeting for this context is the full preconstruction meeting, as determined by the City Engineer. Any limited preconstruction meeting for a subset of the overall large scale project would not stop the clock for the determination of project expiration.

Amendments since the August 5, 2025 PC meeting

At the Planning Commission meeting of August 5, 2025 there was a desire to have an additional expiration threshold so that developers did not conduct a peconstruction meeting and then stop making progress. This second version adds a clause that requires a developer to pull a building permit within 6 months of the peconstruction meeting and keep the building permit active on the project or else the Lange Scale Development will expire on the date of the building permit expiration.

ORDINANCE NO. _____

AN ORDINANCE AMENDING BENTONVILLE MUNICIPAL CODE APPENDIX B LAND DEVELOPMENT CODE SEC. 700.07 EXPIRATION OF LARGE-SCALE DEVELOPMENT APPROVAL; AND FOR OTHER PURPOSES.

WHEREAS, current regulations stipulate that a Large-Scale Development approval expires if a building permit has not been issued and a foundation has not been poured within one year of approval;

WHEREAS, this requirement has resulted in numerous projects returning to the Planning Commission to request extensions or new approvals, creating inefficiencies in the development review process and adding unnecessary workload for both staff and commissioners; and

WHEREAS, the City has determined that holding a preconstruction meeting within the one-year timeframe is a sufficient indicator that the project is underway.

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

Section 1: That Bentonville Municipal Code, Appendix B Land Development Code, *Sec. 700.07 Expiration of Lage-Scale Development Approval* shall be and is hereby amended with the following, strikethrough text to be removed and underlined text to be added.

(a) *Expiration.* The approved development plan is conditioned upon the applicant accomplishing the following tasks within one year from the date of approval:

(1) ~~Receive a building permit~~

(2) ~~Pour footing~~; Schedule and attend a preconstruction meeting with City staff regarding the project.

(3) Receive all permits and approvals required by city, county, state and federal regulations to start construction of the development or project.

(b) *Expiration after Preconstruction Meeting.* The Large Scale Development Project shall expire 6 months after the preconstruction meeting if a building permit has not been issued for the project. Further, if the building permit subsequently expires, the Large Scale Development shall expire on the date of the building permit expiration.

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:

_____
Stephanie Orman, Mayor

ATTEST:

_____
Malorie Marrs, City Clerk

PROPOSAL.

As the artist, Paige Dirksen is legally guaranteed certain rights and privileges concerning the overall integrity of her art. However, as a community artist, she has chosen to receive and consider all feedback concerning "All Bike(r)s Welcome" both in favor of and in opposition to the mural. Ensuring that modifications remain true to her intended message of inclusion and the artistic integrity of the work, while remaining sensitive to the varied reactions from the community is no small task. While the input received by the City for and against this mural has been significant, that feedback only represents the most vocal and invested fraction of our community. Mrs. Dirksen has considered in good faith the positions of those that have spoken on this matter, and of the tens of thousands of citizens of Bentonville that have not. She has also given great weight to the official findings and public discussions of the Public Art Advisory Committee and City Council. This proposal has been carefully crafted to respect the City's continued support for inclusion and the precedent established by the City Council's previous official Resolutions on this matter; but we also appreciate the gravity of the City's legal considerations, and wish to help protect the City from potential liability.

Proposed Modifications to the Right Half of the Mural.



The artist has consulted with her legal counsel concerning the legitimacy of City Council's questions regarding the reference to a specific corporation in the mural. Mrs. Dirksen was unaware of this legal consideration for the City at the time of design and implementation. To clearly remove any reference to a specific organization in the art, Mrs. Dirksen offers the following three modifications:

1) **Mural Text.** The artist proposes changing "all bike(r)s welcome" to "all bikers welcome". By removing the parentheses, the artist removes the alternative reading of the text, and any implied reference to "All Bikes Welcome" within the content of the mural.

2) **Wheel Image.** Currently the image next to "all bike(r)s welcome" is a moniker resembling a flower with a wheel inside of it. This moniker also appears in certain branded materials used by All Bikes Welcome. It is the only emblem in the piece that All Bikes Welcome appears to use with any intent concerning branding. While the City and the complainants have not raised any objections to this at this time, given Council's guidance concerning a corporate connection within the mural, we believe it is appropriate to replace that moniker in this work.

3) **Title.** Consistent with the above listed modifications, the artist will change the title of the artwork to "All Bikers Welcome".

The artist has already removed the Instagram references to herself and All Bikes Welcome. With that, and these edits, all direct or branded references to All Bikes Welcome will be removed from the piece.

Alleged Trans Flag. We respect the City Council's June 10 findings. After discussion of this question, City Council adopted Resolution No. 6-10-25 E which stated that the City Council "accepts the artwork on public property, titled All Biker(s) Welcome, with the removal of all language that is not the artist's signature or artwork title" and instructs the City to install "a sign describing the art in a manner consistent with other City owned art pieces". Consistently with the recommendations of the Public Art Advisory Committee, City Council has spoken on this matter. In the absence of an evidenced change of circumstances, it is inappropriate to continually re-raise the same objections in hopes that public officials will change their mind. City Council has important work to do providing water, sewer, and infrastructure; it cannot reconsider every decision that does not have the unanimous support of the entire population of Bentonville.

“All Bikers Welcome” Mural After Proposed Modification.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/12/2025	**Submitted By:**	Shelli Kerr
Phone:		**For Department(s):**	Planning
Email:	skerr@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:	Public Art Complaint Resolution
Action Recommendation & Justification:	City Council final determination on public art piece All Biker(s) Welcome. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The public art complaint process is codified in Section 2-533(m) of the City of Bentonville Municipal Code. Each step of subsection (m) has been exercised and the issue remains unresolved. This leaves City Council with the final decision of whether the work of art shall be removed, relocated, relabeled, or otherwise modified. A meeting between the artist and complainants was held July 29th. Please see the mediators report.
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)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

Mediation Report: "All Biker(s) Welcome" Mural
Bentonville City Hall
July 29, 2025

Mediation Starting Time: 2:30 p.m.
Mediation Completion: 4:35 p.m.
Debriefing Period with Mayor Stephanie Orman: 4:35-5:15 p.m.

Beginning at 2:30 p.m. the mediation started. There were a total of ___ attendees. All attendees were given both a one page agenda and a brief mediation agreement that highlighted the primary goals and objectives of the mediation process.

Both parties were given the opportunity of providing a "position statement" of up to 15 minutes detailing their perspective(s) of the dispute. Both groups were respectful of each other and asked follow-up questions.

After both groups provided their respective position statements, each group met with the mediator (Kevin Brady) separately.

The following is an overview of the discussions involved with both groups.

Page (Artist):

In our discussions, Page indicated that her primary purpose in creating the mural was to create a sense of "belonging for all" in her art. Additionally, she mentioned that she wanted the mural to evoke feelings of "inclusion and belonging."

The artist said that she was very "confused" by the group's argument that the images on the mural advocated transgender rights. She further indicated that the images on the mural were not that of a "trans flag." The artist indicated that she recognized that the mural was public art and to be enjoyed by everyone. She was neither trying to specifically recognize any specific group or have any other group feel left out. The message of the mural is about welcoming everyone and engaging in joyful community.

The artist shared that over 80 people ultimately helped create the mural. Additionally, the artist shared that she had received encouragement and approval about the mural from Bentonville residents as well as those across the state who have seen it.

Religious Group (made up of __ Bentonville residents)

At the start of the mediation, I indicated to this group that it is not common to record the mediation sessions. They indicated that they felt more comfortable recording our discussions on their cell phones without any public officials present. Since this was classified as an "informal" mediation, I agreed to allow the recording of the position statements portion of the mediation but

did not want them recording the portion of the mediation where we were meeting privately without the artist present. They agreed to this compromise.

The group's primary opposition to the mural was based on the use of "taxpayer monies being used for ideological purposes." The group further elaborated that there was clear "transgender messaging" through the use of symbols in the mural, including but not limited to the visual depiction of a transgender flag. According to the group, even the use of the statement "all bikers welcome" was aligned with language used by those in the transgender community. The group indicated that since this mural was in a public location, the messaging in the mural should be non-ideological. Instead, according to the group, the imagery found in the mural advances transgender ideology. It is unfair that public dollars are being used to advance one ideology over others or having an ideology presented in a public place to those to disagree with transgender beliefs and goals.

In my separate meetings with both groups, I specifically asked if they had ideas or opinions concerning potential solutions to the ongoing dispute surrounding the "All Biker(s) Welcome" mural. The artist did not offer any solutions. Instead, her position was that she already made suggested changes to the mural. If she made additional changes to the mural, she would be sending the message that certain groups are not welcome and that is something she is not comfortable doing.

After some discussion, the religious group did offer the mediator a potential solution to the issue. The group spokesperson said, "if she changes one of the colors in the flag to any other color, we would accept that change." The mediator asked for clarification on this fact and the spokesperson confirmed that if the artist changed one of the colors on the existing two flag images on the mural, they would accept this. The spokesperson indicated that this is not a perfect solution to the dispute but a suggested comprise. After receiving this statement, I requested to meet privately with the artist to discuss this possible solution with her. When presented with this potential solution, she declined. Her (Page's) position was that making further changes to the mural would only reinforce the perception that the mural is not, in fact, welcoming to everyone. Instead, this change would communicate that certain groups were not welcome. After some follow-up discussions, the artist indicated that she did not plan to make any more modifications and/or changes to the existing mural. She further indicated that she felt that possibly removing the mural would cause more harm than good.

Mediation Outcome:

While a potential solution to the disagreement was offered by one party (the religion group), it was not accepted by the other complainant (Artist). Therefore, the mediation reached an impasse and an agreement or compromise to the disagreement was not reached. Both groups were

respectful of each other's opinions and the consistent tone of the meetings between both groups was cordial.

Additional comments:

One of the groups mentioned what are the "next steps" in the process after the mediation. The mediator indicated that the issue will likely go before the city council.

Additionally, one of the members of the religious group asked the mediator, "Who is paying who?"

Sec 2-553 Displays Of Art On City-Owned Property

a) *Approval*. All requests to display artwork on city maintained property shall be approved by the Bentonville City Council, the public art advisory committee and if required, the parks and recreation advisory board and/or other city boards and commissions.
b) *Insurance*.
    1) *Temporary works of art*. The city is self-insured and does not insure temporary artwork displayed on city maintained property. The artist who loans temporary artwork for display on city maintained property shall bear the risk of loss from damage, destruction, or theft of the artwork while it is in the care of the City of Bentonville. The artist shall agree in writing to assume sole liability or responsibility for loss, damage, or theft of the artwork.
    2) *Permanent works of art*. Insurance details relating to permanent works of art shall be outlined in the contract agreement.
c) *Assumption of risk and public safety*. Display of artwork shall not create an unnecessary safety hazard to the public or city employees and shall be displayed in a manner that does not unreasonably impede traffic or interfere with public safety.
d) *Types of display*. Art displays hosted or coordinated by the city may include competitions sponsored by the city, art displays featuring individual artists, themes and art displays featuring groups of artists.
e) *Location*. Artwork may be displayed in public places approved by city council. Artwork may be physically separated from the main exhibit when, in the opinion of the city council, warranted under current community standards. Artwork, other than works of art currently in place at the time of adoption of the ordinance codified in this section, shall not be displayed on the Bentonville Square.
f) *Compatibility*. Proposed public art shall be evaluated for its compatibility relative to the following:
    1) Visibility and public access.
    2) Public safety.
    3) Traffic patterns.
    4) The relationship of the proposed public art project to the site's existing or future architectural features, its natural features, its historical, geographic and social/cultural context.
    5) The function and use(s) of the facility of site.
    6) The nature of the site's surrounding neighborhood and potential impact of the public art project on residents, businesses, existing works of art or design elements within the site's vicinity.
    7) Future development plans for the area which may affect the public art project.
g) *Identification of artwork*. Works of art should be identified in an appropriate manner to the context of the artwork consistent signage details shall be outline in the contract.
h) *Sales prohibited*. Art shall not be sold on city maintained property, except as part of an city-approved organized event. Sales information shall not be posted or displayed with a work of art; interested buyers shall contact the artist directly for sales information.
i) *Payments prohibited*. The city (or any organization or person affiliated with the city) shall not accept payments to have art displayed on city maintained property. Furthermore, the display of public art on city maintained property shall not be used by any organizations for fundraising.
j) *Presentation*. As outline in the contract, all art shall be finished and ready for display and artists shall remain responsible for all costs associated with presenting, setting up and taking down.
k) *Set-up/take down*. As outlined in the contract, it shall be the responsibility of the artist to adhere to the details for presenting, set-up and take down.
l) *Pick-up and delivery/abandonment*. As outlined in the contract, the artist shall adhere to the details for pick-up and delivery location and time. Any piece that is not picked-up by the deadline shall be treated as abandoned property subject to disposal without further notice under applicable laws.

m) *Complaints*. If the city receives signed, written complaints from ten or more employees or citizens of Bentonville about a work of art on display, then the city shall notify the artist about the complaint and allow the artist an opportunity to immediately withdraw the work. Should the artist choose not to withdraw the work, the city shall hold a meeting between the artist and complainants during which they will be given an opportunity to address the appropriateness of the display of the work of art. After the meeting, if the issue is still unresolved, the city council shall make the final decision on whether the work of art shall be removed, relocated, relabeled, or otherwise modified giving due regard and consideration to the artists freedom of expression and due process under the First and Fourteenth Amendments in accordance with the forum in which that artwork is displayed.

n) *Removal*. As outlined in the contract, there shall be no removal or disguise of a work of art once it is placed on display unless and until the city council decides to do so, subject to the right of the artist to remove it.

(Ord. No. 2007-24, § 1(F), 2-13-2007; Ord. No. 2013-40, § 1(F), 5-14-2013)

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Legal
Phone:		**For Department(s):**	City Council
Email:	bbridges@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 Suspending Article 2-IX Section 2-553(m) of the Bentonville Municipal Code
Action Recommendation & Justification:	City Council requests suspension of section 2-553(m) until such time as Article 2-IX can be approved as amended by City Council and public art policies and procedures are adopted. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	City Council requested this item at its August 12, 2025 meeting.
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)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING ARTCICLE 2-IX SECTION 2-553(M) *COMPLAINTS*; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville City Council wishes to suspend Section 2-553(m) of the Bentonville Municipal Code.

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

Section 1: That Article 2-IX Section 2-553(m) *Complaints*, of the Bentonville Municipal Code, is hereby suspended and will not be enforced or otherwise utilized;

Section 2 - Emergency Clause: The need to suspend this section of the Bentonville Municipal Code is immediate and 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:

_____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	8/26/2025	**Submitted By:**	Shelli Kerr
Phone:	479-271-6822	**For Department(s):**	Planning
Email:	skerr@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Public Art Code and Policy Update
Action Recommendation & Justification:	Informational item presenting a draft of updates to Article 2-IX and a draft Public Art Policy.
Additional Comments for Consideration (Optional):	Memo attached with a draft amendments to city code Article 2-IX Art in Public Place and a new Public Art Policy.
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)*

		$ 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		

Fund(s) Impacted (check all that apply) ☐ **General Fund** ☐ **Utility Fund** ☐ **Street Fund** ☐ **Other(s):**_____

Budget Impact Notes for Consideration (Optional):

MEMO

To:	Mayor Stephanie Orman, Bentonville City Council, Public Art Advisory Committee
From:	Shelli Kerr, AICP, Comprehensive Planning Manager
Date:	August 20, 2025
RE:	**Draft of Recommended Improvements to Public Art Policy**

As requested by City Council, staff has prepared a package of draft improvements to the public art program in Bentonville. These improvements are designed to ensure transparency and consistency. The improvement program includes three documents. Due to the number of FOIA requests and other matters that need legal attention, these documents have not fully been reviewed by the city's legal team.

- Amendments to Article 2-IX Art in Public Places
- New Public Art Policy
- Amendments to the Public Art Advisory Committee Bylaws

A. Goals and Actions

Below are the goals of the public art improvement package along with the proposed action items. The action item is followed by parenthesis indicating where the action can be found, either in the code or the policy.

1. **Align codes and policies for consistency with other boards and city policies.**
    a. Most other advisory groups for the city are titled a "board" and not a "committee", except the Public Art Advisory Committee and the Tree and Landscape Advisory Committee. The proposed code amendment changes the title to "Public Art Advisory Board." (Code)
    b. The library's policy regarding reconsideration of books is well established and has worked well in practice. It makes sense to use that policy as a model to establish consistency where applicable. The proposed new reconsideration policy models the library's request for reconsideration policy. (Policy)
    c. The addition of artwork to the city's collection has historically taken place separately from the city's procurement process. This provides an opportunity to align the requests for new artwork with the city's purchasing and compliance policies. Specifically this should align the RFP process with current city practices. (Policy)
    d. Most other boards function with an adopted policy. Currently, the PAAC does not have a policy. Items that are policy related in nature, such as process, evaluation, and review are all now pulled into a separate policy document. (Policy)

2. **Clarify code language regarding what is and is not allowed for public art installations.**
    a. Identify exemptions in one section of the code. (Code)
    b. Clarify what is specifically prohibited in one section of the code. (Code)
    c. Specifically state that removal of an artwork can only be authorized by City Council, outside of an exigent circumstance. (Code)

3. **Create a policy document to clearly outline public art expectations and guidelines.**
    a. The document includes policies on staff support and guidelines for the Public Art Advisory Board, collection development, project administration, public education and awareness, maintenance and conservation, deaccession and reconsideration. (Policy)
    b. Identify the roles and responsibilities for coordination of artwork installation. (Policy)

4. **Improve reconsideration process.**
    a. Create opportunities for public engagement in the evaluation and review process (Policy)
    b. Ensure contracts are clear and obligations understood. (Policy)
    c. Establish a process for an artist to request changes to approved artwork. (Policy)
    d. Establish a final inspection and acceptance process once artwork is installed. (Policy)
    e. Coordinate notification and social media posts about art installations. (Policy)
    f. Establish evaluation criteria for consistency and transparency. (Policy)

5. **Clearly outline the review and approval process.**
    a. Identify the methods of acquisition: competition, purchase, commission, loan, donation. (Policy)
    b. Establish the review and approval process. (Policy)
    c. Establish criteria for evaluating art proposals, including compliance with other city policies and codes. (Policy)

6. **Create standard templates and forms.**
    a. Request for Proposal Template
    b. Standard Agreements (purchase, loan, temporary, donation)
    c. Installation Inspection Form
    d. Notice of Acceptance Template
    e. Condition Assessment Form
    f. Request for Reconsideration Form

7. **Provide guidance for maintenance and conservation to protect the city's art investments.**
    a. As part of proposal process, the artist must outline the anticipated needs for maintenance of the artwork.

b. As part of the close-out process, the artist must provide a written explanation of short and long-term maintenance needs.

c. Maintenance actions will be based on the individual artwork maintenance plans as provided by the artist, a condition assessment report and availability of financial and staff resources.

d. Establish a deaccession policy to remove artwork as part of collection development.

Next Steps

Initial Review	Aug. 25	Code Review Committee
	Aug. 26	Public Art Advisory Committee
	Aug. 26	City Council
Initial Feedback Deadline	Sept. 16	All
Second Review	Sept. 23	Public Art Advisory Committee
	Sept. 29	Code Review Committee
Final Feedback Deadline	Sept. 30	All
Adoption	Oct. 28	City Council

Methodology

- Review of other Bentonville department's boards/committee codes and policies.
- Review of well establish public art programs and policies.
- Review of national organizations supporting public art.
- Feedback from City Council.
- Feedback from Public Art Advisory Board
- Will be open for public review and comment

Sources

- *Boise, ID Public Art Policy*
- *Minneapolis, MN Public Art Policy*
- *Liberty Lake, TX Public Art Policy*
- *Missouri City, TX Public Art Policy*
- *Mill Valley, CA Public Art Policy*
- *Bentonville Public Library Policies*
- *Bentonville Municipal Code*
- *Arts & Planning Division – American Planning Association*
- *Americans for the Arts*
- *Public Art Network*
- *CODAWORX*