



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

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

Bentonville residents can make public comments in the following ways:

- Public comments can be made in person at the City Council meetings, which are 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 October 28, 2025: [Registration Link](#).

**Council Questions/Discussion Concerning the Business Meeting**

**Call to Order**

**Pledge of Allegiance**

**Moment of Silence**

**Roll Call**

**Approval of Minutes: October 14, 2025**

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

- 1. Committee of the Whole and Consent** **Informational**  
**Agenda Discussion**
- 2. October Residential Landscape Award -** **Informational**  
**102 NE "F" Street**  
Recognition by City Council of the landscaping of residential property at 102 NE "F" St. The property was selected by the Tree & Landscape Advisory Committee and is the October Residential Landscaping of the Month award winner.

3. **Proclamation to Declare October 2025 as National Community Planning Month** **Proclamation**  
A proclamation designating October 2025 as National Community Planning Month in Bentonville, Arkansas.
4. **Proclamation to Declare October 2025 as Code Compliance Month** **Proclamation**  
A proclamation designating October 2025 as Code Compliance Month in Bentonville, Arkansas.
5. **Proclamation to Declare October 21 to 25, 2025, as "Friends of the Bentonville Library Week"** **Proclamation**  
Proclamation celebrating October 21 to October 25, 2025 as National Friends of the Library Week and formally recognizing the Friends of the Bentonville Library group for its contributions and support to Bentonville Public Library and the City of Bentonville.
6. **Resolution for a Budget Adjustment Recognizing Donations & State Aid for Bentonville Public Library** **Resolution**  
Resolution approving a Budget Adjustment recognizing donations from the Northwest Arkansas Genealogical Society and Friends of the Bentonville Library, along with accepting state aid totaling \$59,480.00 for Bentonville Public Library. A budget adjustment is needed.
7. **Resolution to Recognize a Donation to Bentonville Public Library from the Library Foundation** **Resolution**  
Resolution recognizing a donation in the amount of \$82,943.70 to Bentonville Public Library from the Bentonville Library Foundation. A budget adjustment is needed.
8. **Resolution to Extend Agreement with OZ Art, LLC for Temporary Artworks Displayed at Public Library** **Resolution**  
Approval to extend an existing public art agreement with OZ Art, LLC to continue displaying six artworks at Bentonville Public Library until January 4, 2027. No budget adjustment is needed.
9. **Appointment of Daniel Hughes to the Bentonville Airport Advisory Board** **Appointment**  
City Council approval of Mayor Orman's recommendation to appoint Daniel Hughes to the Bentonville Airport Advisory Board. Mr. Hughes will be filling the unexpired term of Rachel Hobert. Term to expire October 24, 2026.
10. **Resolution authorizing Benefit Brokerage and Consulting Services with Gallagher Benefit Services** **Resolution**  
Resolution authorizing the Mayor and City Clerk to enter into an agreement with Gallagher Benefit Services for RFQ-25-68 - Benefit Brokerage and Consulting Services in the amount of \$88,000 per contract term. No budget adjustment needed.
11. **Resolution Amending Agreement with Milestone Construction, LLC for Sidewalks and Other Concrete Work** **Resolution**  
Resolution to amend the IDIQ contract with Milestone Construction, LLC, Sidewalks and Other Concrete Work, allowing projects exceeding the maximum amount if funding has been properly approved and budgeted. No budget adjustment is needed.

12. **Resolution Accepting a Grant from the Walton Family Foundation for a Grant Writer Position** **Resolution**

Resolution accepting a Walton Family Foundation grant for the City's capacity to secure state and federal grant dollars by funding the Grant Writer position and for the Telematics fleet technology to monitor and strengthen emergency responses. A budget adjustment is needed.

13. **Resolution to Enter into an Agreement with Your Total Fitness Shop for Fitness Equipment** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Your Total Fitness Shop, in the amount of \$455,653.55, for the purchase of fitness equipment at the Adult Recreation Center. No budget adjustment is needed.

14. **Resolution to Award Bid IFB-25-70 to Always Advancing, LLC for 2026 Run Bentonville Medals** **Resolution**

Resolution authorizing the Mayor and City Clerk to enter into an agreement with Always Advancing, LLC, per the unit prices attached. No budget adjustment is needed.

## II. **Utility Board**

1. **Resolution and BA Agreeing to Change Order for PSE on the Electric AMI Implementation Oversight** **Resolution**

PSE has aided BEUD in the selection and implementation of the Electric AMI system. As we are getting down to the final sign-offs, there has been some system stability issues that PSE has had to assist in troubleshooting and staying on top of our vendor to ensure performance. This was beyond the scope of the original contract and this is a Not To Exceed additional amount of \$26,000.00. Utility Board approved 5-0. A budget adjustment is needed.

2. **Ordinance Waiving Competitive Bids to Order 750 Underground Wire from Arkansas Electric** **Ordinance\***

Ordinance to waive competitive bidding to purchase 750 UG Wire from Arkansas Electric 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.

3. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement** **Resolution**

Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Calcon, Inc, increasing the amount by \$300,000.00. Utility Board approved 5-0. A budget adjustment is needed.

4. **Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement** **Resolution**

Resolution amending the 2025 budget and authorizing the Mayor and City Clerk to amend the IDIQ contract for Hickman Underground, LLC, increasing the amount by \$200,000.00. Utility Board approved 5-0. A budget adjustment is needed.

5. **Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement with Calcon, Inc.** **Resolution**  
 Resolution authorizing the Mayor and City Clerk to enter into an agreement with Calcon, Inc. to extend the contract for IFB-24-70 for an additional one-year term in order to continue repairs to the water service line. The estimated total payments due under this and all future renewal term(s) shall not exceed the City Council approved fiscal year departmental budget per year. Utility Board approved 5-0. No budget adjustment is needed.
6. **Resolution Amending IFB-24-70-IDIQ Water Service Line Agreement with Mo-Ark Utilities** **Resolution**  
 Resolution authorizing the Mayor and City Clerk to enter into an agreement with Mo-Ark Utilities to extend the contract for IFB-24-70 for an additional one-year term in order to continue repairs to the water service line. The estimated total payments due under this and all future renewal term(s) shall not exceed the City Council approved fiscal year departmental budget per year. Utility Board approved 5-0. No budget adjustment is needed.
7. **Resolution to Award Bid IFB-25-25 Re-Bid Compost Facility Asphalt Pad Repair to APAC-Central, Inc.** **Resolution**  
 Resolution to award bid IFB-25-25 Re-Bid Compost Facility Asphalt Pad Repair to APAC-Central, Inc. in the amount of \$140,903.70 for the repair of damaged areas of the Compost pad as a result of the May 2024 storms. 75% of the cost will be covered by FEMA and the remaining 25% by Utility fund reserves. Utility Board approved 5-0. A budget adjustment is needed.

### III. Planning

1. **Lot Split - Lots 18-21, Block 16 of Deming's 2nd Addition - 300, 302, 308, and 310 Northwest 5th Street (LS24-0033)** **Ordinance\***  
  

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

An Ordinance Accepting A Lot Split Of Lots 15 & 16, Block 16 Of Deming's 2nd Addition Creating New Lots 18-21, Block 16 Of Deming's 2nd Addition To The City Of Bentonville, Arkansas; And For Other Purposes.
2. **Lot Split - Lots 37-42, Block 6 of Deming's Addition - 431, 433, 441, 443, 451, & 453 Northwest Loblolly Lane (LS25-0035)** **Ordinance\***  
  

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

An Ordinance Accepting A Lot Split Of Lots 31-33, Block 6 Of Deming's Addition Creating New Lots 37-42, Block 6 Of Deming's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.
3. **Lot Split - Lots 43-48, Block 6 of Deming's Addition - 430, 432, 440, 442, 450, & 452 Northwest Loblolly Lane (LS25-0036)** **Ordinance\***  
  

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

An Ordinance Accepting A Lot Split Of Lots 34-36, Block 6 Of Deming's Addition Creating New Lots 43-48, Block 6 Of Deming's Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

4. **Property Line Adjustment - Lot 2 of Calvary  
Tabernacle Addition & Lot 3 of Dean Addition - 2610  
East Central Avenue & 2906 Blueberry Lane (PLA25-  
0024)** **Ordinance\***

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

An Ordinance Accepting A Property Line Adjustment Of Lot 1 Of Calvary Tabernacle Addition & Lot 1 Of Dean Addition Creating New Lot 2 Of Calvary Tabernacle Addition & Lot 3 Of Dean Addition To The City Of Bentonville, Arkansas; And For Other Purposes.

5. **Lot Split - Lots 18 & 19 of Curtis Heights - 810  
Northwest 13th Street (LS25-0028)** **Ordinance\***

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

An Ordinance Accepting A Lot Split Of Lot 13 Of Curtis Heights Creating New Lots 18 & 19 Of Curtis Heights To The City Of Bentonville, Arkansas; And For Other Purposes.

6. **Rezoning - JP Springdale, LLC & JP Enterprises,  
LLC - C-2, General Commercial to C-3, Mixed-Use  
Commercial - 2005 East Central Avenue (RZ25-0040)** **Ordinance\***

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

An Ordinance Changing Real Estate In The City Of Bentonville, Arkansas, From Its Present Zoning Classification Of C-2, General Commercial To C-3, Mixed-Use Commercial; And For Other Purposes.

7. **Rezoning - Christ The King Lutheran Church Of  
Bentonville, LLC - R-1, Low Density Single Family  
Residential to DN-2, Downtown Medium Density  
Residential - 406 West Central Avenue (RZ25-0041)** **Ordinance\***

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

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

8. **Rezoning - Darling - R-1 Low Density Single Family  
Residential to DN-4, Downtown Mixed-Use  
Residential - 119 Southeast F Street (RZ25-0042)** **Ordinance\***

**The Planning Commission voted 5-1, 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-4, Downtown Mixed-Use Residential; And For Other Purposes.

#### **IV. Other Business/Announcements/Comments**

**Adjournment**

**Public Comments Concerning Matters of City Related Business**



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---



102  
Northeast F Street



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

# PROCLAMATION

**WHEREAS:** Change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS:** Community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS:** Community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS:** The full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS:** The month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

**WHEREAS:** The American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

**WHEREAS:** The celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Bentonville, Arkansas; and

**WHEREAS:** We recognize the many valuable contributions made by professional community and regional planners of the City of Bentonville, Arkansas and extend our heartfelt thanks for the continued commitment to public service by these professionals.

**NOW, THEREFORE,** I Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of October 2025 as **“Community Planning Month”** in the City of Bentonville, Arkansas in conjunction with the celebration of National Community Planning Month and I further urge all citizens of the community, all civic and fraternal groups, all news media, and other community organizations to join in this recognition of our community and regional planners.

Given this 14th day of October 2025, in Bentonville, in the great State of Arkansas, in the United States of America.



Stephanie Orman, Mayor  
City of Bentonville





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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

# PROCLAMATION

**WHEREAS:** Code Enforcement Officers provide for safety and welfare of the citizens throughout the United States through the enforcement of local codes and ordinances on various issues of building, zoning, housing, animal control, environmental, health, and life safety; and

**WHEREAS:** Code Enforcement Officers have a challenging and demanding role and often do not receive recognition for the job that they provide in improving living and working conditions for residents and businesses of local communities; and

**WHEREAS:** the roles of many Code Enforcement Officers have expanded in recent years with the increased number of foreclosed and abandoned properties in communities impacted economically; and

**WHEREAS:** Code Enforcement Officers are dedicated and highly qualified professionals who share the goals of preventing neighborhood deterioration, enhancing and ensuring safety, and preserving property values through knowledge and application of housing, zoning, and nuisance codes and ordinances; and

**WHEREAS:** Code Enforcement Officers often have a highly visible role in the communities they serve and regularly interact with a variety of state officials, county officials, first responders, legislative boards, commissions, agencies, and other bodies; and

**WHEREAS:** Code Enforcement Officers are called upon to provide quality customer service and excellence to the residents and businesses of the communities in which they serve; and

**WHEREAS:** the City of Bentonville wants to recognize and honor Code Enforcement Officers and Professionals and bring awareness to the importance of Code Enforcement to the community of Bentonville.

**NOW, THEREFORE,** I, Stephanie Orman, Mayor of the City of Bentonville do hereby proclaim the month of October 2025 as "**Code Compliance Month**" in Bentonville. I urge all citizens of the community, all civic and fraternal groups, all news media, and other community organizations to join in recognizing and expressing their appreciation for the dedication and service by the individuals who serve as our Code Enforcement Officers.

Given this 14<sup>th</sup> day of October 2025, in Bentonville, in the great state of Arkansas, in the United States of America.



Stephanie Orman, Mayor  
City of Bentonville





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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES      NO      ITEM HAS NO COST      OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

## PROCLAMATION

**WHEREAS:** National Friends of the Library Week is celebrated across the United States on October 19, 2025 to October 25, 2025; and

**WHEREAS:** Friends of the Bentonville Library volunteers manage the Read It Again Bookstore, providing inexpensive and free books and other items to Bentonville residents and visitors, creating accessible opportunities to develop personal libraries; and

**WHEREAS:** The Friends of the Bentonville Library give profits from bookstore sales, membership fees, and donations directly to the Bentonville Public Library and the community through funding for programs and special projects, scholarships for high school graduates, and gift certificates awarded for patrons participating in reading challenges and other Library programs; and

**WHEREAS:** In 2024 alone, over 300 members of the Friends of the Bentonville Library provided more than 1,990 hours of volunteer service and sold more than 44,000 items, raising funds to donate more than \$29,000 to the Library and grant \$5,000 in student scholarships; and

**WHEREAS:** The Friends of the Bentonville Library provides unfettered, enthusiastic, and generous financial support, directly impacting the Library's ability to fulfill their mission to engage the community, encourage discovery, and promote literacy by offering lifelong learning opportunities; and

**WHEREAS:** The Friends of the Bentonville Library represent the best in community engagement and the Friends' gift of their time and commitment to the Library sets an example for all in how volunteerism leads to positive civic engagement and the betterment of our community.

**NOW, THEREFORE,** be it resolved that I, *Stephanie Orman, Mayor of Bentonville*, hereby proclaim October 19-25, 2025 as Friends of the Bentonville Library Week and urge residents to thank Friends members who support and enhance our public library and encourage residents to consider joining the group's efforts by donating gently used books, patronizing the used bookstore, becoming a member, or enlisting as a volunteer.

Given this 28<sup>th</sup> day of October, 2025, in Bentonville, in the great State of Arkansas, in the United States of America.



[Redacted Signature]  
Stephanie Orman, Mayor  
City of Bentonville



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

FY2026 State Aid

Headquarters Lib.	Tax Unit	2024 Est Population	Per Capita @ 1.35874453	Multi-co. region	Base Amount	Total FY2026	First Qtr. Payment	Second Qtr. Payment	Third Qtr. Payment	Fourth Qtr. Payment
Arkansas Co. Lib.	Arkansas Co.	16,050	21,808		18,000	39,808	9,952	9,952	9,952	9,952
Ashley Co. Lib.	Ashley Co. less Crossett	13,478	18,313							
Ashley Co. Lib.	Crossett (city) (Ashley Co.)	4,506	6,123							
<b>Ashley Co. Lib. Total</b>		<b>17,984</b>	<b>24,436</b>		<b>18,000</b>	<b>42,436</b>	<b>10,609</b>	<b>10,609</b>	<b>10,609</b>	<b>10,609</b>
Baxter Co. Lib.	Baxter Co.	43,007	58,436		18,000	76,436	19,109	19,109	19,109	19,109
Boone Co. Lib.	Boone Co.	38,636	52,496		18,000	70,496	17,624	17,624	17,624	17,624
Calhoun County Library	Calhoun Co.	4,690	6,373		15,000	21,373	5,343	5,343	5,343	5,344
Clark Co. Lib.	Clark Co.	20,920	28,425		18,000	46,425	11,606	11,606	11,606	11,607
Columbia Co. Lib.	Columbia Co.	22,024	29,925		18,000	47,925	11,981	11,981	11,981	11,982
Conway Co. Lib.	Conway Co.	21,422	29,107		18,000	47,107	11,777	11,777	11,777	11,776
Crawford Co. Lib. System	Crawford Co.	62,258	84,593		18,000	102,593	25,648	25,648	25,648	25,649
Garland Co. Lib.	Garland Co.	99,902	135,741		18,000	153,741	38,435	38,435	38,435	38,436
Hempstead Co. Lib.	Hempstead Co.	19,105	25,959		18,000	43,959	10,990	10,990	10,990	10,989
Independence Co. Lib	Independence Co.	38,345	52,101		18,000	70,101	17,525	17,525	17,525	17,526
Jackson Co. Lib.	Jackson Co.	16,673	22,654		18,000	40,654	10,164	10,164	10,164	10,162
Jefferson Co. Lib.	Jefferson Co. Total less Pine Bluff	24,887	33,815							
Jefferson Co. Lib.	Pine Bluff (city) (Jefferson Co.)	38,785	52,699							
<b>Jefferson Co. Lib. Total</b>		<b>63,672</b>	<b>86,514</b>		<b>18,000</b>	<b>104,514</b>	<b>26,128</b>	<b>26,128</b>	<b>26,128</b>	<b>26,130</b>
Lafayette Co. Lib.	Lafayette Co.	6,015	8,173		15,000	23,173	5,793	5,793	5,793	5,794
Lawrence Co. Lib.	Lawrence Co.	16,305	22,154		18,000	40,154	10,039	10,039	10,039	10,037
Lonoke Co. Lib.	Lonoke Co.	76,389	103,793		18,000	121,793	30,448	30,448	30,448	30,449
Marion Co. Lib.	Marion Co.	17,593	23,904		18,000	41,904	10,476	10,476	10,476	10,476
Newton Co. Lib.	Newton Co.	7,026	9,547		15,000	24,547	6,137	6,137	6,137	6,136
Ouachita County	Camden (city) (Ouachita Co.)	10,116	13,745							
Ouachita County	Ouachita Co. Total less Camden	11,568	15,718							
<b>PL of Camden and Ouachita Co.</b>		<b>21,684</b>	<b>29,463</b>		<b>18,000</b>	<b>47,463</b>	<b>11,866</b>	<b>11,866</b>	<b>11,866</b>	<b>11,865</b>
Pope Co. Lib.	Pope Co.	64,829	88,086		18,000	106,086	26,522	26,522	26,522	26,520
Prairie County Library	Prairie County	7,935	10,782		15,000	25,782	6,445	6,445	6,445	6,447
Searcy County Library	Searcy County	7,836	10,647		15,000	25,647	6,412	6,412	6,412	6,411
Union Co. Lib.	El Dorado (city)	16,657	22,633							
Union Co. Lib.	Union Co. Total less El Dorado	20,351	27,652							
<b>Union Co. Lib. Total</b>		<b>37,008</b>	<b>50,284</b>		<b>18,000</b>	<b>68,284</b>	<b>17,071</b>	<b>17,071</b>	<b>17,071</b>	<b>17,071</b>
Washington Co. Lib.	Washington Co. (less Fayetteville)	163,050	221,543		18,000	239,543	59,886	59,886	59,886	59,885
White Co. Reg. Lib. System	White Co.	79,091	107,464		18,000	125,464	31,366	31,366	31,366	31,366
<b>Total Single County Libraries</b>		<b>989,449</b>	<b>1,344,408</b>	<b>-</b>	<b>453,000</b>	<b>1,797,408</b>	<b>449,352</b>	<b>449,352</b>	<b>449,352</b>	<b>449,352</b>
Arkansas River Valley Reg. Lib.	Franklin Co.	17,586	23,895	12,000						
Arkansas River Valley Reg. Lib.	Johnson Co.	26,172	35,561	12,000						
Arkansas River Valley Reg. Lib.	Logan Co.	21,457	29,155	12,000						
Arkansas River Valley Reg. Lib.	Yell Co.	20,134	27,357	12,000						
<b>Arkansas River Valley Reg. Lib. Total</b>		<b>85,349</b>	<b>115,967</b>	<b>48,000</b>	<b>18,000</b>	<b>181,967</b>	<b>45,492</b>	<b>45,492</b>	<b>45,492</b>	<b>45,491</b>
Carroll & Madison Co. Lib. System	Carroll Co.	28,968	39,360	12,000						

FY2026 State Aid

Headquarters Lib.	Tax Unit	2024 Est Population	Per Capita @ 1.35874453	Multi-co. region	Base Amount	Total FY2026	First Qtr. Payment	Second Qtr. Payment	Third Qtr. Payment	Fourth Qtr. Payment
Carroll & Madison Co. Lib. System	Madison Co.	17,865	24,274	12,000						
<b>Carroll &amp; Madison Co. Lib. System Total</b>		<b>46,833</b>	<b>63,634</b>	<b>24,000</b>	<b>18,000</b>	<b>105,634</b>	<b>26,409</b>	<b>26,409</b>	<b>26,409</b>	<b>26,407</b>
Central Arkansas Lib. System	Little Rock (city) (Pulaski Co.)	204,774	278,236							
Central Arkansas Lib. System	Perry Co.	10,251	13,928	12,000						
Central Arkansas Lib. System	Pulaski Co. Total less LR & NLR	131,937	179,269	12,000						
<b>Central Arkansas Lib. System Total</b>		<b>346,962</b>	<b>471,433</b>	<b>24,000</b>	<b>18,000</b>	<b>513,433</b>	<b>128,358</b>	<b>128,358</b>	<b>128,358</b>	<b>128,359</b>
Crowley Ridge Reg. Lib.	Craighead Co. Total less Jonesboro	33,468	45,474	12,000						
Crowley Ridge Reg. Lib.	Jonesboro (city) (Craighead Co.)	82,384	111,939							
Crowley Ridge Reg. Lib.	Poinsett Co. Total less Trumann	14,875	20,211	12,000						
<b>Crowley Ridge Reg. Lib. Total</b>		<b>130,727</b>	<b>177,625</b>	<b>24,000</b>	<b>18,000</b>	<b>219,625</b>	<b>54,906</b>	<b>54,906</b>	<b>54,906</b>	<b>54,907</b>
East Central Arkansas Reg. Lib.	Cross Co.	16,194	22,004	12,000						
East Central Arkansas Reg. Lib.	Woodruff Co.	5,808	7,892	12,000						
<b>East Central Arkansas Reg. Lib. Total</b>		<b>22,002</b>	<b>29,895</b>	<b>24,000</b>	<b>18,000</b>	<b>71,895</b>	<b>17,974</b>	<b>17,974</b>	<b>17,974</b>	<b>17,973</b>
Faulkner-Van Buren Reg. Lib.	Faulkner Co.	131,611	178,826	12,000						
Faulkner-Van Buren Reg. Lib.	Van Buren Co.	16,152	21,946	12,000						
<b>Faulkner-Van Buren Reg. Lib. Total</b>		<b>147,763</b>	<b>200,772</b>	<b>24,000</b>	<b>18,000</b>	<b>242,772</b>	<b>60,693</b>	<b>60,693</b>	<b>60,693</b>	<b>60,693</b>
Mid-Ark Regional Library Sys.	Cleveland Co.	7,367	10,010	12,000						
Mid-Ark Regional Library Sys.	Dallas Co.	6,076	8,256	12,000						
Mid-Ark Regional Library Sys.	Grant Co.	18,546	25,199	12,000						
Mid-Ark Regional Library Sys.	Hot Spring Co.	33,313	45,264	12,000						
Mid-Ark Regional Library Sys.	Saline Co.	131,252	178,338	12,000						
<b>Mid-Ark Regional Library Sys.</b>		<b>196,554</b>	<b>267,067</b>	<b>60,000</b>	<b>18,000</b>	<b>345,067</b>	<b>86,267</b>	<b>86,267</b>	<b>86,267</b>	<b>86,266</b>
Mississippi/Crittenden Co. Lib.	Blytheville (city) (Mississippi Co.)	12,359	16,793							
Mississippi/Crittenden Co. Lib.	Crittenden Co. Total less West Memphis	23,095	31,380	12,000						
Mississippi/Crittenden Co. Lib.	Mississippi Co. Total less Blytheville	25,736	34,969	12,000						
<b>Mississippi/Crittenden Co. Lib. Total</b>		<b>61,190</b>	<b>83,142</b>	<b>24,000</b>	<b>18,000</b>	<b>125,142</b>	<b>31,285</b>	<b>31,285</b>	<b>31,285</b>	<b>31,287</b>
Northeast Arkansas Reg. Lib.	Clay Co.	14,112	19,175	12,000						
Northeast Arkansas Reg. Lib.	Greene Co.	46,928	63,763	12,000						
Northeast Arkansas Reg. Lib.	Randolph Co.	19,040	25,870	12,000						
<b>Northeast Arkansas Reg. Lib. Total</b>		<b>80,080</b>	<b>108,808</b>	<b>36,000</b>	<b>18,000</b>	<b>162,808</b>	<b>40,702</b>	<b>40,702</b>	<b>40,702</b>	<b>40,702</b>
Ouachita Mountains Reg Lib	Montgomery Co.	8,510	11,563	12,000						
Ouachita Mountains Reg Lib	Polk Co.	19,434	26,406	12,000						
<b>Ouachita Mountains Reg Lib Total</b>		<b>27,944</b>	<b>37,969</b>	<b>24,000</b>	<b>18,000</b>	<b>79,969</b>	<b>19,992</b>	<b>19,992</b>	<b>19,992</b>	<b>19,993</b>
Phillips-Lee-Monroe Reg. Lib.	Lee Co.	8,104	11,011	12,000						
Phillips-Lee-Monroe Reg. Lib.	Monroe Co.	6,415	8,716	12,000						
Phillips-Lee-Monroe Reg. Lib.	Phillips Co.	14,661	19,921	12,000						
<b>Phillips-Lee-Monroe Reg. Lib. Total</b>		<b>29,180</b>	<b>39,648</b>	<b>36,000</b>	<b>18,000</b>	<b>93,648</b>	<b>23,412</b>	<b>23,412</b>	<b>23,412</b>	<b>23,412</b>
Scott-Sebastian Reg. Lib.	Scott Co.	9,837	13,366	12,000						
Scott-Sebastian Reg. Lib.	Sebastian Co. Total less Fort Smith	39,528	53,708	12,000						
<b>Scott-Sebastian Reg. Lib. Total</b>		<b>49,365</b>	<b>67,074</b>	<b>24,000</b>	<b>18,000</b>	<b>109,074</b>	<b>27,269</b>	<b>27,269</b>	<b>27,269</b>	<b>27,267</b>
Southeast Arkansas Reg. Lib.	Bradley Co.	9,935	13,499	12,000						
Southeast Arkansas Reg. Lib.	Chicot Co.	9,272	12,598	12,000						

August 2025

State Aid Distribution FY26

FY2026 State Aid

Headquarters Lib.	Tax Unit	2024 Est Population	Per Capita @ 1.35874453	Multi-co. region	Base Amount	Total FY2026	First Qtr. Payment	Second Qtr. Payment	Third Qtr. Payment	Fourth Qtr. Payment
Southeast Arkansas Reg. Lib.	Desha Co.	10,321	14,024	12,000						
Southeast Arkansas Reg. Lib.	Drew Co.	16,935	23,010	12,000						
Southeast Arkansas Reg. Lib.	Lincoln Co.	12,868	17,484	12,000						
<b>Southeast Arkansas Reg. Lib. Total</b>		<b>59,331</b>	<b>80,616</b>	<b>60,000</b>	<b>18,000</b>	<b>158,616</b>	<b>39,654</b>	<b>39,654</b>	<b>39,654</b>	<b>39,654</b>
Southwest Arkansas Reg. Lib.	Nevada Co.	8,004	10,875	12,000						
Southwest Arkansas Reg. Lib.	Pike Co.	10,027	13,624	12,000						
<b>Southwest Arkansas Reg. Lib. Total</b>		<b>18,031</b>	<b>24,500</b>	<b>24,000</b>	<b>18,000</b>	<b>66,500</b>	<b>16,625</b>	<b>16,625</b>	<b>16,625</b>	<b>16,625</b>
Tri-County Reg. Lib.	Howard Co.	12,387	16,831	12,000						
Tri-County Reg. Lib.	Little River Co.	11,626	15,797	12,000						
Tri-County Reg. Lib.	Sevier Co.	15,735	21,380	12,000						
<b>Tri-County Reg. Lib.</b>		<b>39,748</b>	<b>54,007</b>	<b>36,000</b>	<b>18,000</b>	<b>108,007</b>	<b>27,002</b>	<b>27,002</b>	<b>27,002</b>	<b>27,001</b>
White River Reg. Lib.	Cleburne Co.	25,646	34,846	12,000						
White River Reg. Lib.	Fulton Co.	12,546	17,047	12,000						
White River Reg. Lib.	Izard Co.	14,291	19,418	12,000						
White River Reg. Lib.	Sharp Co.	18,130	24,634	12,000						
White River Reg. Lib.	Stone Co.	12,785	17,372	12,000						
<b>White River Reg. Lib. Total</b>		<b>83,398</b>	<b>113,317</b>	<b>60,000</b>	<b>18,000</b>	<b>191,317</b>	<b>47,829</b>	<b>47,829</b>	<b>47,829</b>	<b>47,830</b>
<b>Total Regional Libraries</b>		<b>1,424,457</b>	<b>1,935,473</b>	<b>552,000</b>	<b>288,000</b>	<b>2,775,473</b>	<b>693,868</b>	<b>693,868</b>	<b>693,868</b>	<b>693,867</b>
Ash Flat Public Library	Ash Flat	1,172	1,592		5,000	6,592	1,648	1,648	1,648	1,648
Bella Vista Public Library	Bella Vista	33,274	45,211		12,000	57,211	14,303	14,303	14,303	14,302
Bentonville Public Library	Bentonville	61,791	83,958		12,000	95,958	23,990	23,990	23,990	23,988
Fayetteville Public Library	Fayetteville	103,134	140,133		12,000	152,133	38,033	38,033	38,033	38,034
Forrest City Public Lib.	Forrest City	12,340	16,767		18,000	34,767	8,692	8,692	8,692	8,691
Fort Smith Public Lib.	Fort Smith	90,507	122,976		12,000	134,976	33,744	33,744	33,744	33,744
Gentry Public Library	Gentry	4,672	6,348		5,000	11,348	2,837	2,837	2,837	2,837
Gravette Public Library	Gravette	3,826	5,199		5,000	10,199	2,550	2,550	2,550	2,549
Iva Jane Peek Public Library	Decatur	1,723	2,341		5,000	7,341	1,835	1,835	1,835	1,836
North Little Rock Public Lib.	North Little Rock	64,498	87,636		12,000	99,636	24,909	24,909	24,909	24,909
Pea Ridge Community Library	Pea Ridge	10,190	13,846		12,000	25,846	6,461	6,461	6,461	6,463
Rogers Public Lib.	Rogers	75,639	102,774		12,000	114,774	28,694	28,694	28,694	28,692
Siloam Springs Public Library	Siloam Springs	20,075	27,277		12,000	39,277	9,819	9,819	9,819	9,820
Sulphur Springs Public Library	Sulphur Springs	475	645		5,000	5,645	1,411	1,411	1,411	1,412
Trumann Public Library	Trumann	7,425	10,089		12,000	22,089	5,522	5,522	5,522	5,523
Texarkana Public Lib.	Texarkana	28,897	39,264		18,000	57,264	14,316	14,316	14,316	14,316
West Memphis Public Lib.	West Memphis	23,538	31,982		12,000	43,982	10,996	10,996	10,996	10,994
<b>Total City Libraries</b>		<b>543,176</b>	<b>738,037</b>	<b>-</b>	<b>181,000</b>	<b>919,037</b>	<b>229,759</b>	<b>229,759</b>	<b>229,759</b>	<b>229,758</b>
<b>Grand Total</b>		<b>2,957,082</b>	<b>4,017,919</b>	<b>552,000</b>	<b>922,000</b>	<b>5,491,919</b>	<b>1,372,980</b>	<b>1,372,980</b>	<b>1,372,980</b>	<b>1,372,977</b>
	Total Released for FY2024 State Aid Reserved for Scholarships Multi-County Regionals	(150,000) (552,000)	5,641,919	Fifth Payment (optional) is the distribution of the remainder of the reserves held for scholarships, multi-county regionals and Base awards. (Director discretion).						

August 2025

State Aid Distribution FY26

FY2026 State Aid

Headquarters Lib.	Tax Unit	2024 Est Population	Per Capita @ 1.35874453	Multi-co. region	Base Amount	Total FY2026	First Qtr. Payment	Second Qtr. Payment	Third Qtr. Payment	Fourth Qtr. Payment
	Base Amount (922,000) Total Designated (1,624,000) Balance for Per Capita Distribution		4,017,919							
Source:	4,017,919/2,957,082=		1.35874453							
<a href="https://arstatedatacenter.youraedi.com/scripts/subcountyestimates.php">https://arstatedatacenter.youraedi.com/scripts/subcountyestimates.php</a> AR Data Center - 2024 estimates										
Multi-County Regionals are based on July 1st status. Only positive changes to the payout amounts are permitted during the year due to recipient budget expectations.										
							ACTUAL:	As of: <b>9/4/2025</b> State Aid: Scholarships: Amt Paid Out - Adjustments - Balance 5,641,919		

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT DONATIONS AND STATE AID, IN THE TOTAL AMOUNT OF FIFTY-NINE THOUSAND FOUR HUNDRED EIGHTY DOLLARS (\$59,480.00), FOR THE BENTONVILLE PUBLIC LIBRARY; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Northwest Arkansas Genealogical Society is donating one thousand five hundred dollars (\$1,500.00) to the Bentonville Public Library, which will be used to offset shelving costs;

**WHEREAS**, the Friends of the Bentonville Library is donating ten thousand dollars (\$10,000.00) to the Bentonville Public Library, which will be used to fund capital furnishings;

**WHEREAS**, the Bentonville Public Library has qualified for State Aid, in the amount of forty-seven thousand nine hundred eighty dollars (\$47,980.00), which will be used to upgrade and replace furnishings for public use; and

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

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

Section 1: The Mayor is hereby authorized to accept donations and state aid, in the total amount of fifty-nine thousand four hundred eighty dollars (\$59,480.00), for the Bentonville Public Library;

Section 2: The 2025 Budget is hereby adjusted to recognize forty-seven thousand nine hundred eighty dollars (\$47,980.00) of state aid into Account #105050-33412 – State Grant/Other;

Section 3: The 2025 Budget is further adjusted to recognize eleven thousand five hundred dollars (\$11,500.00) of donations into Account #105050-37010 – Miscellaneous Donation;

Section 4: The 2025 Budget is further adjusted to appropriate both of the above, a total amount of fifty-nine thousand four hundred eighty dollars (\$59,480.00), into Account #105050-47430 – Furniture & Fixtures;

Section 5 - 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 6 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

**ATTEST:**

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

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

## MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (the “**Agreement**”) entered into between The City of Bentonville, Arkansas, a municipal corporation (hereafter referred to as “**City**”), and The Bentonville Library Foundation, an Arkansas nonprofit corporation (hereafter referred to as “**Foundation**”). The City and Foundation shall be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### BACKGROUND INFORMATION

- A. The City and Foundation agreed jointly to participate in a fundraising campaign which was approved by City Council on August 25, 2020 (Resolution 8-25-20 D).
- B. The Foundation executed gift agreements with private donors for its building fund which set forth pledge amounts, payment schedules and naming designations to benefit Bentonville Public Library’s expansion and renovation project.
- C. The Parties desire to enter into this MOU which establishes a Payment Schedule whereby the Foundation will pay forward donor-pledged funds to the City. The funds reimburse a portion of construction costs not underwritten by the City’s bond extension.
- D. The **Payment Schedule** shall align with the Foundation’s donor pledge schedule from the date of this Agreement until all outstanding pledges are fulfilled and is attached hereto as **Exhibit “A.”**

For and in consideration of the following obligations and responsibilities (some of which may have already been performed), the Parties agree as follows:

1. **Purpose of this Agreement.** This Agreement sets out the obligations of the Parties with respect to financial stewardship by executing a Payment Schedule.
  - A. The City agrees to execute a budget adjustment to be approved by City Council in the 2025 fiscal year recognizing Foundation donations currently deposited in its building fund. In subsequent years, the City will add a line item for Foundation revenues in Bentonville Public Library’s annual budget for the designated pledge amount until all pledge payments are fulfilled.
  - B. The Foundation acknowledges that the City has formally requested payment for all outstanding pledges related to the building fund as attached in “**Exhibit B.**”
  - C. The Foundation agrees to remit payment to the City pursuant to the Payment Schedule as attached in Exhibit A.
  - D. The Parties jointly agree to honor the Foundation’s gift agreements with its donors and protect their privacy as it relates to pledge amounts and payment schedules.

2. **Consultation with Counsel.** The Parties are each entering into this MOU knowingly and voluntarily and each acknowledges that they have the right to consult with their own attorneys in connection with the negotiation of the same.
3. **Termination of Agreement.** This Agreement shall survive in perpetuity.
4. **No Waiver.** No delay or failure by either Party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
5. **Binding Effect.** Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, transferees, and assigns.
6. **Construction.** Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party.
7. **Time.** Time is of the essence with respect to this Agreement.
8. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
9. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.
10. **Further Action.** Each Party, upon the request of any other Party, agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.
11. **Governing Law.** The laws of the State of Arkansas, with venue proper in Benton County Circuit Court, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties.
12. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding among the Parties hereof and supersedes any prior understandings or written or oral agreements among them respecting the subject matter hereof.
13. **Benefit of Agreement.** This Agreement is made for the benefit of the Parties and shall not inure to the benefit of any creditor of the Parties other than a Party, notwithstanding any pledge or assignment by a Party of this Agreement of any rights hereunder.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

The effective date of this Agreement is the date of the signature last affixed to this page.

**City of Bentonville, Arkansas**

**Stephanie Orman, Mayor**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**Patrick Johndrow, Finance Director**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**Bentonville Library Foundation**

**Steve Galen, President**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**Bentonville Library Foundation**

**Patrick Heavrin, Treasurer**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Date]

**EXHIBIT "A"**

**Payment Schedule**

**Date:** November 1, 2025  
**Amount:** \$82,943.70

**Date:** November 1, 2026  
**Amount:** \$60,000

**Date:** November 1, 2027  
**Amount:** \$60,000

**Date:** November 1, 2028  
**Amount:** \$10,000

**Date:** November 1, 2029  
**Amount:** \$10,000

**EXHIBIT "B"**

**City of Bentonville's Request for Payment**

**BENTONVILLE LIBRARY FOUNDATION**

**REQUEST FOR FUNDING**

**Date:** 8/11/2025

**Program/Project Description:** Campaign payments to City for donor designated gifts for the Library's expansion  
This request and attached invoice covers full outstanding amount of \$222,943.70, payable 2025 - 2029  
Attached invoice: \$610,014.52 from Flintco was one of the final construction invoices funded by the City.  
The Foundation's payments will partially repay the funding gap and offset a portion of final construction costs.

**Amount Requested:** \$222,943.70

**By Date:** refer to attached payment schedule

**Foundation Fund Line (if known):**

- Restricted Funding \_\_\_\_\_
- Unrestricted (funding line \_\_\_\_\_)

**Anticipated Vendor:** X \_\_\_\_\_

- Reimburse Library (check made payable to City of Bentonville)
- Invoice Foundation  
Payable to \_\_\_\_\_

**Attached relevant documents:**

- Receipt or Paid Invoice (required)
- Quote(s)
- Agreement(s)
- IRS 1099 Form

Person submitting form: \_\_\_Hadi Dudley\_\_\_\_\_

**APPLICATION AND CERTIFICATE FOR PAYMENT**

**TO OWNER/CLIENT:**  
City of Bentonville  
305 SE A Street Bentonville, Arkansas 72712 United States

**PROJECT:**  
Bentonville Public Library Expansion  
405 S Main Street  
Bentonville, Arkansas 72712

**APPLICATION NO:** 22  
**INVOICE NO:** 22  
**PERIOD:** 01/01/25 - 01/31/25  
**PROJECT NOs:** 21122

**DISTRIBUTION TO:**

**FROM CONTRACTOR:**  
Flintco, LLC - Springdale  
184 E. Fantinel Blvd. Springdale, Arkansas 72762 United States

**VIA ARCHITECT/ENGINEER:**  
Kritilyn Vercruyse (Meyers Scherer & Rockcastle, Ltd.)  
510 Marquette Avenue South Suite 200 Minneapolis,  
Minnesota 55402 United States

**CONTRACT DATE:**

**CONTRACT FOR:** Bentonville Public Library Expansion

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. Original Contract Sum	\$12,960,921.00
2. Net change by change orders	\$0.00
3. Contract sum to date (line 1 ± 2)	\$12,960,921.00
4. Total completed and stored to date (Column G on detail sheet)	\$12,853,815.54
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$12,853,815.54
7. Less previous certificates for payment (Line 6 from prior certificate)	\$12,243,801.02
8. Current payment due	\$610,014.52
9. Balance to finish, including retainage (Line 3 less Line 6)	\$107,105.46

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$1,345,230.86	(\$1,345,230.86)
Total approved this Month:	\$70,842.33	(\$70,842.33)
Totals:	\$1,416,073.19	(\$1,416,073.19)
Net changes by change order:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Flintco, LLC - Springdale  
By: John Harlow John Harlow Date: 1/27/2025 | 4:57 PM CST  
State of: \_\_\_\_\_  
County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$610,014.52  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/ENGINEER:  
By: Shayan Dehbozorgi Shayan Dehbozorgi Date: 2/10/2025 | 10:30 AM CST  
This certificate is not negotiable. The amount certified is payable only to the contract named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

A	B	C			D		F	G		H	I
		Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed			Materials Presently Stored	Total Completed and Stored to Date (D + E + F)		
Item No.	Description of Work				From Previous (D+E)	This Period					
BPL: 001.000000	Project Requirements	\$237,693.00	\$7,800.00	\$245,493.00	\$237,693.00	\$7,800.00	\$0.00	\$245,493.00	100.00%	\$0.00	\$0.00
BPL: 002.017423	Final Clean	\$57,775.00	(\$2,529.31)	\$55,245.69	\$46,229.23	\$9,016.46	\$0.00	\$55,245.69	100.00%	\$0.00	\$0.00
BPL: 002.020341	Demolition	\$66,700.00	\$4,800.00	\$71,500.00	\$71,500.00	\$0.00	\$0.00	\$71,500.00	100.00%	\$0.00	\$0.00
BPL: 002.030000	Building & Exterior Concrete	\$698,086.00	\$107,742.50	\$805,822.50	\$805,822.50	\$0.00	\$0.00	\$805,822.50	100.00%	\$0.00	\$0.00
BPL: 002.033500	Polished Concrete	\$100,000.00	(\$100,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00
BPL: 002.040000	Masonry	\$338,750.00	\$79,250.00	\$418,000.00	\$418,000.00	\$0.00	\$0.00	\$418,000.00	100.00%	\$0.00	\$0.00
BPL: 002.050000	Structural Steel (Supply)	\$473,000.00	\$20,500.00	\$493,500.00	\$136,436.00	\$357,064.00	\$0.00	\$493,500.00	100.00%	\$0.00	\$0.00
BPL: 002.051200	Structural Steel (Erection)	\$100,075.00	\$2,230.00	\$102,305.00	\$102,305.00	\$0.00	\$0.00	\$102,305.00	100.00%	\$0.00	\$0.00
BPL: 002.060000	Millwork	\$330,607.00	\$33,622.00	\$364,229.00	\$273,335.00	\$90,894.00	\$0.00	\$364,229.00	100.00%	\$0.00	\$0.00
BPL: 002.060100	Countertops	\$0.00	\$13,319.50	\$13,319.50	\$13,319.50	\$0.00	\$0.00	\$13,319.50	100.00%	\$0.00	\$0.00
BPL: 002.070000	Waterproofing / Sealants	\$73,186.00	\$0.00	\$73,186.00	\$73,186.00	\$0.00	\$0.00	\$73,186.00	100.00%	\$0.00	\$0.00
BPL: 002.075000	Roofing	\$412,974.00	\$31,755.11	\$444,729.11	\$444,729.11	\$0.00	\$0.00	\$444,729.11	100.00%	\$0.00	\$0.00
BPL: 002.080000	Doors, Frames, Hardware, & Specialties (Supply)	\$187,196.00	\$26,984.55	\$214,180.55	\$197,090.55	\$17,090.00	\$0.00	\$214,180.55	100.00%	\$0.00	\$0.00
BPL: 002.081000	Doors, Frames, Hardware, & Specialties (Install)	\$48,592.00	\$6,370.00	\$54,962.00	\$48,410.00	\$6,552.00	\$0.00	\$54,962.00	100.00%	\$0.00	\$0.00
BPL: 002.083300	Overhead Doors	\$188,000.00	\$0.00	\$188,000.00	\$188,000.00	\$0.00	\$0.00	\$188,000.00	100.00%	\$0.00	\$0.00
BPL: 002.084000	Glass & Glazing	\$420,550.00	\$7,306.23	\$427,856.23	\$271,856.23	\$156,000.00	\$0.00	\$427,856.23	100.00%	\$0.00	\$0.00
BPL: 002.092000	Metal Framing, Sheathing, Drywall, Etc.	\$858,815.00	\$11,890.00	\$870,705.00	\$834,637.00	\$36,068.00	\$0.00	\$870,705.00	100.00%	\$0.00	\$0.00
BPL: 002.095543	Liquid Linoleum	\$0.00	\$140,480.00	\$140,480.00	\$140,480.00	\$0.00	\$0.00	\$140,480.00	100.00%	\$0.00	\$0.00
BPL: 002.096800	Carpet, Resilient Flooring, & Tile	\$205,053.00	\$5,384.00	\$210,437.00	\$84,918.00	\$125,519.00	\$0.00	\$210,437.00	100.00%	\$0.00	\$0.00
BPL: 002.099000	Paints & Coatings	\$167,875.00	\$25,750.00	\$193,625.00	\$192,500.00	\$1,125.00	\$0.00	\$193,625.00	100.00%	\$0.00	\$0.00
BPL: 002.122000	Window Treatment	\$52,128.00	\$0.00	\$52,128.00	\$52,128.00	\$0.00	\$0.00	\$52,128.00	100.00%	\$0.00	\$0.00
BPL: 002.210000	Fire Suppression	\$160,114.00	\$2,056.89	\$162,170.89	\$162,170.89	\$0.00	\$0.00	\$162,170.89	100.00%	\$0.00	\$0.00
BPL: 002.220000	Plumbing & HVAC	\$1,908,828.00	\$134,911.11	\$2,043,739.11	\$1,380,259.31	\$663,479.80	\$0.00	\$2,043,739.11	100.00%	\$0.00	\$0.00
BPL: 002.260000	Electrical	\$1,156,760.00	\$75,196.62	\$1,231,956.62	\$708,886.28	\$523,070.34	\$0.00	\$1,231,956.62	100.00%	\$0.00	\$0.00
BPL: 002.270000	Low Voltage	\$211,696.00	\$0.00	\$211,696.00	\$120,141.23	\$38,630.77	\$0.00	\$158,772.00	75.00%	\$52,924.00	\$0.00

A Item No.	B Description of Work	C			D		E	F	G		H	I
		Scheduled Value	Approved Changes	Revised Scheduled Value	Work Completed		Materials Presently Stored	Total Completed and Date (D + E + F)	% (G/C)	Balance to Finish (C-G)	Retainage	
				From Previous (D+E)	This Period							
BPL: 002.274000	Audio / Video	\$140,899.00	\$18,550.00	\$159,449.00	\$45,508.41	\$113,940.59	\$0.00	\$159,449.00	100.00%	\$0.00	\$0.00	
BPL: 002.280000	Security & Surveillance System	\$0.00	\$38,992.25	\$38,992.25	\$38,992.25	\$0.00	\$0.00	\$38,992.25	100.00%	\$0.00	\$0.00	
BPL: 002.310000	Earthwork, Demolition, & Site Utilities	\$1,052,598.00	(\$4,506.23)	\$1,048,091.77	\$1,048,091.77	\$0.00	\$0.00	\$1,048,091.77	100.00%	\$0.00	\$0.00	
BPL: 002.321000	Asphalt Paving & Base	\$26,400.00	\$0.00	\$26,400.00	\$26,400.00	\$0.00	\$0.00	\$26,400.00	100.00%	\$0.00	\$0.00	
BPL: 002.321723	Pavement Markings & Wheel Stops	\$1,450.00	\$0.00	\$1,450.00	\$1,450.00	\$0.00	\$0.00	\$1,450.00	100.00%	\$0.00	\$0.00	
BPL: 002.329000	Landscaping	\$192,947.00	\$8,007.00	\$200,954.00	\$175,516.00	\$5,342.60	\$0.00	\$180,858.60	90.00%	\$20,095.40	\$0.00	
BPL: 003.015519	ALLOWANCE - Offsite Logistics	\$16,000.00	(\$16,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.033543	ALLOWANCE - Urethane Flooring	\$9,000.00	(\$9,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.072129	ALLOWANCE - Spray Foam Insulation	\$20,000.00	(\$20,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.078000	ALLOWANCE - Fire Wall	\$100,000.00	(\$100,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.078100	ALLOWANCE - Fire Proofing Repair	\$10,000.00	(\$10,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.079500	ALLOWANCE - Expansion Sealant	\$15,000.00	(\$15,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.096543	ALLOWANCE - Liquid Linoleum	\$41,567.00	(\$41,567.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.316300	ALLOWANCE - Additional Undercut / Piers	\$35,000.00	(\$35,000.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	100.00%	\$0.00	\$0.00	
BPL: 003.970000	Owner Contingency	\$259,218.00	(\$255,494.92)	\$3,723.08	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,723.08	\$0.00	
BPL: 003.970002	CM Contingency	\$259,218.00	(\$234,233.80)	\$24,984.20	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$24,984.20	\$0.00	
BPL: 800.000000	General Package	\$138,695.00	\$40,433.50	\$179,128.50	\$170,378.50	\$8,750.00	\$0.00	\$179,128.50	100.00%	\$0.00	\$0.00	
BPL: 900.000000	General Conditions	\$1,156,247.00	\$0.00	\$1,156,247.00	\$1,156,247.00	\$0.00	\$0.00	\$1,156,247.00	100.00%	\$0.00	\$0.00	
BPL: 900.910001	Insurance & Bonds	\$384,189.00	\$0.00	\$384,189.00	\$384,189.00	\$0.00	\$0.00	\$384,189.00	100.00%	\$0.00	\$0.00	
BPL: 900.980000	CM Fee	\$648,046.00	\$0.00	\$648,046.00	\$638,066.09	\$4,601.13	\$0.00	\$642,667.22	99.17%	\$5,378.78	\$0.00	
<b>Grand Total:</b>		<b>\$12,960,921.00</b>	<b>\$0.00</b>	<b>\$12,960,921.00</b>	<b>\$10,688,871.85</b>	<b>\$2,164,943.69</b>	<b>\$0.00</b>	<b>\$12,853,815.54</b>	<b>99.17%</b>	<b>\$107,105.46</b>	<b>\$0.00</b>	

RE: BLF contributions to Library project

Hadi Dudley  
 To: Steve Galen, Patrick Johndrow, Patrick Heavin  
 You forwarded this message on 8/11/2025 9:45 AM.  
 This message was sent with High importance.

- Balance\_Outstanding Pledges.xlsx (17 KB)
- Outline to close BLF campaign payments.docx (24 KB)
- 8-2025-BLF Funding Request Expansion Close-out.pdf (349 KB)
- BPL-Fintco Invoice\_22.pdf (121 KB)

Good morning,  
 When can we meet to discuss pending BLF payments to City?  
 I've added Patrick Heavin in his role as treasurer to the thread.

- Meeting options:
- Mon, 8/11 at 2 or 4PM
  - Tues, 8/12 at 9AM, 11AM or anytime later
  - Wed, 8/13 at 9AM, Noon or 2PM

I created an outline based on the pledge spreadsheet provided by BLF.  
 To meet BLF's protocols, also attached is a 'request for funding' form and paid invoice that covers more than the request.  
 The City of Bentonville can also generate an invoice ea year for ea payment, if necessary.

Let me know which days/times for you all.  
 Thanks,  
 Hadi

From: Hadi Dudley  
 Sent: Monday, July 28, 2025 3:51 PM  
 To: Steve Galen <swgalen@gmail.com>; Patrick Johndrow <pjohndrow@bentonvilleear.com>  
 Subject: BLF contributions to Library project  
 Importance: High

Steve,  
 Patrick Johndrow and I met about expansion financials.  
 He suggested a meeting w Bentonville Library Foundation to understand schedule for payments related to campaign pledges.

Do you have availability to discuss the attachment?

Tomorrow 7/29 at 10AM  
 Thursday 7/31 at 9AM or 930AM

Thanks,  
 Hadi

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

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A DONATION FROM THE BENTONVILLE LIBRARY FOUNDATION, IN THE AMOUNT OF EIGHTY-TWO THOUSAND NINE HUNDRED FORTY-THREE DOLLARS AND SEVENTY CENTS (\$82,943.70), FOR THE BENTONVILLE PUBLIC LIBRARY; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Library Foundation continues to accept multi-year pledge payments for its capital campaign and continues to pay said donations to the City until all outstanding pledges are fulfilled;

**WHEREAS**, these funds reimburse a portion of construction costs not funded by the bond; and

**WHEREAS**, a budget adjustment is needed to accept funds.

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

Section 1: The Mayor is hereby authorized to accept a donation from the Bentonville Library Foundation, in the amount of eighty-two thousand nine hundred forty-three dollars and seventy cents (\$82,943.70), for the Bentonville Public Library;

Section 2: The 2025 Budget is hereby adjusted to recognize the same into Account #105050-37010 – Miscellaneous Donation;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

**ATTEST:**

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

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

**PUBLIC ART AGREEMENT  
TEMPORARY INSTALLATION**

THE AGREEMENT IS ENTERED INTO BY AND BETWEEN THE  
**CITY OF BENTONVILLE, ARKANSAS**, (HEREINAFTER THE “CITY”),  
**OZ ART, LLC** (HEREINAFTER “CURATOR”) FOR  
**SIX ARTWORKS** IDENTIFIED HEREIN (HEREINAFTER “ARTWORK”) TO BE INSTALLED TEMPORARILY ON PUBLIC PROPERTY IN  
**BENTONVILLE PUBLIC LIBRARY, 405 S MAIN STREET, BENTONVILLE, ARKANSAS** (HEREINAFTER “DISPLAY SITE”).

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

**WHEREAS**, OZ Art, LLC proposed to lend six artworks to the City of Bentonville for display in Bentonville Public Library for one year at no charge to the City;

**WHEREAS**, the Bentonville Public Art Library Advisory Board, the Public Art Advisory Committee and City Council approved the installation of the Artwork.

**WHEREAS**, the Artwork shall be installed at the Display Site in accordance to the terms and conditions set forth below.

**NOW, THEREFORE**, the City and Curator agree as follows:

- 1. Generally.** The City and Curator agree to the temporary installation and display of the following six artworks as described in Exhibit A at a mutually agreeable location in the Display Site:

*Alchemist Table* by Paul Gillis

*Prototype #4 (Dirty Gloves)* by Amanda Ross-Ho

*Double Dutch* by Robin Rhode

*Embroidered Quilt with Earthworms...* by Daniel Dewar and Grégory Gicquel *Tegy and*

*Terrin* by Claire Tabouret

*Walk Like an Egyptian* by Matt Kleberg

- 2. Display Period.** The Display Period shall begin **October 30, 2025**, and shall remain on display until **January 4th, 2027**, unless both parties agree to a longer display period (the “Display Period”).

- 3. Installation.** Installation may begin after the date of this Agreement. The Curator is responsible for transportation to the Display Site and installation in a mutually agreeable location at the Display Site. Curator shall provide the City with a written description of how the Artwork will be installed, including a detailed statement addressing any preparatory work which must be performed by the Curator or City to prepare the site, and timeline of installation. The City will cooperate with the Curator in the preparation of the Display Site prior to installation. The Curator shall have sole discretion with respect to manner of installation of the Artwork (including the nature and extent of any protective measures used to protect the Artwork) Once the Artwork is installed, it shall not be moved without the prior written consent of the Curator.

4. **Letter of Final Acceptance.** The Curator shall notify the City when the Artwork installation is complete. The City shall notify in writing to the Curator the date on which the City accepts the Artwork as fully installed.
5. **Maintenance.** At all times the maintenance of the Artwork shall be the sole responsibility of the Curator. Any and all costs associated with or related to the maintenance of the Artwork shall be the sole responsibility of the Curator. However, the City will take reasonable precautions, to the extent reasonably practicable based on the location of display at the Display Site, to protect the Artwork from fire, theft (subject to Sec. 8), mishandling, dirt, and insects, and from extremes of light, temperature, and humidity while in the City's custody. The City will provide Curator access to the Display Site to inspect and conduct maintenance on the Artwork promptly following request from the Curator (but in no event, more than two (2) business days after such a request). Further, the City will no less than once per month during the Display Period inspect the Artwork and will give written notice to the Curator of any damage to the Artwork within twenty-four (24) hours of discovery of such damage. The City will provide the Library's monthly calendar of events and make reasonable effort to keep the Curator updated as to any added programming. The Curator may install additional protections for the Artwork at any time during the Display Period as it, in its sole discretion, deems necessary.
6. **De-Installation.** The Curator, at their cost and expense, shall be responsible for de-installation of Artwork from the Display Site. The de-installation of the Artwork shall occur no later than the end of the Display Period described in Sec. 2 (the "Removal Date"). The City reserves the right to have the Curator remove the Artwork prior to the end of the Display Period if it is deemed at any time to interfere with the City operations or if the Artwork creates a health or safety hazard or falls into a significant state of disrepair, and in such event, the date the City requests the Artwork be removed pursuant to this sentence shall be the Removal Date. Notwithstanding anything in this Sec. 6, the City agrees to provide to the Curator, at the City's expense, paint in the color of the walls on which the Artwork is displayed in the event the de-installation of the Artwork removes any paint from such walls.
7. **Compensation.** The Curator agrees to lend the Artwork to the City for the temporary period ending on January 4, 2027, at no cost to the City. The City shall **not** compensate the Curator for display of the Artwork.
8. **No Security; Assumption of Liability and Waiver of Damages.** Curator acknowledges and agrees that the City will not provide any security for the Artwork, and the City shall not for any reason be liable for any lost, stolen and/or damaged Artwork and/or the related materials, equipment and/or any other items associated and/or used in conjunction with the Artwork. **CURATOR HEREBY RELEASES THE CITY, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (the "CITY PARTIES") AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, THAT HE/SHE MAY HAVE WITH REGARD TO LOST, STOLEN AND/OR DAMAGED ARTWORK AND/OR RELATED MATERIALS, EQUIPMENT AND/OR ANY OTHER ITEMS ASSOCIATED AND/OR USED IN CONJUNCTION WITH THE ARTWORK AND/OR DISPLAY SITE.** However, the releases of and waivers in favor of the City Parties in this Section 6 shall be of no effect with respect to any liability, claims, damages, or the like resulting from the negligence or willful misconduct of any of the City Parties.

**9. Removal of Artwork and Waiver of Damages.** Should Curator fail to remove the Artwork by the Removal Date, the City shall have the right to remove the Artwork, return it to the Curator, and charge the Curator for the cost of such remove and return of the Artwork. Furthermore, the Curator agrees to leave the Display Site in the same condition as it existed when the Artwork was installed and the Curator is responsible for making any and all necessary repairs to the Display Site in order to return it to its original state, as determined under the reasonable discretion of the City, subject to the other terms of this Agreement (including the City's obligation to provide paint to the Curator as set forth in Sec. 6). **IF THE CITY REMOVES THE ARTWORK FOLLOWING THE REMOVAL DATE, THE CURATOR HEREBY RELEASES THE CITY PARTIES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES THAT HE/SHE MAY HAVE WITH REGARD TO THE CITY'S REMOVAL OF THE ARTWORK, EXCEPT TO THE EXTENT THAT THE DAMAGES AT ISSUE ARE A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF THE CITY PARTIES.**

**10. Insurance.** Prior to the installation of the Artwork the Curator shall procure and maintain such comprehensive general liability insurance as will protect the parties hereto, and each of their respective officers, agents, employees and subcontractors performing any of the work covered by this Agreement, from claims of damages for personal injury including accidental death, as well as from claims of property damages, which may arise from operations or work under this Agreement, whether such operations or work be by either of the parties, or any of their respective officers, agents, employees or subcontractors performing any of the work during the life of this Agreement. Such insurance policy shall name the City as an additional insured party and shall require a thirty-day cancellation notice to the Curator. The Curator understands that the City will not insure the Artwork and that the Curator bears the risk of any loss or damage to the Artwork, and the Curator agrees to insure the Artwork under a fine art policy from the date of installation of the Artwork until the end of Display Period.

**11. Photographic Rights.**

- a. An Artwork may be photographed or videotaped, for non-commercial purposes, without first obtaining permission from the holder of the copyright for an Artwork, under the following circumstances:
  - i. By Display Site visitors for personal use; or
  - ii. By the City or the Display Site staff for internal use by the City or Display Site, including for documentation, recordkeeping, and education.

It is understood that the City cannot control, enforce, or supervise what visitors do with any images captured.

- b. Curator has informed the City of its responsibilities regarding copyright laws applicable to the Artwork. Where appropriate, the City will obtain permission from the holder of the copyright for the Artwork, prior to photographing or videotaping the Artwork for uses not enumerated above. This may include photographs or videos of the Artwork for external promotion of City educational activities and programs and promotion of the Artwork on the website or social media pages of the City or Display Site, or in emails, newsletters, event invites, or any other media or materials for promotional purposes produced by, for, or on behalf of the City or the Display Site.
- c. It shall solely be the responsibility of the City to obtain the permission required under Section 11.b., and the Curator shall have no responsibility with respect to this obligation. The City

understands that it may contact the Artist Rights Society (the "ARS") for assistance with obtaining use and reproduction permission from a copyright holder but further understands and agrees that the Curator is not responsible for the quality or nature of the assistance provided by the ARS in any respect and waives any and all claims of any kind against the Curator related to any service ARS provides or fails to provide or any other act or omission of ARS.

- d. The Artwork shall not be photographed or videotaped for any commercial purposes.
- e. Under no circumstances shall any reproduction of an Artwork by the City or Display Site staff be cropped, color edited, include overwriting, include a detail image, or otherwise change, manipulate, or alter the complete and original form of the Artwork in any manner without permission from the holder of the copyright for the Artwork. Any reproduction on the Artwork under this Section 11 must be accompanied by the description of the Artwork in Exhibit A and the following credit line: "Courtesy of OZ Art NWA, Bentonville, Arkansas".

**12. Termination/Waiver of Damages.** This Agreement may, at any time, be terminated for any reason or no reason at all by either party upon seven (7) days' written notice to the nonterminating party. **THE NON-TERMINATING PARTY HEREBY RELEASES THE TERMINATING PARTY, ITS OFFICERS, DIRECTORS, OWNERS AND BENEFICIAL OWNERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AND WAIVES ANY AND ALL RIGHTS TO ANY AND ALL CLAIMS FOR DAMAGES, OR OTHERWISE, IT MAY HAVE WITH REGARD TO THE TERMINATING PARTY'S TERMINATION OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ACTUAL AND/OR CONSEQUENTIAL DAMAGES, EXCEPT TO THE EXTENT THAT THE DAMAGES AT ISSUE ARE A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TERMINATING PARTY (EXCEPT THAT CLAIMS FOR CONSEQUENTIAL DAMAGES ARE RELEASED AND WAIVED IN ANY EVENT).**

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

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

- a. To immediately terminate this Agreement; and/or
- b. if the City is the non-defaulting party, to require the immediate cessation of the installation of the Artwork.

**15. Miscellaneous Provisions.**

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

**If to Curator, to:**

**If to City, to:**

Public Art Agreement – OzArt Installation at Bentonville Public Library

OZ Art, LLC  
Melisa Durkee  
Director of Collections and Projects  
[mdurkee@ozartnwa.com](mailto:mdurkee@ozartnwa.com)

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

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

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

**CURATOR:**

**CITY OF BENTONVILLE:**

\_\_\_\_\_

\_\_\_\_\_

Christine Franco, Vice President  
OZ Art, LLC

Stephanie Orman, Mayor  
City of Bentonville

\_\_\_\_\_

\_\_\_\_\_

Date

Date

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_

Bonnie Bridges, Staff Attorney  
City of Bentonville

---

Date

EXHIBIT A DESCRIPTION OF ARTWORK



PAUL GILLIS  
*Alchemist Table (Distillation)*, 2013  
Graphite and gesso on canvas  
60.125 x 48.125 x 1.875"

Collection of OZ Art NWA

ST2015-008

(inventory number and dimensions not to be included in credits)



AMANDA ROSS-HO  
*Untitled Prototype #4 (DIRTY GLOVES)*, 2018  
Acrylic on canvas, cotton piping, and thread  
28 x 36"

Collection of OZ Art NWA

ST2018-019 (inventory number and dimensions not to be included in credits)



ROBIN RHODE  
*Double Dutch* 2016, 2016 C-print  
Framed: 16.44 x 24.25 x 1.5" (each)

Collection of OZ Art NWA

OZ2020-019 (inventory number and dimensions not to be included in credits)



DANIEL DEWAR; GRÉGORIE GICQUEL

*Embroidered quilt with earthworms, bramble plant, hebe tiger moth, magpie moth, green stink bug, striped shield bug, green bottle flies, red-tailed bumblebees, white-tailed bumblebees, honey bees and sewing machine, 2023*

Cotton and polyester thread on linen fabric, cotton batting

65 x 76.75 "

### Collection of OZ Art NWA

OZ2023-044

(inventory number and dimensions not to be included in credits)



CLAIRE TABOURET  
*Tegyu and Terrin (blue)*, 2020  
Acrylic on wood panel  
30 x 40 x 2.125 "

Collection of OZ Art NWA

OZ2020-034

(inventory number and dimensions not to be included in credits)



MATT KLEBERG  
*Walk Like An Egyptian (Head to Head)*, 2021  
Oil stick on canvas  
84 x 84 x 1" (each)

Collection of OZ Art NWA

OZ2021-020

(inventory number and  
dimensions not to be  
included in credits)

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO  
ENTER INTO CONTRACT EXTENSIONS WITH OZ ART, LLC, TO  
EXTEND THE DISPLAY OF SIX (6) TEMPORARY ARTWORKS AT  
THE BENTONVILLE PUBLIC LIBRARY;  
AND FOR OTHER PURPOSES.**

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

**WHEREAS**, the City Council approved the installation of six (6) temporary art pieces from OZ Art, LLC, for display at the Bentonville Public Library, at its August 27, 2024 meeting; and

**WHEREAS**, the Library requests an extension of those contracts allowing the artwork to be displayed until January 4, 2027.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into contract extensions with Oz Art, LLC, allowing the continued display of six (6) temporary artworks through January 4, 2027;

Section 2: That OZ Art, LLC, owner of the artwork, will continue to lend the artwork to the City of Bentonville at no cost to the City;

Section 3: That the six (6) artworks are as follows:

- a. *The Physics of Being;*
- b. *Walk Like an Egyptian (Head to Head);*
- c. *Tegyu and Terrin (blue);*
- d. *Embroidered Quilt with Earthworms...;*
- e. *Double Dutch;* and
- f. *Untitled Prototype #4 (Dirty Gloves).*

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

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

**ATTEST:**

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

**Amount for Approval:** \$ \_\_\_\_\_

**Budget Impact**

**Is this Item Budgeted?**      YES      NO      ITEM HAS NO COST      OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



October 28, 2025

**To:** City Council Members & City Clerk

**From:** Mayor Stephanie Orman

**Subject:** Appointment of Daniel Hughes to the City of Bentonville's Airport Advisory Board.

---

I recommend Daniel Hughes for appointment to the City of Bentonville's Airport Advisory Board. Mr. Hughes will be filling Rachel Hobert's unexpired term that will end October 24, 2026.



Stephanie Orman



## Boards and Commissions Application Form

### Applicant Information

First Name	Daniel
Last Name	Hughes
Address	[REDACTED]
City	Bentonville
State	Arkansas
Zip Code	72713
Home / Cell Phone	[REDACTED]
Email Address	[REDACTED]
Length of Bentonville Residency	7 years
Employer	Pinnacle Air Services
Occupation	General Manager
Business Phone	[REDACTED]

(Section Break)

### References

*Please provide 2 references*

Name	Camron McArhen owner of Fly ARH
Email Address	[REDACTED]
Address	[REDACTED]
City	Springdale
State	Arkansas
Zip Code	72764

Phone Number	[REDACTED]
Name	Kalli Pollari Accountant for Aircraft Flight Support
Email Address	[REDACTED]
Address	[REDACTED]
City	Springdale
State	Arkansas
Zip Code	72764
Phone Number	[REDACTED]
Fax Number	<i>Field not completed.</i>

(Section Break)

#### Board Selection and Qualifications

Select all commissions and boards for which you would like to be considered:	Bentonville Municipal Airport Advisory Board
1. What are your qualifications for serving on this commission or board, including education and subject matter expertise?	I am a graduate of Henderson State University with a B.S. in Airport Management, conferred 2015. I spent 2 years overseeing quality control for fuel services at the FBO, TAC Air in Texarkana, Ar. In 2018 I was hired as general manager for Pinnacle Air Services DBA Summit Aviation at the Springdale Municipal Airport where I am currently employed. I regularly meet with the Airport Board for Springdale and different organizations like Garver, governing authorities, contractors etc.
2. Why would you like to be considered for appointment to this commission or board?	I have lived in Bentonville for 7 years now and wouldn't want to be anywhere else. I am eager to help build the aviation community throughout NWA. My passion for aviation and specifically airport operations and development is a defining characteristic in my work. My personal interests are also focused around FBO and airport ops.

3. What do you hope to be able to contribute? Being a general manager for an active and growing FBO at one of Arkansas's busiest airports gives me great industry knowledge that is directly impactful for other local airports. I am familiar with a large portion of the local flying community, both private and corporate entities. Those relationships allow me to share and appreciate the expectations and needs of airport authorities, pilots and the public.

---

(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 Daniel Hughes

---

Date 8/6/2024

---



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

# Memo



To: City Council Members and Mayor Orman  
From: Machele Bowen, Human Resources Director  
CC:  
Date: October 15, 2025  
Re: Resolution Authorizing the Mayor and City Clerk to Enter into an Agreement with AJ Gallagher and Company for Benefit Brokerage Services.

---

Resolution Authorizing the Mayor and City Clerk to enter into an agreement with AJ Gallagher and Company in the amount of \$88,000.00 for Benefit Brokerage Services.

Solicitation for RFQ-25-68 began in September 2025. Three submissions were received, and a selection committee was formed. Submitters were evaluated according to the standard purchasing protocol. Once the committee completed initial evaluations, two of the three submitters were asked to be interviewed. After interviews were held the remaining two companies were evaluated. AJ Gallaher scored highest in both the initial evaluation and interview evaluation, thus being the firm selected.

This contract does not require a budget adjustment for 2025 and will be included in the 2026 budget, going forward until the contract expires, or the City ends the agreement.

If you have any questions, regarding this item, please contact me at 479-271-3110 or email at [mbowen@bentonvillear.com](mailto:mbowen@bentonvillear.com).

**AMENDMENT TO  
Gallagher Benefit Services, Inc.  
Consulting Agreement**

The Consulting Agreement (“Agreement”) by and between Gallagher Benefit Services, Inc. (“Gallagher”) and City of Bentonville, Arkansas (“Client”), effective January, 01, 2026, is hereby amended as set forth below.

Effective January, 01, 2026:

**1. 3. Compensation**

*As compensation for its services under this Agreement, Gallagher will receive carrier commissions and/or direct fees paid by the Client, as set forth in the Compensation Disclosure Statement attached hereto as Exhibit B. Additional information regarding Gallagher compensation can also be found in Exhibit B. Gallagher shall disclose the amount of commissions payable, if any, to it by each insurance company at the time it presents rates to Client. The parties hereby agree that any Direct Client Fees for Consulting Services specified under Exhibit B shall be increased by an amount not to exceed ten percent (10%) annually, five years from the date under this Agreement, unless otherwise agreed to by Gallagher. At the conclusion of year five, the fee will increase by 10% (e.g., to \$96,800), and thereafter, the agreement will continue on a year-to-year basis. Client is responsible for payment of Gallagher’s fees (if applicable) within thirty (30) days of invoice receipt. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement.*

~~2. **Exhibit A - Scope of Services** is hereby modified by **adding or deleting** the following services:~~

3. **Exhibit B - Compensation Disclosure Statement** is hereby modified and restated as set forth in the attached.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

**Accepted by: City of Bentonville, Arkansas**

**Gallagher Benefit Services, Inc.**

By: \_\_\_\_\_  
Name Stephanie Orman  
Title Mayor, City of Bentonville  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name Steve Stoll  
Title Area President  
Date: \_\_\_\_\_

**EXHIBIT B  
COMPENSATION DISCLOSURE STATEMENT**

<b>Line of Coverage / Service</b>	<b>Company</b>	<b>Commission<sup>1</sup></b>	<b>Third Party Compensation</b>	<b>Direct Client Fees<sup>2</sup></b>	<b>Effective Date</b>
Consulting Agreement	Gallagher Benefit Services	Net of Commission	N/A	\$88,000 per year. Invoiced on a monthly basis	1/1/2026
Consulting Agreement	Gallagher Benefit Services	Net of Commission	N/A	\$88,000 per year. Invoiced on a monthly basis	1/1/2027
Consulting Agreement	Gallagher Benefit Services	Net of Commission	N/A	\$88,000 per year. Invoiced on a monthly basis	1/1/2028
Consulting Agreement	Gallagher Benefit Services	Net of Commission	N/A	\$88,000 per year. Invoiced on a monthly basis	1/1/2029
Consulting Agreement	Gallagher Benefit Services	Net of Commission	N/A	\$88,000 per year. Invoiced on a monthly basis	1/1/2030
Medical	Arkansas Blue Cross Blue Shield	Net of Commission	N/A	N/A	1/1/2026
Dental	Delta Dental of Arkansas	Net of Commission	N/A	N/A	1/1/2026
Vision	Arkansas Blue Cross Blue Shield	Net of Commission	N/A	N/A	1/1/2026
Life and AD&D	USAble	Net of Commission	N/A	N/A	1/1/2026
Supplemental Life	USAble	Net of Commission	N/A	N/A	1/1/2026
Voluntary Short Term Disability	USAble	Net of Commission	N/A	N/A	1/1/2026
Employer Paid Long Term Disability	USAble	Net of Commission	N/A	N/A	1/1/2026
Flexible Spending Account Admin	Consolidated Admin Services	Net of Commission	N/A	N/A	1/1/2026
HSA / HRA Admin	Consolidated Admin Services	Net of Commission	N/A	N/A	1/1/2026
COBRA Administration	Consolidated Admin Services	Net of Commission	N/A	N/A	1/1/2026
Group Accident	Pacific Life	20%	N/A	N/A	1/1/2026
Critical Illness	Pacific Life	20%	N/A	N/A	1/1/2026
Hospital Indemnity	Pacific Life	20%	N/A	N/A	1/1/2026
Pet Insurance	MetLife	10%	N/A	N/A	1/1/2026

<sup>1</sup> Commissions include all commissions/fees paid to Gallagher that are attributable to a contract or policy between a plan and an insurance company, or insurance service. This includes indirect fees that are paid to Gallagher paid by a third party, and includes, among other things, the payment of "finders' fees" or other fees to Gallagher for a transaction or service involving the plan.

<sup>2</sup> Direct Fees include compensation to Gallagher paid for directly by the plan sponsor/Client.

It should also be noted that:

- Gallagher is not an affiliate of the insurer or vendor whose contract is recommended. This means the insurer or vendor whose contract is recommended does not directly or indirectly have the power to exercise a controlling influence over the management or policies of Gallagher.
- Gallagher's ability to recommend other insurance contracts or vendors is not limited by an agreement with any insurance carrier or vendor and Gallagher is affecting the transaction for applicable plan(s) in the ordinary course of Gallagher business. Thus, pertinent transaction(s) are at least as favorable to the applicable plan(s) as an arm's length transaction with an unrelated party.
- Gallagher is not a trustee of the plan(s) and is neither the Plan Administrator of the plan(s), a Named Fiduciary of the plan(s), nor an employer which has employees in the plan(s).
- Gallagher may receive supplemental compensation from insurance carriers and vendors, normally calculated at the end of each calendar year, that are contingent on a number of factors including the overall number of employer plans represented, plan retention rates, and overall premium growth. Historically, supplemental compensation has ranged, on average, between 0-3% based on specific carrier programs. These plans have no effect on premiums. Further, Gallagher may receive non-cash compensation from plan vendors or service providers that are not in connection with any particular client. If you have any questions regarding direct or indirect compensation received by Gallagher, contact your dedicated Gallagher advisor or refer to the Gallagher Global Standards of Business Conduct.

**For Employers and Plan Sponsors Subject to ERISA:** This Disclosure Statement is being given to the Client (1) to make sure Client knows about Gallagher's and Gallagher affiliates' income before purchasing the insurance product and/or vendor services and (2) for plans subject to ERISA, to comply with the disclosure, acknowledgment and approval requirement of Prohibited Transaction Class Exemption No. 84-24<sup>3</sup>, which protects both Client and Gallagher<sup>4</sup>, and the disclosure requirements under ERISA §408(b)(2), as amended by Div. BB, Title II, §202 of the Consolidated Appropriations Act, 2021. Disclosure must be made to responsible plan fiduciary for the ERISA Plan(s), and Client acknowledges and confirms that this is a reasonable transaction in the best interest of participants in its ERISA Plan(s).

For more information on Gallagher's compensation arrangements, please visit [www.ajg.com/us/about-us/disclosures](http://www.ajg.com/us/about-us/disclosures). In the event a client wishes to register a formal complaint regarding compensation Gallagher receives, please send an email to [Compensation\\_Complaints@ajg.com](mailto:Compensation_Complaints@ajg.com).

<sup>3</sup> Which allows an exemption from a prohibited transaction under Section 408(a) of the **Employee Retirement Income Security Act of 1974 (ERISA)**.

<sup>4</sup> In making these disclosures, no position is taken, nor is one to be inferred, regarding the use of assets of a plan subject to ERISA to purchase such insurance.



## REQUEST FOR QUALIFICATIONS

REQUEST FOR QUALIFICATIONS INFORMATION			
RFQ Number:	RFQ-25-68	Date of Issuance:	August 31, 2025
Brief Description:	Benefit Brokerage and Consulting Services		
Agency:	The City of Bentonville, Arkansas: Human Resources Department		
For Questions:	Questions will be accepted in written format only to <a href="mailto:purchasing@bentonvillear.com">purchasing@bentonvillear.com</a>		
Deadline for Questions:	September 18, 2025, at 4:30 PM CST		

SUBMISSION DEADLINE FOR RESPONSE	
Submission Deadline:	<b>4:00 PM CST, September 23, 2025</b>
Responses must be received by the Purchasing and Compliance Department prior to 4:00 PM CST, <b>Tuesday, September 23, 2025</b> . In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the Submission Deadline date and time. Responses received after the designated Submission Deadline date and time will be considered late and will be rejected.	

DELIVERY OF RESPONSE DOCUMENTS	
Submission Delivery Address:	City of Bentonville Administrative Services ATTN: Purchasing and Compliance Department 1000 SW 14 <sup>th</sup> Street Bentonville, AR 72712 <i>*Submitters assume all risk for timely, properly submitted deliveries.</i>
Submission Outer Packaging Requirements:	Outer packaging must be properly marked with the following information: <ul style="list-style-type: none"> <li>Proposal Number: <b>RFQ-25-68</b></li> <li>Vendor’s name and return address</li> </ul>
Number of Copies for Submission:	<b>(1) One signed original and (1) digital copy (Email, Flash Drive, or CD)</b> of a Letter of Interest and Statement of Qualifications are to be delivered by the specified date and time of the RFQ submission deadline. Failure to deliver the specified number of originals and digital copies will be considered an incomplete submission and may be rejected. <b>Submissions may not be submitted via email; digital copies received via email will be deleted upon receipt and will not be acknowledged as submitted.</b>

### Required Contact Information:

*Submitters may choose to provide this Form complete or include the requested information in their preferred format as part of their Statement of Qualifications or Letter of Interest.*

Name of Firm or Individual: Gallagher

Contact Person: Nicholas Quaid Title: Senior Employee Benefit Consultant

Email: Nick\_Quaid@ajg.com Phone: 479-221-9718

Business Address: 701 S 52nd St

City: Rogers State: AR Zip Code: 72758

Addenda: Submitters are required to acknowledge all addenda issued for this RFQ. Submitters may acknowledge issued addenda either by inclusion in their Submission or by noting the Addendum Number and Date of Issuance below in the fields provided.

<u>ADDENDUM NUMBER</u>	<u>DATE OF ISSUANCE</u>



# The City of Bentonville

Gallagher Response to Request for Proposal RFQ-25-68

September 23, 2025

**Nick Quaid**

Senior Employee Benefits Consultant

**Gallagher Benefit Services, Inc.**

701 S 52nd St.

Rogers, AR 72758

©2025 Arthur J. Gallagher & Co

# A Letter to the City of Bentonville

September 23, 2025

Dear City of Bentonville Team,

Thank you for the opportunity to submit a proposal to continue providing employee benefits consultant services for the City of Bentonville (hereafter "the City") on behalf of Gallagher Benefit Services, Inc. (hereafter "Gallagher"). We are confident you will find Gallagher has the experience, integrity, resources, and innovative people necessary to continue meeting your benefit needs as addressed in our proposal.

Your organization plays a crucial role in serving the community, and we're dedicated to helping you focus on your mission. With a national and local public sector industry vertical practice, we live and breathe your world every day. We understand what makes you unique compared to your private sector counterparts, and you benefit from not only the expertise of your local consulting team but also the collective knowledge of professionals consulting with public sector employers like you across the state, region, and country.

We know Public Sector organizations deal with issues like contract negotiations, changing workplace expectations, mental health, cost of living, and retaining talent. Our insights from working with over 280+ Public Sector organizations like you help us offer holistic solutions that drive your mission forward.

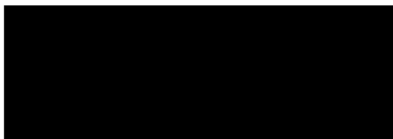
Here's how we can help:

- **Pharmacy Expertise:** We identify cost inefficiencies and achieve 8-12%+ in pharmacy cost avoidance for new Public Sector organizations.
- **Self-Funding, Pooling, and Cooperative Purchasing Arrangement Expertise:** Our in-house underwriters and actuaries excel in these areas, ensuring cost-efficient, high-value program setups tailored to our clients' needs. We leverage our collective size to drive down fixed costs in pharmacy, life and disability, and group purchasing.
- **Objectivity and Transparency:** We serve our clients with uncompromising integrity and openness, ensuring complete transparency and disclosure in all dealings. Our ethical foundation guarantees unbiased, tailored advice and solutions.
- **Reporting and Analytics:** We offer proprietary tools for data-driven decision-making.
- **Value-driven Cost Avoidance:** Gallagher's strength is in its extensive experience and expertise, offering access to the collective knowledge of thousands of teams. This enables us to effectively manage and optimize benefit program costs, providing comprehensive and efficient solutions.
- **Marketplace Leverage:** By writing the most business with dominant insurance carriers in Arkansas, we command vendor attention to negotiate competitive terms and tailor solutions for Public Sector organizations. Our vendors seek our insights, ensuring top-tier service and reinforcing our role as a trusted industry advisor.

We aim to be more than just a service provider; we want to be your partner and an extension of your team, helping you develop long-term healthcare and cost-saving strategies. Our commitment to excellence, as highlighted in the Gallagher Way, ensures we're the right partner to help you with your overall people strategy, to attract, retain, and engage your top talent.

We are excited about the opportunity to partner with the City.

Sincerely,



**Nick R. Quaid**  
Senior Employee Benefits Consultant  
D: (479) 221 9718  
E: [nick\\_quaid@ajg.com](mailto:nick_quaid@ajg.com)



We run to problems –  
not away from them.

The Gallagher Way. Since 1927.

# Executive Summary

## Our Partnership

With 5 years of partnership, we are excited to continue supporting your needs and taking our collaboration to new heights. With Gallagher by your side, you can trust that we have the expertise, integrity, and innovative solutions to meet your needs.

**We are excited to continue this journey together and exceed your expectations.**

Here are some highlights of our successful partnership to-date:

**Cost Management:** Through strategic negotiations and market evaluations, we have helped the City optimize benefit costs while maintaining high-quality coverage. Summary of savings over the last four years:

- **2023:** Gallagher negotiated a 5% renewal decrease for the medical plan which resulted in an annual savings of \$203,297. Additionally, by bundling the vision plan with the medical plan, the City achieved a total savings of \$304,000.
- **2024:** Gallagher successfully negotiated a reduction in the medical plan increase from the initial 6.33% down to just 0.77%. This achievement resulted in annual savings of \$377,372 for the City.
- **2025:** Gallagher negotiated the initial medical plan increase of 9.9% down to an 8% decrease. This negotiation resulted in annual savings of \$1,158,292 for the City.
- **2026:** Gallagher negotiated renewal savings of \$339,617 annually. NOTE-This is minimum savings, still evaluating further savings.
- **Total Savings 2023 – 2026:** \$2,179,281.

**Technology Support:** In partnership with GIS, Gallagher implemented Employee Navigator which allowed the city to replace paper applications with an online enrollment platform free of charge. This reduced administrative burden and provided streamlined benefits reporting.

**Proactive Support:** As an extension of the City's HR Team, Gallagher provides in-person and virtual employee open enrollment meetings, claims advocacy, and support for the City's benefits administration team.

# What Sets Gallagher Apart

## Specialized Expertise and Insight

We possess the specialized knowledge required to provide innovative and customized solutions. Our professionals have extensive experience in benefit services, including within your industry. We thoroughly understand the complex financial, legal, and corporate culture issues that impact your employee benefit decisions.

## Workforce Planning Approach

We believe that a deep understanding of your people, culture, and objectives is crucial in designing and implementing a strategy and benefits program that aligns with your organizational and employee needs. Our goal is to develop creative ways to align spend with the preferences and needs of your workforce, eliminating unnecessary costs and improving the efficiency of your benefit program.

## Consulting Toolbox

We constantly strive to find new and exciting ways to bring value to our clients. Our growth strategy encompasses organic growth, mergers and acquisitions, productivity and quality enhancements, and our unique, team-oriented sales culture. This combination allows us to keep improving our consulting toolbox and bring innovative and creative ideas to you.

For instance, we have achieved significant success in the Pharmacy Benefit Management (PBM) space. Through extensive PBM audits, we have identified contractual loopholes and techniques that have resulted in our clients and their employees paying more for prescription drugs than expected. We have differentiated ourselves in the market by understanding and quantifying the differences in contractual offers made by PBMs and carriers in the prescription management marketplace. We offer various pharmacy solutions tailored to the needs of different-sized employers, including our Gallagher Pharmacy Alliance for employers with less than 5,000 employees.

## Market Share and Negotiating Leverage

As one of the largest brokers/consultants in the nation, with thousands of clients nationwide, Gallagher possesses tremendous negotiating leverage and knowledge of the employee benefit vendor landscape. We are well-acquainted with their reporting structures, strengths and weaknesses in employer-employee relationships, and the latest products and services they offer.

We regularly engage with these firms to stay updated on their market position and the new ideas they bring forth. When you speak to our references, you will discover that we engage with every stakeholder group at the City to understand their perspectives and goals. We work collaboratively with you to find solutions that best meet everyone's needs. We recognize the importance of supporting your employees and their families, and we strive to make them feel valued and confident in our support.

# Looking Forward, the City Can Expect

We are thrilled about the prospect of continuing our relationship with the City. Our team is fully prepared to support your team and scale our services to meet your expanding needs. Our goal is to provide you with exceptional value through competitive pricing and stellar service. Our roadmap forward includes:

**Compliance Regulatory Support:** We will conduct a comprehensive compliance review to identify potential gaps in compliance under the ACA, ERISA, COBRA, HIPAA, as well as newer legislative and regulatory requirements, and state law issues that impact your benefit program.

**Employee Engagement:** We will continue to refine your year-round communication strategy to boost employee engagement and utilization of benefits, ensuring that your workforce fully understands and takes advantage of the available offerings. We have negotiated \$25,000 in carrier wellness dollars and \$50,000 for wellness consulting that can be allocated towards employee communications for 2025 and 2026.

**Data-Driven Decision Making:** Leveraging advanced analytics, we will provide the City with actionable insights to make informed decisions about benefit offerings and cost management. We will complete our proprietary **Workforce Evaluation** and **People Insights Report** to gather data around the unique nature of your organization's goals and workforce.

**Innovative Benefit Solutions:** We will explore and introduce innovative options like self-funding. Additionally, we will continue to educate on alternative funding methods, such as self-funding or captives, to address rising medical costs.

**Adaptability and Flexibility:** As the healthcare landscape evolves, Gallagher will ensure the City remains agile and responsive to changing market conditions and regulatory requirements.

With Gallagher as your partner, the City will benefit from our deep expertise, comprehensive service offerings, and commitment to innovation. We are dedicated to helping you navigate the complexities of employee health care benefits and achieve your organizational goals.

**We are excited about the opportunity to continue our partnership with the City and look forward to achieving even greater success together.**

# Proposed Exceptions and Modifications to Terms & Conditions

Upon review of the City of Bentonville ("City") RFP, Gallagher has the following comments:

- Gallagher is not a federal contractor or subcontractor. Therefore, Gallagher cannot agree to federal contracting provisions contained within the RFP.
- Section 4(B) (PDF Page 6) - Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 4(E) (PDF Page 6); Section 10 (PDF Page 8) - Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis:
  - Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:
  - Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate;
  - Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
  - Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
  - Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
  - Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
  - Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
  - Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.

All commercial insurance policies shall be written with insurers that have a minimum AM Best rating of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or non-renewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the coverages set forth in this section shall be provided to Client upon request.



# Table of Contents

<b>SECTION 6: Required Responses</b> .....	<b>1</b>
<b>About Gallagher</b> .....	<b>1</b>
<b>Annual Stewardship Report</b> .....	<b>9</b>
<b>Analytical Reporting</b> .....	<b>11</b>
<b>Recommendations</b> .....	<b>17</b>
<b>Renewal Summary Report</b> .....	<b>18</b>
<b>Gallagher Drive</b> .....	<b>19</b>
<b>Communications</b> .....	<b>22</b>
<b>Gallagher's Public Sector Practice</b> .....	<b>30</b>
<b>Appendix A: Errors &amp; Omissions Certificate</b> .....	<b>35</b>

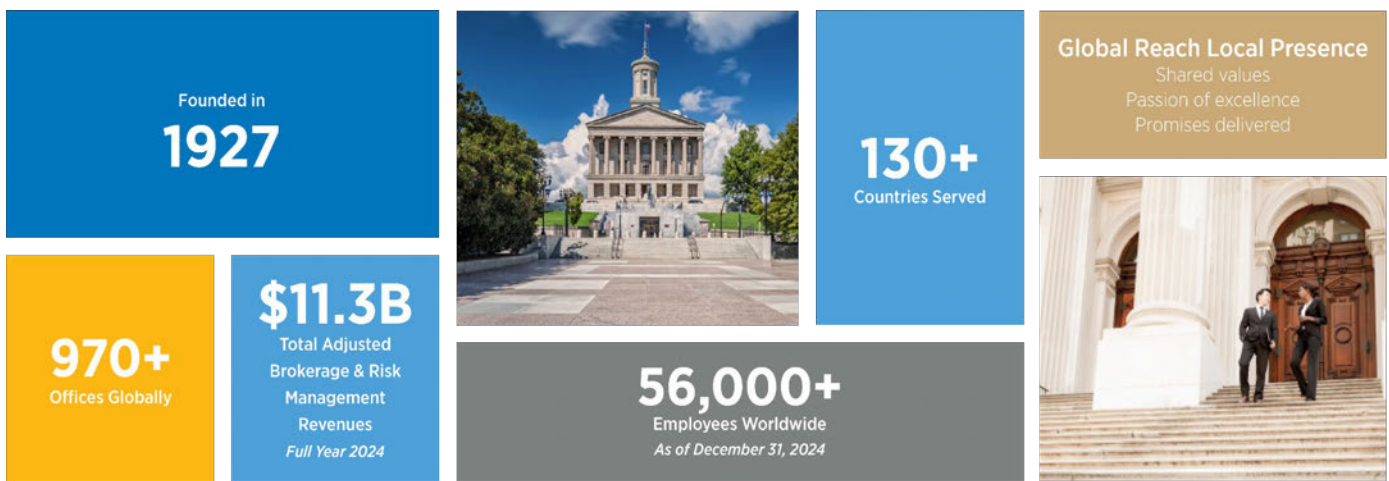
# SECTION 6: Required Responses

2. An overview of the Broker/Agent’s firm, including at minimum: historical background, location(s), length of time in existence, structure of firm, annual agency revenues, and certificate of firm’s E&O coverage;

## About Gallagher

Gallagher started as a single office in Chicago and has grown to a publicly traded global organization with more than \$11.3 billion in adjusted revenues, 970+ offices globally, and over 56,000 team members with service capabilities in 130-plus countries. Our business units and subsidiaries provide the full spectrum of specifically tailored risk management products and solutions for complex operations.

Gallagher’s history is a compelling story of the insurance business; to learn more visit [ajg.com/about-us/](http://ajg.com/about-us/).



**Founded in 1927**

**970+**  
Offices Globally

**\$11.3B**  
Total Adjusted Brokerage & Risk Management Revenues Full Year 2024

**130+**  
Countries Served

**56,000+**  
Employees Worldwide  
As of December 31, 2024

**Global Reach Local Presence**  
Shared values  
Passion of excellence  
Promises delivered

## Our Culture

The ideals, principles, and values established by our founder, whose name remains on our door, are integral to our organization. Gallagher’s approach to business, fostered through three generations of family leadership, has always centered on creating relationship value as true partners to our clients. Our Gallagher team understands they make a genuine difference in protecting and supporting your people. We take the time to ask the right questions so that we can offer you the best recommendations. By focusing on your challenges, objectives, and business goals, we gain the insights necessary to help you make strategic decisions now with a long-term vision for success. Our mission statement, and the shared values we refer to as The Gallagher Way, describe how our culture and people are dedicated to yours.

## Mission

- To build the best benefits services practice with brokers and consultants who understand the value of building relationships and trust, and creating experiences and results that inspire our clients’ confidence.
- To provide superior, cost-effective benefit products and services that meet the ever-changing needs of employers, while striving for the highest professional excellence in the delivery of those solutions.
- To measurably help organizations manage and grow their businesses through our benefit services, expertise and counsel.

We accomplish our mission with the leadership that grows our company by enriching our culture. We will honor the moral and ethical standards that are vital to gaining organizations’ trust and their confidence in our ability to continually build and develop a Gallagher benefit services team that excels at what we do.

## The Gallagher Way

The **Gallagher Way** is a one-page document written in 1984 by our former chairman and CEO, Robert E. Gallagher, which defines the Gallagher culture. It describes the principles, behaviors, and beliefs that have produced great work at Gallagher—and great working relationships—since the company was founded. The document’s 25 shared values guide business conduct for each of us as individuals, and all of us as a team.

## Locations

Your local Gallagher office is located just a short 15-minute drive from the City's office. Gallagher currently serves many clients with locations and employees in multiple cities, counties, and states. The nature of our local and national scope allows us to expertly service you and your employees in their various locations. This is the way Gallagher leverages our regional resources on a local scale. No matter where a client's employees are, a Gallagher office will always be nearby, ensuring we are available to our clients and their HR teams.

Because of our size and national presence, we have established strategic collaborative partnerships with many major regional and national insurance carriers and third-party administrators. With hundreds of offices throughout the nation, Gallagher provides local knowledge of market conditions and best practice vendors, as well as additional support when needed. We tailor local service offerings to best serve each client's specific product offerings. Gallagher is licensed as an insurance agency in all 50 states and the District of Columbia.

## We Are Where You Are



Our Local Office	Corporate Headquarters
701 S 52nd St. Rogers, AR 72758	2850 Golf Road Rolling Meadows, IL 60008

\*For a full listing of all Gallagher offices, please visit [www.ajg.com/locations](http://www.ajg.com/locations).

## Organizational Structure

**Gallagher Benefit Services, Inc. (Gallagher)**, a wholly owned subsidiary of Arthur J. Gallagher & Co., has provided brokerage and consulting services since the benefits division was founded in 1961. For over 60 years, Gallagher has specialized in strategic benefits consulting, brokerage and administration.

Gallagher's Employee Benefits Consulting division is an autonomous subsidiary with a direct reporting channel to top management, rather than through the property/casualty or retirement/wealth management divisions. We maintain this business model because we believe employee benefits is a distinct discipline requiring talent and resources very different from those of other insurance services. Therefore, while we collaborate with our property & casualty and risk management colleagues closely, we are able to create our own flexible structures necessary for supporting the needs of our clients and their employees. To the City, this means when you retain Gallagher's services, you acquire a partner who is uniquely positioned to serve your employees and address your key employee benefit objectives.

PARENT COMPANY

Arthur J. Gallagher & Co.

GLOBAL OPERATING UNITS

Retail



Claims



Wholesale



Alternative Risk



BUSINESS UNITS

Gallagher Global Brokerage  
Gallagher Benefit Services

Reinsurance



International



Canada



United Kingdom



New Zealand

### Annual Revenue

Gallagher is a publicly traded global organization with more than \$11.3 billion in adjusted revenues.

### E&O Coverage

Gallagher holds the insurance shown below, which provides coverage for the services we provide under the terms and conditions of the policies. Please see **Appendix A** for a copy of our Errors & Omissions Certificate:

#### Errors & Omissions

**Policy No.** 016024438

**Insurer:** Lexington Insurance Co

**Effective Dates:** 10/01/24 – 10/01/25

**Each wrongful act:** \$12,000,000

**Aggregate:** \$12,000,000

### 3. A listing of known complaints regarding Broker/Agent from the last five (5) years that have been filed with the State Insurance Commissioner’s Office, including the nature of the complaint and disposition;

Gallagher and its affiliates may be involved in multiple court actions at any given time proportionate for a broker of its size and profile. It is not feasible to efficiently provide detailed information on all lawsuits against Gallagher as requested, or necessary in evaluating our company since this is the nature of the insurance brokerage business. Gallagher also considers these matters confidential. Any material items are noted in reports to the SEC, which are available under “Financials” at [investor.ajg.com](http://investor.ajg.com).

### 4. A listing of the person(s) who will be assigned (and readily available) to City’s account and their specific role(s) in servicing the account. This listing must include details regarding professional experience of same, including: resumes, licenses, certification, etc.;

Your local, dedicated service team prides itself on being an extension of the City’s HR Team. Led by your Benefits Consultant, Nick Quaid, and Client Executive, Tiffany Gasca, your team works closely together to ensure your satisfaction.

### Daily Support

The City has a dedicated Client Executive who provides daily support. Your service team is committed to delivering prompt responses and exceptional service daily.

### The Core Team

Our Core Team structure is strategically designed with you in mind.

<b>Lead Consultant</b>	Has dedicated areas of focus to provide comprehensive strategic direction for the City.
<b>Client Executive</b>	Oversees all the City’s deliverables and vendor performance. Serves in a day-to-day plan management capacity. Assists with the execution of strategy and attends scheduled strategy and renewal meetings.
<b>Client Associate</b>	Primarily an internal facing role with a focus on supporting the tactical work to enable other team members to spend additional time on the strategic work.

Your local service team has years of experience that make them valuable assets in assisting your organization to grow and expand.



### **Nick Quaid, Sr. Employee Benefits Consultant | Lead Consultant**

Nick joined Gallagher Benefit Services in September 2023 as a Senior Employee Benefit Consultant, operating out of the Rogers, AR office. In this role, Nick brings a wealth of experience in helping clients and prospects build benefit programs specifically tailored to each individual company's budget and needs.

Prior to joining Gallagher, Nick served as the Vice President of Sales for PG Insurance Services, Inc. in Orange County, CA, for over 10 years. In 2014, he opened an office in Rogers, AR, where he continued to grow the firm and lead a team of brokers and account managers, helping companies of all sizes achieve their benefit goals.

Before becoming a broker, Nick worked for 12 years as a Regional Sales Manager for a health exchange called CaliforniaChoice. There, he worked directly with brokers and gained valuable knowledge in carrier/vendor management, specifically in sales, renewals, customer service, and underwriting. This experience allowed him to understand how different brokers and consultants operate, build long-lasting industry relationships, and identify best practices from independent brokers to large national agencies.

Nick grew up splitting his time between Southern California and Northwest Arkansas, where he now resides with his wife and their six active teenagers. When they aren't attending one of their children's sporting events, they are often involved in the community, enjoying the lake, dining at one of the amazing local restaurants, or playing a round of golf.



### **Tiffany Gasca | Client Executive**

Tiffany joined the Gallagher Benefit Services in February 2022. She is responsible for providing renewal and ongoing support to current and new business clients. Tiffany serves as a point of contact for all HR and Benefits related questions regarding health plans and HR Solutions. Tiffany works with Public Sector team of Gallagher. She acts as the day to day contacts for all counties in the state of Missouri that Gallagher manages to include the MAGIC program.

Prior to joining Gallagher, Tiffany held roles with BXS Insurance and Mercer Consulting Services as a Senior Account Manager. Her expertise in benefit administration systems, project management skills and overall ability to streamline current processes to improve client experiences has made her an invaluable asset to the team.

Tiffany's clients rely on her for her expertise as a subject matter expert and as a technical systems resource. Clients and Colleagues alike depend on her project management skills and ability to provide world class customer service to help maximize the benefit strategy of their organization.



### **Trevor Kubiak | Client Associate**

Trevor Kubiak joined the company on May 7th as a Client Associate at GBS. He is excited to be a part of this incredible team and to serve as part of your dedicated point of contact.

With a strong background in the pharmacy industries, he brings a wealth of experience to his role. Prior to joining GBS, he held a leadership position as a Pharmacy Technician, where he successfully led a team, trained new technicians, developed connections with patients, and managed inventories and accounts. This experience allowed him to develop exceptional relationship management skills and an understanding of the health, medical, and insurance landscape.

Before his time as a Pharmacy Tech, he worked as a lead Carpenter. In this role, he gained valuable skills of leadership and working with others, honing in on his abilities of accuracy and detail with every job. He worked alongside clients, ensuring their needs were met and providing them with ease of mind and a job exceeding their expectations.

Outside of working at Gallagher, he is a part of the local men's lacrosse league and disc golf clubs, helps to coach the college lacrosse team at Washington University, and is a loving husband. He says, "He is fortunate to call St. Louis, MO their home, him and his family constantly enjoy the vibrant community and all it has to offer."

As your Client Associate, his primary focus is to provide you with exceptional service and support. He is dedicated to understanding your unique goals and objectives and will work tirelessly to ensure your needs are met. He is committed to building strong relationships based on trust, open communication, and a deep understanding of your business.

## Subject Matter Experts

**We go beyond providing a core team for the City.** In addition to the local team mentioned earlier, the City will have access to a range of subject matter experts specializing in areas such as financial and actuarial consulting, compliance, communications, and more.



### **Tim Bettcher, Sr. Financial and Actuarial Consultant**

Tim specializes in providing financial benefits & underwriting consulting services for employer groups 50 lives and up. He is responsible for Budget/Financial Monitoring Reporting, IBNR Estimates and Reserving, Claims Projections, Renewals, Forecasting, Rate Development, Plan Change Modeling, Contribution Modeling, Disruption Analysis, Network Discount Analysis, Workforce Evaluation, Stop Loss Analysis, Financial Benefits Marketing Review. Tim also a team of Financial Benefit Consultants with similar duties for the Midwest Region.

Tim began his/her career in 1996 and joined Gallagher in 2022. Tim has lead small group, mid-market and large group underwriting teams here in the Midwest for United Healthcare, Mercy Health Plans, Coventry Healthcare, Aetna Inc, and CVS. Also prior to joining Gallagher, he worked for the Actuarial Consulting firm, Reden & Anders, where he and a colleague built a consulting practice specifically for commercial group underwriting.

Tim is originally from Minnesota where he received his education at St. Cloud State University from 1988-1992. He moved to the St. Louis area in 2008 with his wife and 2 children.



### **Sean McLean, JD, LLM, Area Assistant Vice President, Compliance Counsel**

Sean McLean is a Compliance Counsel and assists Gallagher's Heartland and South Central Regions with both day-to-day and strategic compliance questions related to health and welfare plans, as well as benefit plan audits and filings with the IRS and DOL. Additionally, he is a frequent speaker at employee benefit seminars for human resource and other professional organizations. Sean's background of working with plan sponsors, third-party administrators, carriers, and plan service vendors provides him with broad experience and perspective with which to assist employers in identifying/developing pragmatic solutions for their employee benefit compliance obligations.

Sean joined Gallagher's Nashville, Tennessee office in 2021. Prior to coming to Gallagher, Sean served as Chief Compliance Officer with a health insurance group in Nashville, bringing with him over 13 years of legal experience in the employee benefits compliance arena, including ERISA, PPACA, COBRA, and HIPAA

Sean has experience in employee benefits consulting for large self-funded clients related to underwriting and budgeting as well as claim reserve valuations for various products, including medical, prescription drug, and dental benefits. He provides analytical and technical expertise through detailed data analysis to evaluate key cost and utilization drivers, population health risk, and opportunities for savings for employer health plans. Sean develops customized deep-dive data analytics around Employer Onsite Health Clinics, with a focus on ROI as it relates to both direct and indirect savings. He performs periodic studies on emerging trends and prevalence of high cost claimants related to medical and prescription benefits. Sean conducts analyses for retiree health actuarial valuations, including ASC 715 (formally FAS 106), GASB 74/75, and RDS attestations.

Sean received his undergraduate degree from Auburn University, his JD and MBA from Mississippi College, and his LLM from the University of Washington. He is a licensed attorney in the states of Alabama, Georgia, and Tennessee.



### **Rhys Davies, Director Internal and Benefits Communication, Communication Consulting**

Rhys Davies is a Director of Internal and Benefits Communication and works in a senior role in Gallagher's Global Communication Practice. Rhys is a seasoned communication veteran having worked in the marketing, advertising, and communication industry for over 25 years. Rhys has lent his considerable expertise and experience across a wide range of recognizable global clients for Gallagher across, retail, technology, pharmaceutical, energy and healthcare that include Moderna, Nike, Apple and Christies.

A natural storyteller, Rhys will create and deploy data-driven communication strategies built on world-class employee engagement basics for World Fuel Services. He will use metrics and insight, impactful creative, hyper-relevant customization and technology and innovation to help change perceptions and transform long-term behavioral change – while elevating and influencing the cultural and people experience – how your people think, feel and act.

Before joining Gallagher Rhys worked for Europe's largest entertainment my mail order company Britannia Music and global publisher Dorling Kindersley, working on direct and through the line advertising campaigns

including product launches for James Bond, Marvel and Star Wars. Rhys successfully ran his own marketing, creative and communication agency for over 15 years focusing on the entertainment industry. Long-term clients included Metro Goldwyn Mayer, Sony Pictures, Universal, Disney, Fox and Paramount. Movie launches included several James Bond films, Spiderman, Gladiator, Jerry Maguire and Kill Bill (to name just a few). Rhys brings his passion and enthusiasm for advertising big brand experience into the world of internal and employee benefits communication.

Rhys graduated from the University of Liverpool in the UK with Bachelor of Arts degree in Modern History. His sights were firmly set on becoming a teacher before being introduced to the world of data-driven marketing and advertising. Rhys leverages his communication skills at Gallagher to create extraordinary employee experiences for extraordinary brands – bold moments that matter that can influence, transform, and positively change people’s lives for the better.



**Sommer Mason, CCP, Regional Sr. Human Resources Consultant, Talent Consulting**

Sommer joined Gallagher in November 2016. She began her career in technology in 1998 and moved into Human Resources as a Compensation Analyst in 2000. Before joining the Gallagher Benefit Services Baton Rouge office, Sommer served in various Compensation and Benefits leadership roles within Human Resource Departments.

Sommer is an accomplished Compensation and Benefits professional with Project Management experience in various industries such as Manufacturing, Healthcare, Wellness, Oil & Gas, Energy, and Construction. She received her Lean Six Sigma Green Belt certification in 2010 and is highly skilled in leading large-scale projects with significant financial impact.

Sommer’s primary role is to prepare for and present Gallagher’s Human Resources and Compensation resources to prospective clients and is involved in special projects related to Human Resources and Compensation Consulting. Sommer’s strong analytical skills, strategic approach, and commitment to excellent customer service make her a trusted advisor to both clients and her Gallagher team.

Sommer is a graduate of Louisiana Tech University with a Bachelor of Science in Management Information Systems. She is a Certified Compensation Professional (CCP) and Lean Six Sigma Green Belt. Sommer resides near the Baton Rouge area with her husband and two children.

5. A list of five (5) current benefits clients, (preferably self-funded municipal/public organizations with at least fifty employees) scope of what coverage (medical, dental, term life, disability, AD&D, cancer, universal life, etc.) you service for these clients, and what carriers and TPA's are utilized;

**CLIENT 1**

**Client Industry:** County  
**Funding Type:** Self-funded  
**Employee Size:** 425  
**Scope of Work Performed:** Employee Benefit consulting and admin  
**Carriers / TPAs:** True Captive, Guardian, MASA, CAS

**CLIENT 2**

**Client Industry:** County  
**Funding Type:** Fully Insured  
**Employee Size:** 2,185  
**Scope of Work Performed:** Employee benefit consulting and admin  
**Carriers / TPAs:** Community Care, Delta Dental of OK, Sun Life, Voya, CAS

**CLIENT 3**

**Client Industry:** County Health Department  
**Funding Type:** Fully Insured  
**Employee Size:** 315  
**Scope of Work Performed:** Employee benefit consulting and admin  
**Carriers / TPAs:** Community Care, Delta Dental of OK, Standard, TASC, Legal Shield, PetPartners, IdentityForce, Transamerica, VSP, Voya

**CLIENT 4**

**Client Industry:** County  
**Funding Type:** Fully Insured  
**Employee Size:** 225  
**Scope of Work Performed:** Employee benefit consulting and admin  
**Carriers / TPAs:** BCBS of AR, USABLE, CAS

**CLIENT 5**

**Client Industry:** County  
**Funding Type:** Self-funded  
**Employee Size:** 100  
**Scope of Work Performed:** Employee consulting and admin  
**Carriers / TPAs:** Zurich, Employee Benefit Management Services, Guardian

6. Provide three (3) references (preferably of similar size and demographics to City) that you currently provide Broker/Agent services to. Include in the submittal: organization name, address, contact name and title, phone number, period served, and scope of coverage and carriers;

#### REFERENCE 1- SEBASTIAN COUNTY

**Address:** 35 S 6<sup>th</sup> St, #G5, Fort Smith, AR 72901

**Contact Name:** Judge Steve Hotz

**Contact Title:** County Judge

**Phone:** 479-221-6213

**Email:** shotz@sebastiancountyar.gov

**Length of Relationship:** 10+ years

**Scope of Work Performed:** Employee benefit consulting and admin

**Carriers:** True Captive, Veracity RX

#### REFERENCE 2 - BOB MALONEY COLLISION CENTERS

**Address:** 803 W New Hope Rd, Rogers, AR 72758

**Contact Name:** Robert Maloney

**Contact Title:** CFO

**Phone:** 479-899-1981

**Email:** rmaloney@bobmaloney.com

**Length of Relationship:** 10+ years

**Scope of Work Performed:** Employee benefit consulting and admin

**Carriers:** Cigna, MetLife, Delta Dental, CAS

#### REFERENCE 3 - TULSA HEALTH DEPARTMENT

**Address:** 5051 S 129th E Ave, Tulsa, OK 74134

**Contact Name:** Scott Buffington, MHRM, PHR, SPHR

**Contact Title:** Senior Director, Human Resources

**Phone:** 918-595-4430

**Email:** sbuffington@tulsa-health.org

**Length of Relationship:** 4 years

**Scope of Work Performed:** Employee benefit consulting and admin

**Carriers:** Community Care, Delta Dental of OK, Standard, TASC, Legal Shield, PetPartners, Transamerica, VSP, Voya

7. Provide work samples that demonstrate your ability to meet and exceed expectations as outlined in “Scope of Services.” At a minimum, this should include examples of the following:

- a. Annual Stewardship Report;
- b. Analytical Reporting completed by your staff (not copies of carrier reports);
- c. Examples of recommendations for plan design changes and associated costs and/or savings;
- d. And examples of a Renewal Summary Report to employer.

### Annual Stewardship Report

#### Executive Summary

**Executive Summary**  
**Proposed Multi-Year Strategy – a Roadmap to Better**

**2023**

- Medical Renewal called for a -1.4% increase, Gallagher negotiate that to a -5% by bundling the current medical plans and adding vision. This resulted in an annual savings of \$304,000 from BCBS of AR. New Employer
- Enhanced dental plan to offer a \$2000 annual maximum.
- Switched vision plan to BCBS of AR. This offered a significant bundling discount with Medical and enhanced Frame allowance and Medically Necessary contacts.
  - New Employer Contribution of 15% to Vision Plan.
- Switched to Metlife for all ancillary and worksite lines of coverage.
- Implemented Employee Navigator and File Feeds

**2024**

- Medical renewal called for a 6.3% increase, mostly driven by the PPO claims.
  - Negotiated renewal to a 0.77% increase. Resulting in a savings of \$331,372 annually for The City of Bentonville.
    - Due to IRS requirements, increased the HDHP Plan Deductible from \$3,000 to \$3,200
- Discussed the implementation of a Spousal Surcharge
- Evaluate medical plan design enhancements/ Alternate Funding Arrangement/Cost Containment Measures.

**2025 – On Deck**

- Evaluate Medical Plan Design Changes
- Exploring Alternate Funding Arrangement & Cost Containment Measures.
  - Explore Pareto Captive
  - Explore Self Funding with Stop Loss
  - Spousal Surcharge
- Digital Communications (Microsite)
- Decision Support Tool (Nayya)
- Dental Network Review

AJG.com ©2023 ARTHUR J. GALLAGHER & CO.

## Renewal Recap & Year Over Year Renewal History

### 2025 Renewal Recap

Line of Coverage	Carrier/ Vendor	EE/ER Paid	Initial Rate Action	Final Rate Action	Highlights
Medical	Arkansas Blue Cross and Blue Shield	EE/ER	9.9%	-8.0%	
Voluntary Dental	Delta Dental of Arkansas	EE/ER	9.0%	9.0%	
Vision	Arkansas Blue Cross and Blue Shield	EE/ER	0.0%	0.0%	
Basic Life and AD&D	MetLife	ER	0.0%	0.0%	
Voluntary Life	MetLife	EE	0.0%	0.0%	
Voluntary Short Term Disability	MetLife	EE	0.0%	0.0%	
Long Term Disability	MetLife	ER	0.0%	0.0%	
Accident	Metlife	EE	0.0%	0.0%	
Critical Illness	Metlife	EE	0.0%	0.0%	
Hospital Indemnity	Metlife	EE	0.0%	0.0%	
Pet Insurance	Metlife	EE	0.0%	0.0%	

### YOY Renewal History

City of Bentonville Historical medical renewal results					
Year	Initial Renewal Increase - \$	Initial Renewal Increase - %	Negotiated	Negotiated	Cost Avoidance
			Renewal Increase - \$	Renewal Increase - %	Achieved through Negotiation
2023	-\$79,061	-1.40%	-\$282,358	-5.00%	\$203,297
2024	\$377,462	6.33%	\$46,090	0.77%	\$331,372
2025	\$608,348	9.9%	-\$549,944	-8.0%	\$1,158,292

\$304,000 In Total Savings by Bundling Vision

- Removed PPO Plan
- Added \$4,000 H.S.A Plan and \$1,650 H.S.A Plan

Analytical Reporting
Financial Monitoring Report

Financial Monitoring Report - Total PPO Budget Comparison Report
Total Budget Comparison Report
1/1/2024 through 12/31/2024
Table with columns: Month, Employees, Funding/Budget (\$, PEPM), Paid Medical Claims, Paid Rx Claims, Claims over \$20K Step Loss Level, Total Paid Claims (\$, PEPM), Total Gross Plan Costs (\$, PEPM), Funding Variance (\$, PEPM), Loss Ratio.

Financial Monitoring Report - PPO Budget Comparison Report
HDHP Plan
1/1/2024 through 12/31/2024
Table with columns: Month, Employees, Funding/Budget (\$, PEPM), Paid Medical Claims, Paid Rx Claims, Claims over \$20K Step Loss Level, Total Paid Claims (\$, PEPM), Total Gross Plan Costs (\$, PEPM), Funding Variance (\$, PEPM), Loss Ratio.

Financial Monitoring Report - PPO Budget Comparison Report
PPO Plan
1/1/2024 through 12/31/2024
Table with columns: Month, Employees, Funding/Budget (\$, PEPM), Paid Medical Claims, Paid Rx Claims, Claims over \$20K Step Loss Level, Total Paid Claims (\$, PEPM), Total Gross Plan Costs (\$, PEPM), Funding Variance (\$, PEPM), Loss Ratio.

Financial Monitoring Report - Large Claim Report
Claimants Over \$250,000
Table with columns: Member Identifier, Diagnosis, Gross Claim Amount, Amount Over \$250,000. Includes summary statistics for current members and expected/actual claims over pooling level.

### Fully Insured Renewal Projection

Plan Evaluation: City of Bentonville					
Medical & Pharmacy Fully Insured Status Quo				Renewal Plan Year: 1/1/2026 - 12/31/2026 Carrier(s): BCBS of AR Pooling Level: \$300,000	
Month	Subscribers	Premium	Medical	Pharmacy	Total Claims
Jun-23	573				
Jul-23	566	\$485,969	\$350,892	\$189,626	
Aug-23	571	\$487,966	\$358,044	\$211,852	\$569,895
Sep-23	574	\$492,729	\$333,370	\$215,116	\$548,486
Oct-23	583	\$490,833	\$395,028	\$230,580	\$625,608
Nov-23	586	\$501,771	\$383,909	\$180,942	\$564,851
Dec-23	596	\$512,088	\$355,346	\$225,215	\$580,561
Jan-24	597	\$509,799	\$366,186	\$147,207	\$513,393
Feb-24	590	\$512,504	\$288,620	\$173,421	\$462,041
Mar-24	592	\$510,486	\$367,293	\$138,907	\$506,200
Apr-24	598	\$516,464	\$328,435	\$185,236	\$513,670
May-24	598	\$514,296	\$360,908	\$192,885	\$553,793
Jun-24	605	\$518,824	\$513,709	\$138,261	\$651,970
Jul-24	606	\$520,784	\$311,489	\$197,648	\$509,137
Aug-24	615	\$526,006	\$338,717	\$217,625	\$556,342
Sep-24	614	\$527,517	\$306,304	\$228,578	\$534,882
Oct-24	613	\$528,689	\$484,663	\$237,719	\$722,382
Nov-24	618	\$523,645	\$368,051	\$198,713	\$566,764
Dec-24	618	\$522,385	\$440,862	\$268,352	\$709,214
Jan-25	633	\$560,578	\$245,281	\$118,359	\$363,640
Feb-25	629	\$555,210	\$368,391	\$213,233	\$581,624
Mar-25	630	\$554,914	\$364,078	\$144,584	\$508,662
Apr-25	628	\$553,225	\$516,816	\$216,950	\$733,766
May-25	632	\$556,376	\$263,887	\$236,747	\$500,634
Jun-25	641	\$563,459	\$319,155	\$183,666	\$502,821
Prior R12	7,024	\$6,053,728	\$4,401,739	\$2,229,248	\$6,090,468
Prior R12 PEPM	---	\$861.86	\$626.67	\$317.38	\$867.09
Current R12	7,441	\$6,492,788	\$4,327,694	\$2,462,174	\$6,789,868
Current R12 PEPM	---	\$872.57	\$581.60	\$330.89	\$912.49

Claim Development: City of Bentonville							
Medical & Pharmacy Fully Insured Status Quo				Renewal Plan Year: 1/1/2026 - 12/31/2026 Carrier(s): BCBS of AR Pooling Level: \$300,000			
	7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		Fixed Cost Estimates PEPM	% of Premium	PEPM
	Medical	Pharmacy	Medical	Pharmacy			
Gross Paid Claims	\$4,401,739	\$2,229,248	\$4,327,694	\$2,462,174	Pooling Charge	2.4%	\$23.95
Prior Plan Design Changes	(\$173,831)	(\$88,487)	(\$100,994)	(\$58,904)	Retention	11.0%	\$111.81
Adjusted Paid Claims	\$4,227,907	\$2,140,761	\$4,226,700	\$2,403,270		0.00%	\$0.00
Claims Exceeding Pooling Level	(\$313,323)	(\$301,232)	\$0	\$0		0.00%	\$0.00
Total Net Paid Claims	\$3,914,585	\$1,839,529	\$4,226,700	\$2,403,270		0.00%	\$0.00
Subscriber Months	7,024	7,056	7,441	7,477	Total Fixed Costs	13.4%	\$135.76
Average Claim Value	\$557.32	\$260.70	\$568.03	\$321.42	Total Annual Fixed Costs		\$1,044,266
Experience Midpoint	1/1/2024	1/1/2024	1/1/2025	1/1/2025			
Projection Midpoint	7/1/2026	7/1/2026	7/1/2026	7/1/2026			
Trend Months	30	30	18	18			
Claims Adjusted Trend Rate	8.6%	11.4%	8.6%	11.4%			
Trend Factor	1.229	1.310	1.132	1.176			
Change in Reserve Adjustment	1.007	1.000	1.007	1.000			
Contract Size Adjustment	1.000	1.000	1.000	1.000			
Experienced Incurred Claims PEPM	\$689.70	\$341.40	\$647.29	\$377.87			
Combined Experienced Incurred Claims PEPM	\$1,031.10		\$1,025.16				
Add Large Claimants	\$85.42		\$0.00				
Total Experienced Incurred Claims PEPM	\$1,116.52		\$1,025.16				
Experience Period Weighting	20%		80%				
Projected Incurred Claims PEPM		\$1,043.44					
UW Adj		0.909					
Projected Incurred Claims PEPM		\$948.48					
Rx Rebate Adjustment		(\$68.46)					
Total Projected Incurred Claims PEPM (Exp)		\$880.02					
Blue Card Fee (\$2.23)		1.003					
Total Projected Incurred Claims PEPM (Exp)		\$882.30					
Total Annual Claims (Exp)		\$6,786,676					

Renewal Summary		
Current Premium PEPM		\$879.31
Total Projected Premium PEPM		\$1,018.06
Calculated Rate Action		15.8%

### Self-Funded Claim Development: City of Bentonville

Medical & Pharmacy  
Self-Funded  
Status Quo

Renewal Plan Year: 1/1/2026 - 12/31/2026  
Carrier(s): BCBS of AR  
Specific Deductible: \$300,000

	7/1/2023 - 6/30/2024		7/1/2024 - 6/30/2025		Fixed Cost Estimates PEPM	Fees
	Medical	Pharmacy	Medical	Pharmacy		
Gross Paid Claims	\$4,401,739	\$2,229,248	\$4,327,694	\$2,462,174	Administrative Fee	\$31.00
Prior Plan Design Changes	(\$173,831)	(\$88,487)	(\$100,994)	(\$58,904)	ISL Premium	\$81.40
Adjusted Paid Claims	\$4,227,907	\$2,140,761	\$4,226,700	\$2,403,270	ASL Premium	\$8.00
Claims Exceeding Pooling Level	(\$313,323)	(\$301,232)	\$0	\$0		\$0.00
Total Net Paid Claims	\$3,914,585	\$1,839,529	\$4,226,700	\$2,403,270	<b>Total Fixed Cost</b>	<b>\$120.40</b>
Subscriber Months	7,024	7,056	7,441	7,477	<b>Total Annual Fixed Cost</b>	<b>\$926,107</b>
Average Claim Value	\$557.32	\$260.70	\$568.03	\$321.42	<b>Renewal Summary</b>	
Experience Midpoint	1/1/2024	1/1/2024	1/1/2025	1/1/2025	<b>Current Budgeting Rate PEPM</b>	<b>\$879.31</b>
Projection Midpoint	7/1/2026	7/1/2026	7/1/2026	7/1/2026	<b>Projected Premium Equivalent (Exp)</b>	<b>\$1,002.70</b>
Trend Months	30	30	18	18	<b>Calculated Rate Action (%)</b>	<b>14.0%</b>
Claims Adjusted Trend Rate	8.6%	11.4%	8.6%	11.4%		
Trend Factor	1.229	1.310	1.132	1.176		
Change in Reserve Adjustment	1.007	1.000	1.007	1.000		
Contract Size Adjustment	1.000	1.000	1.000	1.000		
Experienced Incurred Claims PEPM	\$689.70	\$341.40	\$647.29	\$377.87		
Combined Experienced Incurred Claims PEPM	\$1,031.10		\$1,025.16			
Add Large Claimants	\$85.42		\$0.00			
Total Experienced Incurred Claims PEPM	\$1,116.52		\$1,025.16			
Experience Period Weighting	20%		80%			
Projected Incurred Claims PEPM	\$1,043.44					
Plan Change Factor	0.909					
<b>Total Projected Incurred Claims PEPM (Exp)</b>			<b>\$948.48</b>			
Rx Rebate Adjustment			(\$68.46)			
<b>Total Projected Incurred Claims PEPM (Exp)</b>			<b>\$880.02</b>			
Blue Card Fee (\$2.23)			1.003			
<b>Total Projected Incurred Claims PEPM (Exp)</b>			<b>\$882.30</b>			
<b>Total Annual Claims (Exp)</b>			<b>\$6,786,676</b>			

\*This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future healthcare costs including utilization patterns, catastrophic claims, changes in plan design, healthcare trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

### Rate Development: City of Bentonville

Medical & Pharmacy  
Fully Insured  
Status Quo

Renewal Plan Year: 1/1/2026 - 12/31/2026  
Carrier(s): BCBS of AR  
Pooling Level: \$300,000

Coverage Tier	Enrollment	Current	Renewal Plan Year	Renewal Plan Year	Renewal Plan Year
		Total Rates	Fully Insured	COBRA Rates	Self Funded (Mature Expected)
<b>\$1,650 H.S.A.</b>					
Employee	26	\$514.63	\$595.84	\$607.75	\$586.85
Employee + Spouse	15	\$1,168.21	\$1,352.55	\$1,379.60	\$1,332.14
Employee + Children	4	\$916.04	\$1,060.59	\$1,081.80	\$1,044.59
Employee + Family	16	\$1,496.72	\$1,732.90	\$1,767.56	\$1,706.75
<b>\$3,500 H.S.A.</b>					
Employee	119	\$433.96	\$502.44	\$512.49	\$494.86
Employee + Spouse	85	\$985.09	\$1,140.54	\$1,163.35	\$1,123.33
Employee + Children	42	\$772.45	\$894.34	\$912.23	\$880.85
Employee + Family	217	\$1,262.10	\$1,461.26	\$1,490.48	\$1,439.21
<b>\$4,000 H.S.A.</b>					
Employee	79	\$369.64	\$427.97	\$436.53	\$421.51
Employee + Spouse	10	\$839.09	\$971.50	\$990.93	\$956.84
Employee + Children	6	\$657.97	\$761.80	\$777.03	\$750.30
Employee + Family	13	\$1,075.05	\$1,244.69	\$1,269.59	\$1,225.91
<i>These rates are illustrative and should not be used for budgetary purposes</i>					
Plan Cost Composite PEPM	632	\$879.31	\$1,018.06		\$1,002.70
HSA Seed		\$138.69	\$138.69		\$138.69
Annual		\$7,720,534	\$8,772,841		\$8,661,664
Change From Current (\$)			\$1,052,308		\$941,130
Change From Current (%)			13.6%		12.2%

\*This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future healthcare costs including utilization patterns, catastrophic claims, changes in plan design, healthcare trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

## Contribution Modeling

Current					Renewal Plan Year			
Coverage Tier	Enrollment	Employee	Employer	Total Rates	Employee	Employer	Fully Insured	Employer % Cost Share
<b>\$1,650 H.S.A.</b>								
Employee	26	\$128.66	\$385.97	\$514.63	\$148.96	\$446.88	\$595.84	75%
Employee + Spouse	15	\$292.05	\$876.16	\$1,168.21	\$338.14	\$1,014.41	\$1,352.55	75%
Employee + Children	4	\$229.01	\$687.03	\$916.04	\$265.15	\$795.44	\$1,060.59	75%
Employee + Family	16		\$1,496.72	\$1,496.72	\$0.00	\$1,732.90	\$1,732.90	100%
<b>\$3,500 H.S.A.</b>								
Employee	119	\$47.74	\$386.22	\$433.96	\$55.27	\$447.17	\$502.44	89%
Employee + Spouse	85	\$108.36	\$876.73	\$985.09	\$125.46	\$1,015.08	\$1,140.54	89%
Employee + Children	42	\$84.97	\$687.48	\$772.45	\$98.38	\$795.96	\$894.34	89%
Employee + Family	217	\$138.83	\$1,123.27	\$1,262.10	\$160.74	\$1,300.52	\$1,461.26	89%
<b>\$4,000 H.S.A.</b>								
Employee	79	\$0.00	\$369.64	\$369.64	\$0.00	\$427.97	\$427.97	100%
Employee + Spouse	10	\$92.30	\$746.79	\$839.09	\$106.86	\$864.64	\$971.50	89%
Employee + Children	6	\$72.38	\$585.59	\$657.97	\$83.80	\$678.00	\$761.80	89%
Employee + Family	13	\$118.26	\$956.79	\$1,075.05	\$136.92	\$1,107.77	\$1,244.69	89%
<b>Plan Cost Composite</b>	<b>632</b>	<b>\$95.13</b>	<b>\$784.18</b>	<b>\$879.31</b>	<b>\$110.14</b>	<b>\$907.92</b>	<b>\$1,018.06</b>	<b>89%</b>
<b>HSA Seed</b>		<b>\$0.00</b>	<b>\$138.69</b>	<b>\$138.69</b>	<b>\$0.00</b>	<b>\$138.69</b>	<b>\$138.69</b>	
<b>Annual</b>		<b>\$721,477</b>	<b>\$6,999,056</b>	<b>\$7,720,534</b>	<b>\$835,329</b>	<b>\$7,937,512</b>	<b>\$8,772,841</b>	<b>90%</b>
<b>Change From Current (\$)</b>					<b>\$113,852</b>	<b>\$938,456</b>	<b>\$1,052,308</b>	
<b>Change From Current (%)</b>					<b>15.8%</b>	<b>13.4%</b>	<b>13.6%</b>	

†This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future healthcare costs including utilization patterns, catastrophic claims, changes in plan design, healthcare trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

## Sample People Insights Report

### People Insights

ABC Construction  
 Consultant Name | February 07, 2025

### Career Stages

Career stage distribution should be considered when developing human capital strategies

- Comparing your career stage distribution to industry benchmarks can provide actionable insight into both current and future issues
- High concentrations of Late Career and Pre-Retirement stages will increase the likelihood of age-related chronic conditions, cancer and increased Rx utilization
- Benefits design, compensation, succession planning, recruitment and training are all important aspects of maintaining a healthy career stage distribution

Career Stages	Exploration (Under 25)	Establishment (25-34)	Mid-Career (35-44)	Late Career (45-54)	Pre-Retirement (55+)	ABC Construction	Industry Benchmarks
# of Employees	4,380	1,807	1,285	1,000	1,319	27.0	41.8
Career Stage Distribution	45% (11%)	18% (22%)	13% (16%)	10% (12%)	13% (16%)	2.8%	3.4%
Median Tenure in Years	2.6 (0.9)	2.9 (2.1)	4.2 (3.6)	8.5 (6.8)	16.4 (14.6)	2.1 years	4.2 years
						Female Prevalence	10.8%

### Social Determinants of Health

Current Map: Social Determinants of Health (SDoH) Impact by zip code<sup>1</sup>

SDoH Impact	Employees	Poor Physical Health <sup>2</sup>	Poor Mental Health <sup>2</sup>
Negative Impact	3,373 (34%)	60.1%	65.9%
Positive Impact	6,418 (66%)	3.8%	7.2%

**Top 10 Negatively Impacted Zip Codes**

Zip Code	Employees
60620 - Chicago, IL	57
63136 - Saint Louis, MO	54
60626 - Chicago, IL	48
48219 - Detroit, MI	43
40215 - Louisville, KY	40
48228 - Detroit, MI	39
46218 - Indianapolis, IN	37
48224 - Detroit, MI	37
60617 - Chicago, IL	36
45408 - Dayton, OH	35

Social determinants of health impact access to health care, the ability to maintain healthy behaviors and the safety of the physical environments in which we live.<sup>1</sup> Economically disadvantaged zip codes have a negative impact on the health of people living there, regardless of income or status.

### Compensation

In what follows, we examine topical data points that are good indicators of whether a full compensation study is necessary.

- Wages by career stage and gender can help indicate if your compensation strategy is skewed towards a specific group
- The 30% rule advises individuals to spend 30% or less of their gross income on housing costs. The exhibit below indexes each employee's compensation against the average rent for a 1-bedroom apartment in their county.

Career Stage	Average Wage	Age Range	Number Male	Number Female	Average Wage Male	Average Wage Female
Exploration	\$22,011	<25	2,004	2,276	\$31,804	\$32,151
Establishment	\$36,125	25-34	863	844	\$36,335	\$35,833
Mid-Career	\$41,854	35-44	512	773	\$43,309	\$40,568
Late Career	\$47,836	45-54	354	646	\$53,867	\$44,222
Pre-Retirement	\$47,258	55+	436	683	\$55,398	\$43,279
Company	\$37,689	All	4,169	5,822	\$38,544	\$37,056

Percent of Wages	Total Employees
10% or less	65
10%	438
20%	1,107
30%	2,857
40%	2,521
50% or more	2,758

84% (8,176 employees) Employees with rent disadvantage

37% (3,514 employees) Rent disadvantaged employees negatively impacted by SDoH

Negatively Impacted by SDoH: 4, 49, 309, 901, 1,022, 878

### Mental Health

Depression in the United States (US) is increasing across all races and ethnicities and is attributed to multiple social determinants of health (SDOH). Depression affects how you think, think and behave and can lead to a variety of emotional and physical problems. Clinical and epidemiologic evidence shows the risk for depression is higher among those who suffer from chronic illnesses.

- Unfortunately, an estimated 30% U.S. adults aged 18 or older with a major depressive episode did not receive treatment<sup>1</sup>
- And of the 15.96% of youth who experienced a major depressive episode, only 40% received mental health treatment<sup>2</sup>

Regardless of how many of your employees live in areas with high rates of depression, it has become increasingly important for employers to support and provide mental health resources to their employees. Recommended actions:

At a minimum	Best Practice
Managers trained in how to recognize and support employees in emotional distress	Required training for all managers/supervisors to be comfortable in talking about mental health issues and to increase their awareness, and their ability to effectively discuss available resources
EAP resources and adequate communication on how to access	Incorporates communication strategies that decrease the stigma associated with EAP use, including department meetings and education on the work life support services available to employees and their family members (beyond mental health)
A culture that celebrates honesty and empathy around mental health	Uphold a policy for mental health support, making sure that mental health is discussed throughout the organization.

Career Stage	Age Range	% (High Prevalence)
Exploration	<25	723 (17%)
Establishment	25-34	409 (23%)
Mid-Career	35-44	508 (24%)
Late Career	45-54	246 (25%)
Pre-Retirement	55+	284 (12%)
<b>Company</b>	<b>All</b>	<b>1,970 (20%)</b>

**1,970** Employees live in an area with a high prevalence of depression (53 more than expected<sup>3</sup>)

©2025 ARTHUR J. GALLAGHER & CO.

### Cancer

An estimated 2,091,140 new cases of cancer will be diagnosed in the United States in 2024<sup>4</sup>

- The most common cancers (in descending order) in 2024 are breast, prostate, lung, colorectal and melanoma
- Prostate, lung, and colorectal cancers account for an estimated 45% of all cancers diagnosed in men
- For women, the three most common cancers are breast, lung, and colorectal, accounting for an estimated 51% of all new cancer diagnoses in women

Recommended Actions:

- Provide reasonable work flexibility for employees in treatment or those in caregiving roles (employees are commonly able to remain on the job)
- Familiarize managers with the requirements of the Americans with Disabilities Act (ADA) as they relate to accommodations for employees with cancer
- Provide access to and promote the value of expert medical / second opinions to ensure employees have accurate diagnoses and appropriate treatment plans
- Leverage data and analytics to identify your opportunities to increase prevention and screening, ongoing care management, and access to mental health, financial & caregiver resources

2025 Age / Sex Projected Cancer Diagnoses (Employees) <sup>5</sup>	Career Stage	Employees	Incidence <sup>6</sup> Per 100,000 (Primary Cancers)	Estimate Adjusted
Exploration <25	4,380	51.9	(21.8)	2.3
Establishment 25-34	1,807	85.1	(11.9)	1.6
Mid-Career 35-44	1,285	189.4	(113.2)	2.4
Late Career 45-54	1,000	479.7	(218.6)	4.8
Pre-Retirement 55+	1,319	1,102.7	(1,174.8)	14.9
<b>Company</b>	<b>8,791</b>	<b>263.7</b>	<b>(196.5)</b>	<b>23.8</b>

**171** Employees live in an area with a high prevalence of cancer (1,018 less than expected<sup>3</sup>)

©2025 ARTHUR J. GALLAGHER & CO.

### Data Drives Decisions™

Actionable employee benefits strategy starts with a comprehensive analysis of your workforce and benefits data

ASSESS

Align Strategic Priorities

Know Your Workforce

DEVELOP

Identify Gaps & Opportunities

Optimize Your Strategy

MEASURE

Evaluate Solutions

Measure

Integrated Sequence of Proprietary Tools for Data Gathering and Strategic Opportunities

©2025 ARTHUR J. GALLAGHER & CO.

### Appendix: Disease Prevalence

Health Outcomes in your Workforce	SDOH Impact	Arthritis	Back Pain	Cancer	Chronic Heart Disease	CO2D	Depression	Diabetes	High Blood Pressure	High Cholesterol	Obesity	County	Health Outcomes	Territory <sup>7</sup>	National
40214 - Louisville, KY	70	30.0%	11.4%	7.3%	7.8%	9.9%	20.1%	14.9%	37.8%	37.0%	38.8%	Jefferson	Arthritis	28.0%	26.6%
60620 - Chicago, IL	57	30.4%	12.0%	5.3%	7.4%	8.4%	16.0%	15.0%	45.6%	31.7%	47.7%	Marion	Cancer	7.2%	7.8%
63136 - Saint Louis, MO	54	32.2%	13.3%	5.3%	8.4%	10.9%	19.9%	25.1%	49.3%	31.7%	47.0%	Franklin	Coronary Heart Disease	7.1%	6.9%
40218 - Louisville, KY	51	30.2%	11.4%	7.4%	7.8%	9.5%	25.5%	15.2%	38.1%	38.9%	39.8%	Jefferson	Depression	22.8%	22.3%
46202 - Indianapolis, IN	61	27.4%	14.6%	4.6%	7.6%	8.9%	23.2%	12.9%	33.8%	33.8%	34.4%	Marion	Dementia	13.8%	12.0%
60628 - Chicago, IL	49	30.8%	12.0%	5.6%	7.8%	8.8%	16.0%	15.2%	46.2%	32.1%	44.6%	Cook	High Blood Pressure	38.3%	35.0%
45121 - Cincinnati, OH	48	30.0%	12.4%	7.0%	7.8%	9.6%	26.3%	15.2%	38.9%	32.8%	41.6%	Cincinnati	High Cholesterol	33.7%	34.6%
48119 - Detroit, MI	43	31.4%	14.1%	5.2%	7.6%	10.1%	21.2%	15.2%	47.6%	34.0%	45.3%	Wayne	Obesity	38.2%	33.7%
40213 - Green Spg, KY	41	27.2%	10.3%	10.6%	7.2%	8.0%	25.7%	11.4%	30.7%	35.8%	40.4%	Jefferson	Health Status	Territory <sup>7</sup>	National
40215 - Louisville, KY	40	32.3%	13.0%	4.9%	8.8%	12.2%	20.0%	17.1%	42.2%	37.9%	45.0%	Jefferson	Poor Physical Health	14.6%	13.3%
47130 - Jeffersonville, IN	40	28.0%	11.4%	8.0%	7.0%	8.5%	20.9%	12.2%	36.0%	32.9%	42.0%	Wayne	Poor Mental Health	18.3%	17.0%
48129 - Detroit, MI	39	28.4%	15.1%	4.8%	7.5%	11.7%	34.0%	17.1%	40.4%	34.8%	45.0%	Wayne	Prevention	Territory <sup>7</sup>	National
48180 - Taylor, MI	38	29.2%	12.7%	7.9%	7.3%	12.1%	25.9%	11.7%	36.0%	34.8%	36.4%	Wayne	Routine Checkup	77.8%	75.5%
46410 - Mendenhall, IN	38	30.0%	11.9%	6.9%	7.8%	9.8%	20.1%	15.4%	41.0%	34.2%	45.0%	Wayne	Special Checkup	97.3%	91.4%
46218 - Indianapolis, IN	37	33.2%	13.9%	5.7%	8.7%	11.6%	22.0%	30.7%	40.3%	35.2%	49.9%	Marion	87 Rx Adherence	75.7%	75.5%
48244 - Detroit, MI	37	29.2%	15.2%	4.8%	6.9%	10.7%	22.4%	15.8%	46.4%	32.6%	41.6%	Wayne	Health Risk Behaviors	Territory <sup>7</sup>	National
49031 - Franklin, KY	37	32.6%	13.1%	9.0%	7.9%	9.9%	27.4%	13.4%	38.8%	39.3%	37.8%	Franklin	Binge Drinking	18.8%	17.4%
53333 - Piquette, MO	37	28.9%	11.7%	6.5%	7.2%	7.8%	18.2%	15.2%	38.3%	35.9%	39.7%	Franklin	Lack of Sleep	40.3%	36.4%
60617 - Chicago, IL	36	27.8%	10.9%	5.3%	7.3%	7.8%	16.9%	17.2%	39.9%	32.6%	41.3%	Cook	Low Physical Activity	28.2%	24.6%
48022 - Lebanon, IN	36	28.2%	11.0%	9.1%	7.8%	9.1%	24.5%	12.1%	33.2%	35.5%	37.3%	Wayne	Smoking	17.9%	14.6%
<b>High Prevalence Threshold (1 Std. Deviation above National Average)</b>	<b>33.2%</b>	<b>11.7%</b>	<b>6.2%</b>	<b>8.4%</b>	<b>10.5%</b>	<b>10.5%</b>	<b>28.5%</b>	<b>15.5%</b>	<b>39.5%</b>	<b>36.2%</b>	<b>39.5%</b>				

(1 Std. Deviation above National Average)

©2025 ARTHUR J. GALLAGHER & CO.

### Appendix: SDOH Impacted

Social Determinants of Health Measurements for Zip Code (3 or more measures crossing threshold = negatively impacted)

Top 20 Zip Codes Negatively Impacted by SDOH	# of Employees	Median Household Income	Unemployed	Receiving Food Stamps	Without Health Insurance	Below Poverty Level	Poor Physical Health	Poor Mental Health
60620 - Chicago, IL	57	\$48,805	8.0%	34.2%	7.2%	21.8%	18.2%	18.1%
63136 - Saint Louis, MO	54	\$49,299	8.9%	19.9%	12.2%	27.2%	13.2%	22.3%
60628 - Chicago, IL	49	\$49,118	9.4%	30.9%	9.8%	24.2%	16.9%	18.1%
48119 - Detroit, MI	43	\$43,882	7.7%	39.4%	6.2%	27.3%	17.7%	21.3%
40215 - Louisville, KY	40	\$42,762	8.9%	30.0%	8.8%	27.7%	19.7%	21.4%
48229 - Detroit, MI	39	\$31,490	8.7%	30.8%	5.9%	31.3%	18.6%	24.0%
46218 - Indianapolis, IN	37	\$34,451	7.4%	20.0%	15.2%	31.4%	18.0%	21.3%
48204 - Detroit, MI	37	\$40,863	9.4%	41.6%	6.7%	32.9%	17.2%	22.8%
60617 - Chicago, IL	36	\$51,237	7.0%	39.1%	10.8%	23.2%	18.5%	17.8%
49031 - Franklin, KY	36	\$45,241	8.2%	32.8%	8.0%	32.8%	18.3%	21.3%
43307 - Columbus, OH	34	\$51,307	4.2%	19.7%	9.9%	19.2%	15.3%	20.7%
48206 - Detroit, MI	34	\$40,612	10.3%	40.5%	9.1%	32.1%	16.9%	21.0%
48227 - Detroit, MI	34	\$36,221	10.0%	44.0%	6.2%	31.2%	18.5%	22.4%
60629 - Chicago, IL	34	\$58,813	6.3%	28.8%	16.2%	19.2%	18.9%	18.8%
60548 - Chicago, IL	34	\$38,077	9.0%	42.5%	12.2%	31.6%	19.2%	21.2%
46224 - Indianapolis, IN	32	\$57,948	5.6%	20.0%	10.0%	16.4%	16.0%	20.3%
46112 - East Chicago, IN	32	\$41,871	4.4%	30.2%	11.1%	27.0%	18.9%	20.7%
48235 - Detroit, MI	32	\$41,011	7.0%	36.8%	7.1%	29.7%	17.2%	23.7%
60618 - Chicago, IL	32	\$40,403	10.3%	35.6%	8.9%	25.9%	15.9%	17.0%
46235 - Indianapolis, IN	31	\$56,490	5.0%	24.5%	11.8%	19.7%	18.2%	21.2%
<b>National Average</b>		\$79,238	3.5%	11.8%	8.4%	12.4%	13.2%	17.6%
<b>Negative Impact Threshold</b>		8.8%	8.10%	8.150%	8.150%	8.150%	8.16.7%	8.16.7%

©2025 ARTHUR J. GALLAGHER & CO.

### Appendix: Rent Disadvantaged

Top 20 Rent Disadvantaged Zip Codes Negatively Impacted by SDOH	County	1 Bedroom Rent Average	# of Employees	Top 20 Rent Disadvantaged Zip Codes Positively Impacted by SDOH	County	1 Bedroom Rent Average	# of Employees
60620 - Chicago, IL	Cook	\$1,590	57	40214 - Louisville, KY	Jefferson	\$1,094	62
63136 - Saint Louis, MO	St. Louis	\$984	47	46203 - Indianapolis, IN	Marion	\$1,097	48
60628 - Chicago, IL	Cook	\$1,560	46	40219 - Louisville, KY	Jefferson	\$1,094	35
48119 - Detroit, MI	Wayne	\$1,000	42	45211 - Cincinnati, OH	Hamilton	\$993	35
40215 - Louisville, KY	Jefferson	\$1,094	37	46150 - Taylor, MI	Wayne	\$1,090	35
48228 - Detroit, MI	Wayne	\$1,090	37	47130 - Jeffersonville, IN	Clark	\$1,094	34
48244 - Detroit, MI	Wayne	\$1,090	37	46410 - Mendenhall, IN	Lake	\$965	30
60617 - Chicago, IL	Cook	\$1,560	35	47150 - New Albany, IN	Floyd	\$1,094	30
48227 - Detroit, MI	Wayne	\$1,090	34	60643 - Chicago, IL	Cook	\$1,560	29
46218 - Indianapolis, IN	Marion	\$1,097	33	40061 - Frankfort, KY	Franklin	\$839	28
40209 - Detroit, MI	Wayne	\$1,090	33	63033 - Florissant, MO	St. Louis	\$964	27
60629 - Chicago, IL	Cook	\$1,560	33	42016 - Louisville, KY	Jefferson	\$1,094	26
60636 - Chicago, IL	Cook	\$1,560	32	42701 - Elizabethtown, KY	Hardin	\$862	26
60619 - Chicago, IL	Cook	\$1,560	32	46324 - Hammond, IN	Lake	\$965	26
46312 - East Chicago, IN	Lake	\$995	31	40208 - Louisville, KY	Jefferson	\$1,094	25
46223 - Indianapolis, IN	Marion	\$1,097	31	46227 - Indianapolis, IN	Marion	\$1,097	29
43307 - Columbus, OH	Franklin	\$1,184	30	43123 - Grove City, OH	Franklin	\$1,184	24
46226 - Indianapolis, IN	Marion	\$1,097	30	41042 - Florence, KY	Boone	\$993	24
40210 - Louisville, KY	Jefferson	\$1,094	29	46052 - Lebanon, IN	Boone	\$1,097	23
48223 - Detroit, MI	Wayne	\$1,090	29	45231 - Cincinnati, OH	Hamilton	\$993	23

©2025 ARTHUR J. GALLAGHER & CO.

### Appendix: Career Stages

Exploration (Under 25)	Establishment (25-34)	Mid-Career (35-44)	Late Career (45-54)	Pre-Retirement (55+)	
Prevalence	4,380 Employees (45% of org.)	1,807 Employees (18% of org.)	1,285 Employees (13% of org.)	1,000 Employees (10% of org.)	1,319 Employees (13% of org.)
Compensation	\$32,011	\$36,125	\$41,654	\$47,638	\$47,288
Median Tenure	2.9 years	2.9 years	4.2 years	8.5 years	18.4 years
Negatively Impacted by SDOH	1,617 (36.9% of exploration)	693 (38.1% of establishment)	433 (33.7% of mid-career)	304 (30.4% of late career)	346 (27.2% of pre-retirement)
Rent Disadvantaged	4,247 (97.0% of exploration)	1,448 (80.1% of establishment)	908 (70.7% of mid-career)	669 (66.9% of late career)	925 (71.0% of pre-retirement)
<b>Life Stage Characteristics</b>	More likely to be single and without dependents	Single or recently married	Potential child dependent needs	Potential child and adult dependent needs	Family dependents lessened
<b>Career</b>	Work environment and corporate culture are important	Job advancement and corporate path options	Work-life balance is important	Professional leadership and mentorship opportunities important	Preparing for transition into retirement
<b>Financial</b>	Unlimited savings	Debt or leaning to manage jobs	Focusing on first home purchase	Potential disruption due to dependent education costs	Focus on steady income during retirement
<b>Engagement Needs</b>	Health guidance, structure and feedback	Seek mentorship aligned with career goals	Prefer summarized and visually appealing information	Prefer practical and factual information targeted to their lifecycle	Prefer peer advice
<b>Age Specific Health Concerns</b>	Injuries	Pregnancy	Chronic conditions: cancer	Chronic conditions: arthritis, cancer, cardiovascular disease, diabetes	Chronic conditions: arthritis, cancer, cardiovascular disease, diabetes, stroke

©2025 ARTHUR J. GALLAGHER & CO.

### Glossary

**Social Determinants of Health (SDOH):** Economic and social factors impacting the health of individuals living nearby. SDOH are closely linked to poverty and infrastructure investment. According to the World Health Organization: "This unequal distribution of health-damaging experiences is not in any sense a 'natural' phenomenon but is the result of a toxic combination of poor social policies, unfair economic arrangements and bad politics."

**High Prevalence of Poor Physical/Mental Health:** High prevalence is defined as a measure that is at least one standard deviation above the national average.

**Rent Disadvantaged Employee:** An employee living in an area where the average rent for a 1-bedroom apartment exceeds 30% of their compensation.

**Background Prevalence (appendix):** The average of each employee's local prevalence for disease and behavior states.

**Positive vs. Negative Impact from Social Determinants of Health:** Those employees identified as negatively impacted by SDOH live in a zip code that meets three or more of the following conditions when compared to the current national average.

Negative Impact Meets Three of the Following	Results from 2023 American Community Survey <sup>8</sup>
Median Household Income ≤ 80%	Median Household Income: \$78,538
Uninsured rate over ≥ 150%	Unemployment rate: 3.3%
Unemployment rate over ≥ 150%	Food stamp/SNAP rate: 11.8%
Food stamp/SNAP rate over ≥ 150%	Uninsured rate: 8.6%
Poverty rate over ≥ 150%	Poverty rate: 12.4%

©2025 ARTHUR J. GALLAGHER & CO.

**Glossary: CDC PLACES Measure Definitions**

Health Outcomes	Definition	Health Status	Definition
Arthritis	Respondents aged ≥ 18 years who report having been told by a doctor, nurse, or other health professional that they had arthritis	Poor Physical Health	Respondents aged ≥ 18 years who report 14 or more days during the past 30 days during which their physical health was not good
Asthma	Weighted number of respondents who answer "yes" to both of the following questions: "Have you ever been told by a doctor, nurse, or other health professional that you have asthma?" and the question "Do you still have asthma?"	Poor Mental Health	Respondents aged ≥ 18 years who report 14 or more days during the past 30 days during which their mental health was not good
Cancer	Respondents aged ≥ 18 years who report ever having been told by a doctor, nurse, or other health professional that they have any other forms (besides skin) of cancer	Prevention	
Coronary Heart Disease	Respondents aged ≥ 18 years who report ever having been told by a doctor, nurse, or other health professional that they had angina or coronary heart disease	Routine Checkup	Respondents aged ≥ 18 years who report having been to a doctor for a routine checkup (e.g., a general physical exam, not an exam for a specific injury, illness, condition) in the previous year
COPD	Respondents aged ≥ 18 years who report ever having been told by a doctor, nurse, or other health professional that they had chronic obstructive pulmonary disease (COPD), emphysema, or chronic bronchitis	Dental Checkup	Respondents aged ≥ 18 years who report having been to the dentist or dental clinic in the previous year
Diabetes	Respondents aged ≥ 18 years who report ever been told by a doctor, nurse, or other health professional that they have diabetes other than diabetes during pregnancy	BP Rx Adherence	Respondents aged ≥ 18 years who report taking medicine for high blood pressure
Depression	Respondents aged ≥ 18 years who report having been told by a doctor, nurse, or other health professional that they had depressive disorder	Health Risk Behaviors	
High Blood Pressure	Respondents aged ≥ 18 years who report ever having been told by a doctor, nurse, or other health professional that they have high blood pressure. Women who were told high blood pressure only during pregnancy and those who were told they had borderline hypertension were not included	Binge Drinking	Adults aged ≥ 18 years who report having five or more drinks (more) or four or more drinks (more) on an occasion in the past 30 days
High Cholesterol	Respondents aged ≥ 18 years who report having been told by a doctor, nurse, or other health professional that they had high cholesterol	Lack of Sleep	Respondents aged ≥ 18 years who report usually getting insufficient sleep (<7 hours for those aged ≥ 18 years, on average, during a 24-hour period)
Obesity	Respondents aged ≥ 18 years who have a body mass index (BMI) ≥ 30.0 kg/m <sup>2</sup> calculated from self-reported weight and height. Exclude the following: • Height: data from respondents measuring < 5' 8" or ≥ 8' • Weight: data from respondents weighing < 60 lbs or ≥ 350 lbs • BMI: data from respondents with BMI < 12 kg/m <sup>2</sup> or ≥ 100 kg/m <sup>2</sup> • Pregnant women	Low Physical Activity	Respondents who answered "no" to the following question: "During the past month, other than your regular job, did you participate in any physical activities or exercises such as running, golfing, gardening, or walking for exercise?"
		Smoking	Respondents aged ≥ 18 years who reported information about cigarette smoking (excluding those who refused to answer, had a missing answer, or answered "don't know/are sure")

©2025 ARTHUR J. GALLAGHER & CO. 13

**Sources**

- U.S. Bureau of Labor Statistics (2022-2023). Current Population Survey. Accessed [2/2025]. <https://www.bls.gov/cps/home.htm>
- U.S. Census Bureau (2023). 2019-2023 American Community Survey 5-year Estimates Data Profiles. [Accessed 2/2025]. <https://data.census.gov/cedsci/>
- Centers for Disease Control and Prevention. (2023). PLACES: Local Data for Better Health. [Accessed 2/2025]. <https://www.cdc.gov/places/>
- Swain, G. (2016). How does economic and social disadvantage affect health? *Focus*, 33(1), 1-8. <https://www.hs-niederrhein.de/economic-and-social-disadvantage-affect-health/>
- 2024 Fair Market Rents. U.S. Department of Housing and Urban Development. Accessed [2/2025]. <https://www.huduser.gov/portal/datasets/fmr.html>
- Commission on Social Determinants of Health (2008). Closing the Gap in a Generation: Health Equity Through Action on the Social Determinants of Health (PDF). World Health Organization. <http://bit.ly/3kxkxw0>
- Social Determinants of Health and Depression among African American Adults: A Scoping Review of Current Research. *PLoS ONE* (Accessed 2/2024)
- Major Depression - National Institute of Mental Health (NIMH) (nih.gov) [Accessed 2/2024]
- 2022 State of Mental Health in America.pdf (mhafoundation.org) [Accessed 2/2024]
- National Cancer Institute Cancer Statistics (<https://www.cancer.gov/about-cancer/understanding/statistics>) [Accessed 11/2024]
- National Cancer Institute Surveillance, Epidemiology, and End Results Program (<https://seer.cancer.gov/>) [Accessed 11/2024]

©2025 ARTHUR J. GALLAGHER & CO. 14

## Recommendations

# Renewal Planning

## 2026 Recommended Renewal Approach

### Plan Design Changes

- Continue to Monitor and evaluate 2025 Plan Design Changes

### Projects

- Review Consulting Agreement
- Revamp Communications
- Explore Spousal Surcharge
- Decision Support Tool
- Dental Network Review

### Marketing Strategy

- Medical
  - Fully Insured, Level Funded & Self Funded
- Ancillary and Work Site Benefits

### Programs to Introduce

- Explore and Evaluate Cost Containment Programs/Vendors
- Evaluate and Define Wellbeing Program (In conjunction with Carrier Credits)



31 The information contained herein is subject to the disclosures and disclaimers on the Disclaimers page of this presentation.

AJG.com

©2025 ARTHUR J. GALLAGHER & CO.

# Employee Education & Communication

**It's simple. When employees understand what is offered, they are more likely to pay for "benefits" rather than "insurance products."**

Customized, real-time and up-to-date communications for employers and employees to span the entire workforce life cycle — from hire to retire.

Brite serves as a virtual HR assistant providing employers and employees with the customized information they need, when they need it.

Key benefits include:

- ▶▶▶ System Agnostic
- ▶▶▶ Completely Customizable
- ▶▶▶ Lightning-fast Launch
- ▶▶▶ Auto-translation
- ▶▶▶ Continuous Education
- ▶▶▶ Live Analytics
- ▶▶▶ Reduced Administrative Costs



Scan the QR code for a demo of the Brite communications platform

### Better Experience = Better Enrollment

- 24% Medical Enrollment Shift
- 40% increase in Ancillary Products
- Simplified Open Enrollment Season



©2025 ARTHUR J. GALLAGHER & CO.

32

32

## Renewal Summary Report



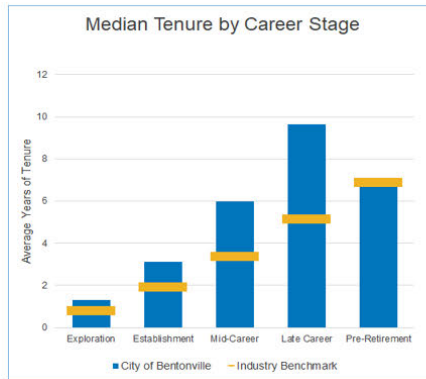
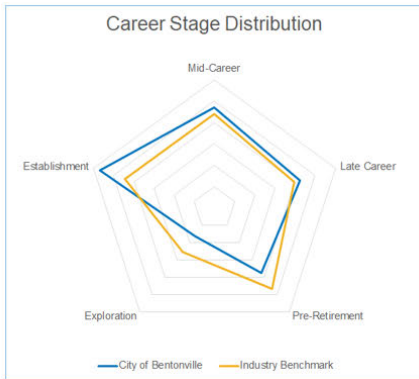
### 2025 Renewal and Marketing Recap

Line of Coverage	Carrier	Renewal Date	Notes	Marketing (Y/N)
Medical	BCBS AR	01/01/2025	11.8% Increase	Y
Dental	Delta Dental	01/01/2025	9% Increase	Y
Vision	BCBS AR	01/01/2025	0% Increase	Y
Basic Life	Metlife	01/01/2025	0% Increase	
Voluntary Life	Metlife	01/01/2025	0% Increase	
Short Term Disability	Metlife	01/01/2025	0% Increase	
Long Term Disability	Metlife	01/01/2025	0% Increase	
Accident	Metlife	01/01/2028	Under Rate Guarantee	
Critical Illness	Metlife	01/01/2028	Under Rate Guarantee	
Hospital Indemnity	Metlife	01/01/2028	Under Rate Guarantee	

# Gallagher Drive



## Career Stages



Career stage distribution should be considered when developing human capital strategies

- Comparing your career stage distribution to industry benchmarks can provide actionable insight into both current and future issues
- High concentrations of Late Career and Pre-Retirement stages will increase the likelihood of age-related chronic conditions, cancer and increased Rx utilization
- Benefits design, compensation, succession planning, recruitment and training are all important aspects of maintaining a healthy career stage distribution

Industry Benchmark: National Average<sup>1</sup>

Career Stages	Exploration (Under 25)	Establishment (25-34)	Mid-Career (35-44)	Late Career (45-54)	Pre-Retirement (55+)
# of Employees	58	208	172	155	137
Career Stage Distribution Company (Industry Benchmark)	8% (13%)	28% (22%)	24% (22%)	21% (20%)	19% (23%)
Median Tenure in years Company (Industry Benchmark)	1.3 (0.8)	3.1 (1.9)	6.0 (3.4)	9.6 (5.2)	6.7 (6.9)

	City of Bentonville	Industry Benchmark
Median Age	39.0	42.1
65 and Older Prevalence	3.8%	6.8%
Median Tenure	4.3 years	3.9 years
Female Prevalence	26.4%	46.9%

©2025 ARTHUR J. GALLAGHER & CO.



## Compensation

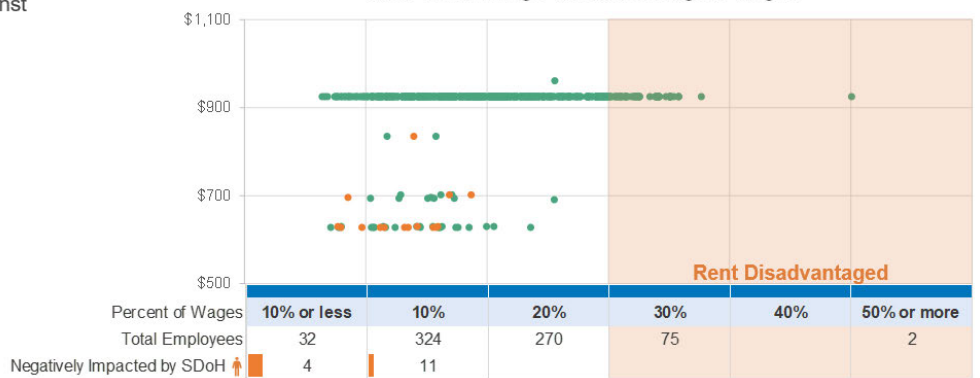
<sup>1</sup>ID = Insufficient Data

In what follows, we examine topical data points that are good indicators of whether a full compensation study is necessary.

- Wages by career stage and gender can help indicate if your compensation strategy is skewed towards a specific group.
- The 30% rule advises individuals to spend 30% or less of their gross income on housing costs. The exhibit below indexes each employee's compensation against the average rent for a 1-bedroom apartment in their county.

Career Stage	Average Wage	Age Range	Number Male	Number Female	Average Wage Male	Average Wage Female
Exploration	\$40,714	<25	40	18	\$ 41,355	\$ 39,290
Establishment	\$52,920	25-34	169	39	\$ 54,241	\$ 47,196
Mid-Career	\$65,722	35-44	139	32	\$ 69,092	\$ 51,083
Late Career	\$71,061	45-54	106	48	\$ 76,103	\$ 59,924
Pre-Retirement	\$63,014	55+	65	47	\$ 70,885	\$ 52,129
<b>Company</b>	<b>\$60,609</b>	<b>All</b>	<b>519</b>	<b>184</b>	<b>\$ 63,775</b>	<b>\$ 51,679</b>

Local Rent Average<sup>5</sup> as a Percentage of Wages



**11%**  
(77 employees)  
Employees with rent disadvantage

**0%**  
Rent disadvantaged employees negatively impacted by SDoH

©2025 ARTHUR J. GALLAGHER & CO.

# Mental Health

Depression in the United States (US) is increasing across all races and ethnicities and is attributed to multiple social determinants of health (SDOH).<sup>7</sup> Depression affects how you feel, think and behave and can lead to a variety of emotional and physical problems. Clinical and epidemiologic evidence shows the risk for depression is higher among those who suffer from chronic illnesses.

- Unfortunately, an estimated 39% U.S. adults aged 18 or older with a major depressive episode did not receive treatment.<sup>8</sup>
- And of the 15.08% of youth who experienced a major depressive episode, only 40% received mental health treatment.<sup>9</sup>

Regardless of how many of your employees live in areas with high rates of depression, it has become increasingly important for employers to support and provide mental health resources to their employees. Recommended actions:

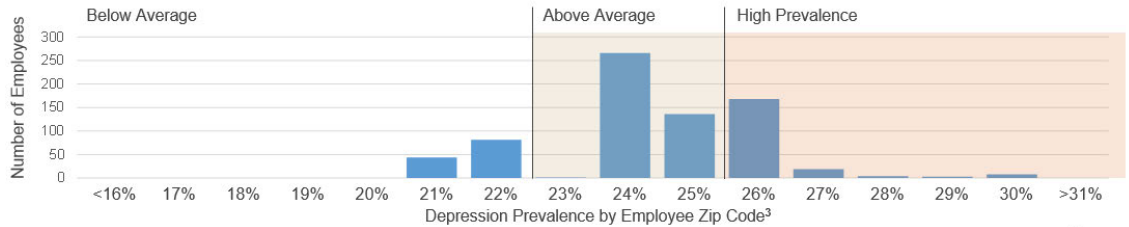
Career Stage	Age Range	# (%) High Prevalence
Exploration	<25	18 (31%)
Establishment	25-34	61 (29%)
Mid-Career	35-44	56 (33%)
Late Career	45-54	39 (25%)
Pre-Retirement	55+	28 (20%)
<b>Company</b>	<b>All</b>	<b>202 (28%)</b>

At a minimum	Best Practice
Managers trained in how to recognize and support employees in emotional distress	Required training for all manager/supervisors to be comfortable in talking about mental health issues and to increase their awareness, and their ability to effectively discuss available resources
EAP resources and adequate communication on how to access	Incorporates communication strategies that decrease the stigma associated with EAP use. Including department meetings and education on the work life support services available to employees and their family members (beyond mental health)
A culture that celebrates honesty and empathy around mental health	Uphold a policy for mental health support, making sure that mental health is discussed throughout the organization

**202**

Employees live in an area with a high prevalence of depression

**(96 more than expected)<sup>3</sup>**



©2025 ARTHUR J. GALLAGHER & CO.

6

# Cancer

An estimated 2,001,140 new cases of cancer will be diagnosed in the United States in 2024<sup>10</sup>

- The most common cancers (in descending order) in 2024 are breast, prostate, lung, colorectal and melanoma
- Prostate, lung, and colorectal cancers account for an estimated 48% of all cancers diagnosed in men
- For women, the three most common cancers are breast, lung, and colorectal, accounting for an estimated 51% of all new cancer diagnoses in women

### Recommended Actions

- Provide reasonable work flexibility for employees in treatment or those in caregiving roles (employees are commonly able to remain on the job)
- Familiarize managers with the requirements of the Americans with Disabilities Act (ADA) as they relate to accommodations for employees with cancer
- Provide access to and promote the value of expert medical / second opinions to ensure employees have accurate diagnoses and appropriate treatment plans
- Leverage data and analytics to identify your opportunities to increase prevention and screening, ongoing care management, and access to mental health, financial & caregiver resources

2025 Age / Sex Projected Cancer Diagnoses (Employees)<sup>11</sup>

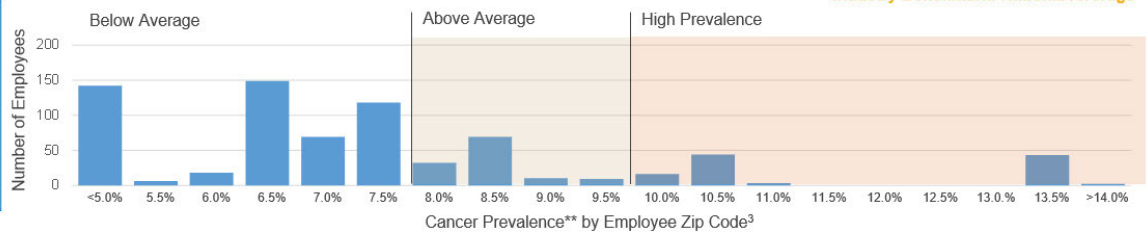
Career Stage	Employees	Incidence* Per 100,000 (Industry Benchmark)	Enrollment Adjusted
Exploration <25	58	56.1 (52.9)	0.0
Establishment 25-34	208	59.4 (79.8)	0.1
Mid-Career 35-44	172	120.5 (164.1)	0.2
Late Career 45-54	155	444.8 (448.1)	0.7
Pre-Retirement 55+	137	1,174.5 (1,223.7)	1.6
<b>Company</b>	<b>730</b>	<b>364.6 (434.0)</b>	<b>2.7</b>

Industry Benchmark: National Average<sup>1</sup>

**107**

Employees live in an area with a high prevalence of cancer

**(18 more than expected)<sup>3</sup>**



\*Incidence rates are specific to new diagnoses in a 12-month period

\*\*Prevalence represents the percentage of residents in a zip code that have ever been diagnosed with cancer (high prevalence is 1 std deviation above the national average)

©2025 ARTHUR J. GALLAGHER & CO.

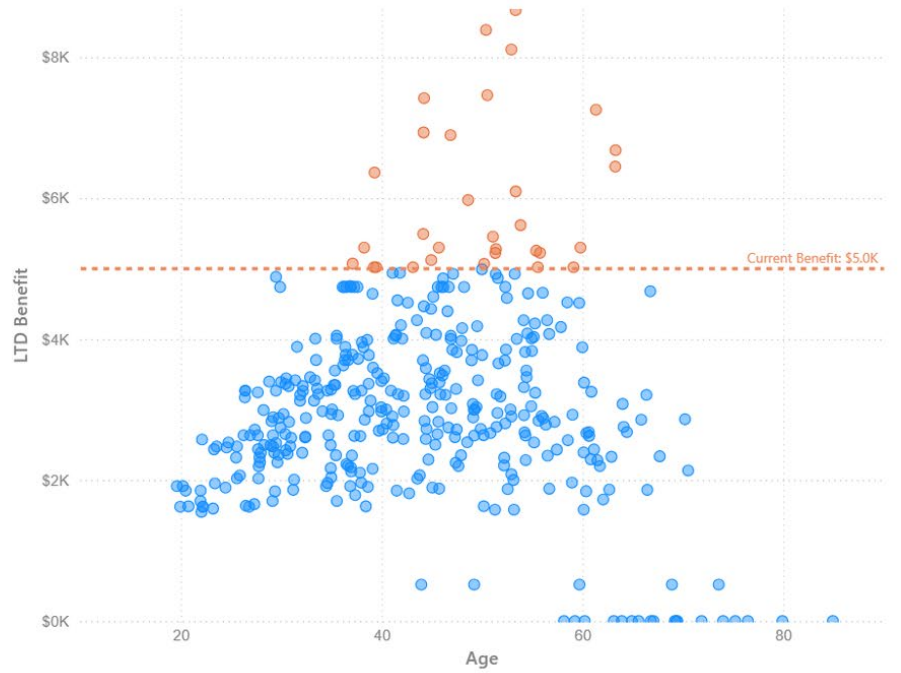
7

## ☰ Long Term Disability

### Plan Coverage Gap Analysis

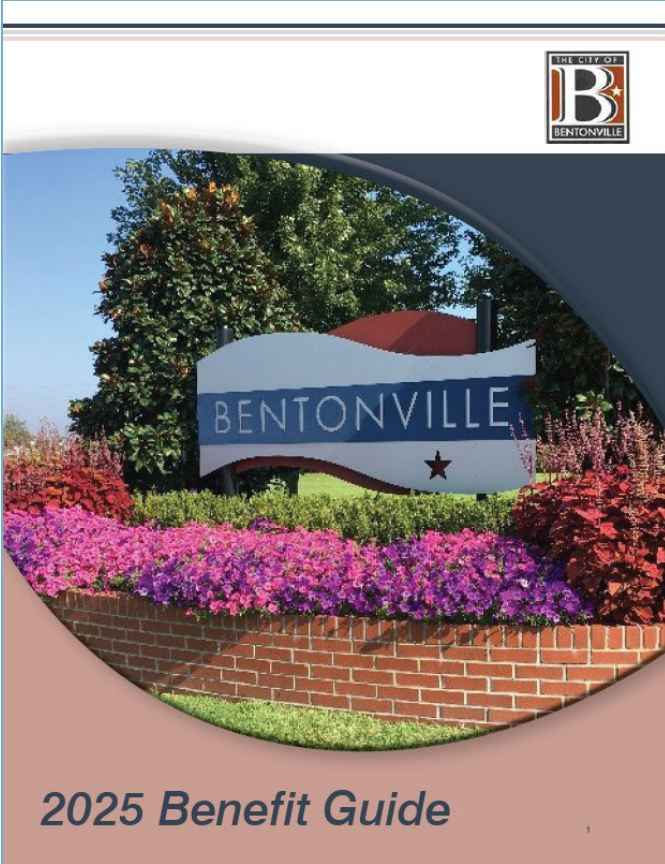
#### Key Insights

- 8% of the workforce or 31 employees are under insured on the LTD plan
- Increasing monthly maximum benefit from **\$5,000** to **\$10,000** will reduce under insured to 0% of the population
- Consider individual disability for the highest earners currently receiving just **34.6%** income replacement compared to the **60%** target benefit



# Communications

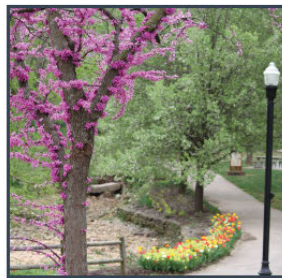
## Employee Benefits Guide



2025 Benefit Guide

Table of Contents

Benefit Overview	3	<b>Mission Statement</b>
Making Changes to your Benefits	4	The mission of Bentonville City Government is to preserve, promote and sustain an excellent quality of life within our city. In partnership with the community, we pledge to deliver municipal services in a professional, personal, responsive manner.
Medical Benefits	5	<b>Values</b>
Health Savings Account (HSA)	10	
Limited Purpose FSA & Dependent Care Account	10	» Citizens as customers, deserving the highest quality of services delivered by a local government.
Dental Benefits	11	» An open, accessible government, where citizen involvement, individually and collectively, is vital.
Vision Benefits	12	» People as our most important resource.
Group Life and Accidental Death & Dismemberment (AD&D) Insurance	13	» Public Safety for all citizens.
Voluntary Life and Accidental Death & Dismemberment (AD&D) Insurance	14	» A community that strives for beauty and cleanliness.
Long-Term Disability (LTD)	16	» Fairness, integrity and trust as essential qualities of ethical governance.
Voluntary Short-Term Disability (STD)	17	» Responsibility and accountability.
Voluntary Benefits Available	18	» Taking pride and achieving the highest quality in all we do.
457(b) Plan	19	» Encouragement of progressive thinking through employee involvement and teamwork.
Employee Assistance Plan (EAP)	20	» Positive liaisons with local government organizations.
Pet Insurance	21	» Achievement of a positive solution to every problem.
Contact Information	22	



- Human Resource Values**
- » Promote honesty, integrity, and trust in all we do.
  - » Celebrate diversity of thoughts, experiences and backgrounds.
  - » Encourage open communication and strive for transparency and inclusiveness.
  - » Focus on our customers, anticipating their needs and exceeding expectations.
  - » Embrace change and innovation to support continuous improvement.
  - » Champion employee development to maximize potential and support career growth and advancement.
  - » Lead by example and advocate equitable treatment in our policies and practices.

This document is an outline of the coverage provided under your employer's benefit plans based on information provided by your company. It does not include all the terms, coverage, exclusions, limitations, and conditions contained in the official Plan Document, applicable insurance policies and contracts (collectively, the "plan documents"). The plan documents themselves must be read for those details. The intent of this document is to provide you with general information about your employer's benefit plans. It does not necessarily address all the specific issues which may be applicable to you. It should not be construed as, nor is it intended to provide, legal advice. To the extent that any of the information contained in this document is inconsistent with the plan documents, the provisions set forth in the plan documents will govern in all cases. If you wish to review the plan documents or you have questions regarding specific issues or plan provisions, you should contact your Human Resources/Benefits Department.

## 2025 Benefit Guide

### Benefit Overview

City of Bentonville is proud to offer a comprehensive benefits package to eligible, full-time employees who work 30 hours per week. The complete benefits package is briefly summarized in this booklet. You will receive plan booklets, which give you more detailed information about each of these programs.

You share the costs of some benefits (Medical, Dental, Vision), and City of Bentonville provides other benefits at no cost to you (Group Life, AD&D, Long-Term Disability). In addition, there are voluntary benefits with reasonable group rates that you can purchase through City of Bentonville payroll deductions.

#### Benefit Plans Offered

- » Medical
- » Health Savings Account (HSA)
- » Limited Purpose FSA
- » Dependent Daycare Account
- » Dental
- » Vision
- » Group Life and Accidental Death & Dismemberment (AD&D)
- » Voluntary Life Accidental Death & Dismemberment (AD&D)
- » Long-Term Disability
- » Short-Term Disability
- » Accident
- » Critical Illness
- » Hospital Indemnity
- » Pet Insurance
- » Employee Assistance Program (EAP)
- » 457(b) Plan

#### Eligibility

You and your dependents are eligible for City of Bentonville benefits on the first of the month following 30 days of employment. Eligible dependents are your spouse, children under age 26, disabled dependents of any age, or City of Bentonville eligible dependents. Elections made now will remain until the next open enrollment unless you or your family members experience a qualifying event. If you experience a qualifying event, you must contact Human Resources within 30 days.



### 2025 Benefit Guide

#### Making Changes to your Benefits

Current employees are able to change their benefits during the City's annual Open Enrollment or if they experience a qualifying event as defined by the IRS.

#### Annual Benefits Enrollment

The City has an annual enrollment period in the fall. This is the time in which all employees may review and make changes to their benefits. You may add, change or terminate coverage under any particular plan at that time. The changes will go into effect during the next plan year, which runs 1/1 through 12/31.

#### Qualifying Events

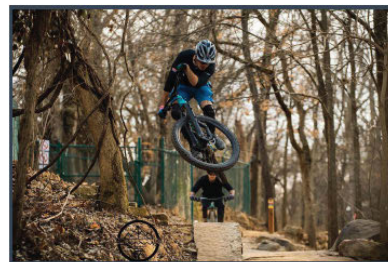
The IRS imposes regulations on group plans that govern the circumstances under which coverage to your benefit elections can be made. These events are referred to as a "Qualifying Event."

Each of the status changes listed below can be a qualifying event that will allow or require you to make changes to your benefits. Please remember, it is important for you to immediately notify your HR Department if you have a change in family status such as:

- » You become married or divorced.
- » You have a new child either by birth or adoption.
- » Your spouse experiences a job change (gain or loss of employment or increase or reduction in hours).
- » You have a dependent no longer eligible for benefits due to age or other eligibility status.
- » You or your dependent experiences a loss of coverage under a Medicaid plan under Title XIX of the Social Security Act.
- » Your dependent experiences a loss of coverage under State Children's Health Insurance Program (SCHIP) under Title XXI of the Social Security Act (ARKKids First).
- » You or your dependent becomes eligible for group health plan premium assistance under Medicaid or SCHIP (ARKKids First).

When you give notice of a qualifying event to your Benefits Administrator, your situation is evaluated to determine what changes, if any, can or should be made.

Enrollment changes are possible only within a limited time frame after the event. Failure to provide timely notification of status changes can leave you or your family members ineligible for our group benefits and may create unnecessary financial hardships on you. Therefore, please report these qualifying events as soon as you have knowledge of them and Human Resources will assist you. All changes to benefits are effective the first of the month following the date of the event, unless the date falls on the first of the month. In that case benefits are effective that day. Newborns' benefits are effective on the date of birth.



**Medical Benefits**

Administered by BlueCross BlueShield | arkansasbluecross.com | 800.238.8379

**Cost shared with City of Bentonville**

Comprehensive and preventive healthcare coverage is important in protecting you and your family from the financial risks of unexpected illness and injury. A little prevention usually goes a long way—especially in healthcare. Routine exams and regular preventive care provide an inexpensive review of your health. Small problems can potentially develop into large expenses. By identifying the problems early, often they can be treated at little cost.

Comprehensive healthcare also provides peace of mind. In case of an illness or injury, you and your family are covered with an excellent medical plan through City of Bentonville.

City of Bentonville offers you a HDHP w/HSA plan.

2025 BCBS of AR \$3500 HSA		
In-Network		
Medical Calendar Year Deductible	\$3,500 per person; \$7,000 family	
Coinsurance (amount you pay after annual deductible is met)	0% In-Network	
Medical Calendar Year Out-Of-Pocket Maximum	\$3,500 individual; \$7,000 family	
<b>PHYSICIAN VISITS</b>		
Primary Care	0% coinsurance after deductible	
Specialist	0% coinsurance after deductible	
Urgent Care	0% coinsurance after deductible	
Emergency Room	0% coinsurance after deductible	
Preventive Care	No charge	
Service Type**	Your Cost In-Network Coinsurance	Your Cost Out-of-Network Coinsurance
<b>PROFESSIONAL SERVICES</b>		
Primary Care Physician Visit	0%	20%
Specialty Physician Visit (Coinsurance may apply to additional services)	0%	20%
Adult Wellness (deductible does not apply in network)	0%	20%
Children's Preventive Health Services (deductible does not apply in-network) immunizations covered 100%	0%	20%
Professional Fees for Inpatient Surgical and Medical Services	0%	20%
Professional Fees for Outpatient Surgical and Medical Services	0%	20%
<b>HOSPITAL AND OTHER MEDICAL FACILITY SERVICES</b>		
Hospital Visit (Inpatient)	0%	20%
Hospital (Outpatient) Includes Surgery, Diagnostics and Therapeutic Care	0%	20%
Emergency Room Visit	0%	0%
Maternity And Obstetrics	0%	20%
<b>OTHER SERVICES</b>		
Durable Medical Equipment	0%	20%
Diabetic Supplies	0%	20%

5

**2025 Benefit Guide**

Service Type**	Your Cost In-Network Coinsurance	Your Cost Out-of-Network Coinsurance
Mental Health**	0%	20%
Therapeutic Services Physical and Occupational** Chiropractic	0%	20%
Speech**	0%	20%
Ambulance Services Ground: Up to \$1,000 Per Trip Air: Up to \$5,000 Per Trip	0%	0%
Retail Pharmacy Standard with Step w/Prev Rx Subject to Deductible	0%	Non-covered

\*\*Additional fees may apply. Please check your Benefit Certificate.  
 \*\*\*Prior approval required for durable medical equipment that exceeds \$3,000.

**Embedded Deductible:** All individual deductible amounts will count toward the family deductible, but an individual will not have to pay more than the individual deductible amount.

Prescriptions	
Retail (30-day supply)	All tiers: 0% coinsurance after deductible
Mail Order (100-day supply)	Covered; After deductible covers up to a 30-day supply (retail subscription); Mail order is covered.

	Bi-Weekly Cost	
	Employee	City of Bentonville
Employee	\$23.87	\$193.11
Employee + Spouse	\$54.18	\$438.37
Employee + Child(ren)	\$42.49	\$343.74
Family	\$69.42	\$561.64



6

**Medical Benefits**

Administered by BlueCross BlueShield | arkansasbluecross.com | 800.238.8379

**Cost shared with City of Bentonville**

2025 BCBS of AR \$1650 HSA		
In-Network		
Medical Calendar Year Deductible	\$1,650 per person; \$3,300 family	
Coinsurance (amount you pay after annual deductible is met)	0% In-Network	
Medical Calendar Year Out-Of-Pocket Maximum	\$1,650 individual; \$3,300 family	
<b>PHYSICIAN VISITS</b>		
Primary Care	0% coinsurance after deductible	
Specialist	0% coinsurance after deductible	
Urgent Care	0% coinsurance after deductible	
Emergency Room	0% coinsurance after deductible	
Preventive Care	No charge	
Service Type**	Your Cost In-Network Coinsurance	Your Cost Out-of-Network Coinsurance
<b>PROFESSIONAL SERVICES</b>		
Primary Care Physician Visit	0%	20%
Specialty Physician Visit (Coinsurance may apply to additional services)	0%	20%
Adult Wellness (deductible does not apply in network)	0%	20%
Children's Preventive Health Services (deductible does not apply in-network) immunizations covered 100%	0%	20%
Professional Fees for Inpatient Surgical and Medical Services	0%	20%
Professional Fees for Outpatient Surgical and Medical Services	0%	20%
<b>HOSPITAL AND OTHER MEDICAL FACILITY SERVICES</b>		
Hospital Visit (Inpatient)	0%	20%
Hospital (Outpatient) Includes Surgery, Diagnostics and Therapeutic Care	0%	20%
Emergency Room Visit	0%	0%
Maternity And Obstetrics	0%	20%
<b>OTHER SERVICES</b>		
Durable Medical Equipment	0%	20%
Diabetic Supplies	0%	20%

City of Bentonville 7

**2025 Benefit Guide**

Prescriptions	
Retail (30-day supply)	All tiers: 0% coinsurance after deductible
Mail Order (100-day supply)	Covered; After deductible covers up to a 30-day supply (retail subscription); Mail order is covered.

	Bi-Weekly Cost	
	Employee	City of Bentonville
Employee	\$64.33	\$192.99
Employee + Spouse	\$146.03	\$438.08
Employee + Child(ren)	\$114.51	\$343.51
Family	\$187.09	\$561.27

2025 BCBS of AR \$4,000 HDHP		
In-Network		
Medical Calendar Year Deductible	\$4,000 per person; \$8,000 family	
Coinsurance (amount you pay after annual deductible is met)	20% In-Network	
Medical Calendar Year Out-Of-Pocket Maximum	\$6,650 individual; \$13,300 family	
<b>PHYSICIAN VISITS</b>		
Primary Care	20% coinsurance after deductible	
Specialist	20% coinsurance after deductible	
Urgent Care	20% coinsurance after deductible	
Emergency Room	20% coinsurance after deductible	
Preventive Care	No charge	
Service Type**	Your Cost In-Network Coinsurance	Your Cost Out-of-Network Coinsurance
<b>PROFESSIONAL SERVICES</b>		
Primary Care Physician Visit	20%	40%
Specialty Physician Visit (Coinsurance may apply to additional services)	20%	40%
Adult Wellness (deductible does not apply in network)	100% Covered	40%
Children's Preventive Health Services (deductible does not apply in-network) immunizations covered 100%	100% Covered	40%
Professional Fees for Inpatient Surgical and Medical Services	20%	40%
Professional Fees for Outpatient Surgical and Medical Services	20%	40%
<b>HOSPITAL AND OTHER MEDICAL FACILITY SERVICES</b>		
Hospital Visit (Inpatient)	20%	20%
Hospital (Outpatient) Includes Surgery, Diagnostics and Therapeutic Care	20%	40%
Emergency Room Visit	20%	20%
Maternity And Obstetrics	20%	40%
<b>OTHER SERVICES</b>		
Durable Medical Equipment	20%	40%
Diabetic Supplies	20%	40%

8

2025 Benefit Guide

Cost shared with City of Bentonville		
2025 BCBS of AR \$4,000 HDHP		
Service Type**	Your Cost In-Network Coinsurance	Your Cost Out-of-Network Coinsurance
Mental Health**	20%	40%
Therapeutic Services Physical and Occupational** Chiropractic	0%	20%
Speech**	0%	20%
Ambulance Services Ground: Up to \$1,000 Per Trip Air: Up to \$5,000 Per Trip	0%	0%
Retail Pharmacy Standards with Step w/Prev Rx Subject to Deductible	0%	Non-covered
Prescriptions		
Retail (30-day supply)	All tiers: 20% coinsurance after deductible	
Mail Order (100-day supply)	Covered; After deductible covers up to a 30-day supply (retail subscription); Mail order is covered.	
Bi-Weekly Cost		
	Employee	City of Bentonville
Employee	\$0	\$184.82
Employee + Spouse	\$46.15	\$373.40
Employee + Child(ren)	\$36.19	\$292.80
Family	\$59.13	\$478.40

9

2025 Benefit Guide

Health Savings Account (HSA)

Administered by CAS I consolidatedadmin.com | 877.941.5956

Employee elects pre-tax contributions

- > Account for defraying the cost of medical, dental, and vision expenses not covered by your insurance with "pre-tax" dollars
- > A savings account that you can keep into retirement
- > Annual maximum contribution \$4,300 individual, \$8,550 family

City of Bentonville Contributions**	Employee Only	Family
\$1650 HDHP	\$600	\$1,000
\$3500 HDHP	\$1,200	\$2,000
\$4000 HDHP	\$1,350	\$2,200

\*\*Amount prorated if added later in year

Download the CAS mobile app

Search for [Consolidated Admin Services](#) in the App Store or Google Play. Click "Forgot Password" -- Complete Setup and Security Question process.

User ID: First name initial, last name, and last four digits of your Social Security Number. Example: jdoe1234

Limited Purpose FSA

Administered by CAS I consolidatedadmin.com | 877.941.5956

- Available with Health Savings Account
- \$3,300 Annual Maximum Contribution Limit
- Dental and Vision Expenses Only

Dependent Care Account

Administered by CAS I consolidatedadmin.com | 877.941.5956

- \$5,000 Annual Contribution Limit



10

Dental Benefits

Administered by Delta Dental I delatadental.com | 800.462.5410

Cost shared with City of Bentonville

Good oral care enhances overall physical health, appearance and mental well-being. Problems with the teeth and gums are common and easily treated health problems. Keep your teeth healthy and your smile bright with the City of Bentonville dental benefit plan.

Benefit Summary	
In-Network	
Calendar year deductible	\$50 per person
Calendar year maximum benefit	\$2,000 per person
Preventive services	No charge
Minor / Basic services	20% coinsurance
Major services	50% coinsurance
Orthodontic services (children through 19 years of age)	50% coinsurance \$1,000 lifetime maximum

Carryover Benefit: If at least one covered service is applied toward your maximum benefit in a benefit year and the total benefit paid does not exceed \$499 in that benefit year, up to \$250 will carry over to the next benefit year's maximum payment. This carryover amount will accumulate from one benefit year to the next, but will not exceed \$1,000.

Bi-Weekly Cost (Shared with City of Bentonville)		
	Employee	City of Bentonville
Employee	\$2.69	\$15.22
Employee + Spouse	\$5.37	\$30.46
Employee + Child(ren)	\$6.18	\$35.01
Family	\$7.40	\$41.93



11

2025 Benefit Guide

Vision Benefits

Administered by VSP I www.vsp.com | 800.877.7195

Paid by Employee

Regular eye examinations can not only determine your need for corrective eyewear but also may detect general health problems in their earliest stages. Protection for the eyes should be a major concern to everyone.

Benefit Summary	
In-Network	
Annual Eye Exam	\$10 copay
<b>MATERIALS</b>	
Other In-Network Providers	\$15 copay
<b>FRAMES (EVERY 12 MONTHS)</b>	
Other In-Network Providers	Up to \$130 allowance
<b>LENSES (EVERY 12 MONTHS)</b>	
Other In-Network Providers	\$15 copay
Contact Lenses (every 12 months)	\$130 allowance in lieu of glasses

Bi-Weekly Cost		
	Employee	City of Bentonville
Employee	\$3.64	\$0.64
Employee + Spouse	\$7.28	\$1.28
Employee + Child(ren)	\$7.79	\$1.38
Family	\$12.45	\$2.20



12

**Group Life and Accidental Death & Dismemberment (AD&D) Insurance**  
 Insured by MetLife | www.metlife.com | 800.638.5433

**Paid by City of Bentonville**

Life insurance provides financial security for the people who depend on you. Your beneficiaries will receive a lump sum payment if you die while employed by City of Bentonville.

Accidental Death and Dismemberment (AD&D) insurance provides payment to you or your beneficiaries if you lose a limb or die in an accident.

- » Employee benefit is \$25,000
- » Benefit amount reduces to 65% at age 65 and to 50% at age 70
- » Benefit will terminate upon retirement

Coverage Details	Benefit Amount
Basic Life	\$25,000
Guaranteed Issue Amount	\$25,000
<b>LIFE AGE REDUCTION</b>	
Age 65, but less than 70	65%
Age 70 and over	50%
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>	
Principal Sum	100% of Life Insurance Benefit
Accidental Death	Based on Accidental Death Benefit amount as shown in the Schedule of Benefits in the certificate
Accidental Dismemberment	
<b>AD&amp;D AGE REDUCTION</b>	
Age 65, but less than 70	65%
Age 70 and over	50%

Basic Life Features	Benefit Amount
Accelerated Death Benefit	80% up to \$500,000
Waiver of Premium on Disability	Total Disability Prior to Age 60 Any Occupation 6 Month Elimination Period Terminates at age 70

AD&D Features	Benefit Amount
Common Carrier Benefit	100% of Full Amount
Seatbelt	Benefit can be increased by 10% of the full amount
Airbag	5% up to \$10,000



13

2025 Benefit Guide

**Voluntary Life and Accidental Death & Dismemberment (AD&D) Insurance**  
 Insured by MetLife | www.metlife.com | 800.638.5433

**Paid by Employee**

You may purchase life and AD&D insurance in addition to the company-provided coverage. You may also purchase life and AD&D insurance for your dependents if you purchase additional coverage for yourself.

- » Benefit varies for the employee, spouse, and child(ren). Spouse rates based on employee's age.
  - Employee: \$10,000-\$500,000 in increments of \$10,000; cannot exceed 5 times your basic annual earnings; \$150,000 guaranteed issue
  - Spouse: \$5,000-\$250,000 in increments of \$5,000; cannot exceed 50% of employee's benefit amount; \$50,000 guaranteed issue
  - Child(ren)
    - » Child Under 15 days: \$100
    - » Child 15 days to 6 months old: \$1,000
    - » Child more than 6 months old: Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000.
- » AD&D is not available without Life enrollment

Guarantee Issue (GI) GI is only available to new hires. If you choose above the GI (\$150,000 for employee), you will be required to complete an Evidence of Insurability (EOI) form. EOI is also required to increase or add coverage.

Coverage Details	Benefit Amount
<b>Employee</b>	
Voluntary Life	\$10,000 to \$500,000 in \$10,000 increments, not to exceed 5x Basic Annual Earnings
Life Plan Maximum	\$500,000
Guaranteed Issue Amount	\$150,000
<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>	
Principal Sum	100% of Life Insurance Benefit
Accidental Death	Based on Accidental Death Benefit amount as shown in the Schedule of Benefits in the certificate
Accidental Dismemberment	
AD&D Plan Maximum	\$500,000
<b>Spouse</b>	
Voluntary Spouse Life Insurance Benefit Amount	\$5,000 to \$250,000 in increments of \$5,000 not to exceed 50% of employee amount
Spouse Guaranteed Issue Amount	\$50,000
<b>SPOUSE LIFE AGE REDUCTION</b>	
Age 65, but less than 70	65%
Age 70 and over	50%
<i>Reduction follows insured employee's age</i>	
<b>Dependent Child up to 26 years</b>	
<b>VOLUNTARY CHILD LIFE INSURANCE BENEFIT AMOUNT</b>	
Child Under 15 days	\$100
Child 15 days to 6 months old	\$1,000
Child more than 6 months old	Options of \$1,000, \$2,000, \$4,000, \$5,000 or \$10,000
<b>CHILD ACCIDENTAL DEATH &amp; DISMEMBERMENT (AD&amp;D)</b>	
Principal Sum	100% of Life Insurance Benefit Based on Accidental Death Benefit amount as shown in the Schedule of Benefits in the certificate.

14

Voluntary Life Features	Benefit Amount
Accelerated Death Benefit	80% up to \$500,000
Waiver of Premium on Disability	Total Disability Prior to Age 60 Any Occupation 6 Month Elimination Period Terminates at age 70
<b>AD&amp;D Features</b>	
Common Carrier Benefit	100% of Full Amount
Seatbelt	Benefit can be increased by 10% of the full amount
Airbag	5% up to \$10,000

Cost Summary for Voluntary Life and AD&D	Monthly Rate per \$1,000
<30	\$0.099
30-34	\$0.115
35-39	\$0.123
40-44	\$0.157
45-49	\$0.218
50-54	\$0.309
55-59	\$0.455
60-64	\$0.608
65-69	\$1.094
70+	\$1.745

Cost Summary for Dependent Life and AD&D	Monthly Rate per \$1,000
Children	\$0.143
<b>Spouse</b>	
<30	\$0.099
30-34	\$0.115
35-39	\$0.123
40-44	\$0.157
45-49	\$0.218
50-54	\$0.309
55-59	\$0.455
60-64	\$0.608
65-69	\$1.094
70+	\$1.745

15

2025 Benefit Guide

**Long-Term Disability (LTD)**  
 Insured by MetLife | www.metlife.com | 800.638.5433

**Paid by City of Bentonville**

- » Plan pays 60% of your monthly earnings in the event of a disability
- » \$5,000 maximum monthly benefit
- » Benefit payments begin on the 181st day of disability

**Class 1 and 2**

**Class Definition:**

- » Class 1: All Active Full-Time Fire Chiefs, Assistant Fire Chiefs, Fire Captains, Fire Inspectors, Firefighters and Firefighter or Engineers working at least 30 hours per week.
- » Class 2: All Active Full-Time Captains, Police Chiefs, Police Corporals, Police Lieutenants, Police Sergeants and Police Officers working at least 30 hours per week.

Benefit Plan and Features	Benefit Amount
Monthly Benefit <sup>1</sup>	60% of pre-disability earnings <sup>1</sup>
Maximum Monthly Benefit <sup>2</sup>	\$5,000
Minimum Monthly Benefit	\$100
Elimination Period <sup>3</sup>	180 days
Maximum Benefit Duration	Lesser of RBD or 5 yrs

<sup>1</sup>Pre-disability Earnings means your regular monthly rate of pay, not counting Commissions, Bonuses, Tips and Tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date immediately prior to the date You became Disabled.

<sup>2</sup>Reduced by other income benefits.

<sup>3</sup>Time must be continuous.

**Class 3**

**Class Definition:**

- » Class 3: All Full-Time Employees Excluding Public Safety Employees working at least 30 hours per week.

Benefit Plan and Features	Benefit Amount
Monthly Benefit <sup>1</sup>	60% of pre-disability earnings <sup>1</sup>
Maximum Monthly Benefit <sup>2</sup>	\$5,000
Minimum Monthly Benefit	\$100
Elimination Period <sup>3</sup>	180 days
Maximum Benefit Duration	Lesser of RBD or 5 yrs

<sup>1</sup>Pre-disability Earnings means your regular monthly rate of pay, not counting Commissions, Bonuses, Tips and Tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date immediately prior to the date You became Disabled.

<sup>2</sup>Reduced by other income benefits.

<sup>3</sup>Time must be continuous.



16

**Voluntary Short-Term Disability (STD)**

Insured by MetLife | www.metlife.com | 800.636.5433

<b>Weekly Benefit Amount</b>	60% of pre-disability basic earnings
<b>Maximum Benefit</b>	\$1,500
<b>Elimination Period Accident / Sickness</b>	14 days
<b>Benefit Duration</b>	24 weeks

Cost Summary for Voluntary Short-Term Disability	
	Monthly Rate per \$1,000
Less than 30	\$0.440
30-34	\$0.459
35-39	\$0.420
40-44	\$0.448
45-49	\$0.547
50-54	\$0.674
55-59	\$0.829
60-64	\$0.985
65+	\$1.182



17

2025 Benefit Guide

**Voluntary Benefits Available**

Insured by MetLife | www.metlife.com | 800.636.5433

**Accident Insurance**

Accident insurance is designed to help covered employees meet the out-of-pocket expenses and extra bills that can follow an accidental injury, whether minor or catastrophic. Indemnity lump sum benefits are paid directly to the employee based on the amount of coverage listed in the schedule of benefits. The accident base plan is guaranteed issue, so no health questions are required.

- » Provides a 24-hour coverage for accidents that occur off the job
- » Employees are paid a lump-sum benefit that they can use as they feel necessary

Please see MetLife's plan descriptions to learn the differences between the low and high plan.

	Low Plan	High Plan
<b>Employee Only</b>	\$5.41	\$7.39
<b>Employee + Spouse</b>	\$10.65	\$14.44
<b>Employee + Children</b>	\$12.80	\$17.28
<b>Employee + Spouse and Children</b>	\$15.10	\$20.41

**Critical Illness Insurance**

Critical illness insurance helps offset the financial effects of a catastrophic illness by paying a lump sum benefit when employees or their family members are diagnosed with a covered illness. The benefit is based on the amount of coverage in force, the illness diagnosed and all other terms and provisions of the policy.

- » Employees may elect one of the following benefit amount options: \$5,000, \$10,000, \$20,000, \$30,000, \$40,000 or \$50,000.
- » Spouse / Domestic partners will be offered 50% and Dependant Child(ren) will be offered 50% of the employee benefit amount.
- » Rates vary by coverage and age.

**Hospital Indemnity Insurance**

Hospital insurance is designed to help provide financial protection for covered individuals by paying a benefit due to a hospitalization and in some cases, for treatment received for an accident or sickness, even if that treatment occurs outside the hospital. Employees can use the benefit to meet the out-of-pocket expenses and extra bills that can occur.

- » In addition to other benefits this benefit provides a \$1,000 lump sum towards hospital admission.
- » Benefits include: hospital admission, hospital confinement, inpatient rehabilitation

	Bi-Weekly Rates
<b>Employee Only</b>	\$8.67
<b>Employee + Spouse</b>	\$24.28
<b>Employee + Children</b>	\$15.60
<b>Employee + Spouse and Children</b>	\$31.20

18

**457(b) Plan**

The City of Bentonville partners with The Standard to offer employees the option to invest in a 457(b) DC Plan.

**When Can I Start Saving?**

All employees are eligible to participate in the plan on the first entry date. Entry date is the first day of any month.

**Your Contributions**

Participants may contribute to the plan on a pre-tax basis.

Your plan also offers a Roth feature, which allows you to contribute to your retirement account on an after-tax basis. Your contributions will be deducted from your paycheck after-tax and earnings on Roth contributions will be tax-free upon withdrawal (if certain conditions are satisfied).

These contributions, known as elective deferrals, must fall within the following range:

Minimum 0 percent of compensation. Maximum \$23,000 in 2024 or 100 percent of allowable compensation, whichever is less. In addition, you can also contribute an additional \$7,500 if age 50 or older; or if you are within 3 years of retirement, you may be able to make contributions to "catch up" previously missed contributions.

**How Will My Money Be Invested?**

You can choose how your contributions are invested among the plan's available investment options. If you do nothing, they will be invested in your plan's default investment.

**Rolling Over Retirement Accounts**

Combining assets from several accounts is easier than ever before. Plans may now accept rollovers from:

- » 401(k) and other qualified retirement plans
- » Governmental deferred compensation 457(b) plans
- » Tax-sheltered annuities (TSAs) and IRAs

**How Do I Enroll?**

To enroll in your plan, please contact:

Ed Tritschler  
Financial Advisor  
1 Mid Rivers Mall Drive, Suite 358  
St. Peters, MO 63376  
312.701.1100 x268  
etrtschler@retirementplandvisors.com



19

2025 Benefit Guide

**Employee Assistance Plan (EAP)**

The City of Bentonville offers two EAP options for employees:

**Ozark Guidance / Arisa Health**

Each Employee and their family (Spouse and Dependents) qualify for 6 Therapy Sessions (medical services are not covered) each calendar year (January – December).

To schedule your sessions please call:

800.725.0340 or 479.725.1600

You must let them know you are using your EAP through the City of Bentonville when scheduling your appointment.

**MetLife**

Each Employee and their family (Spouse and Dependents) qualify for 5 phone or video consultations (medical services are not covered) each calendar year (January – December).

To schedule a consultation please use one of the following:

888.319.7819

www.metlife.lifeworksccom

Mobile App: Search "Lifeworks"

Username: metlifeep

Password: eap



20

### Pet Insurance

We are excited to introduce a new benefit to our comprehensive employee wellness program: Pet Insurance by MetLife. As part of our commitment to supporting your overall well-being, we understand that your pets are an important part of your family. MetLife Pet Insurance offers tailored coverage to help manage the costs of veterinary care, ensuring your furry friends receive the best possible treatment without the financial stress.

With MetLife Pet Insurance, you can enjoy peace of mind knowing that you have access to a range of benefits, including coverage for accidents, illnesses, routine care, and more. This insurance plan is designed to be flexible and affordable, allowing you to choose the coverage that best fits your needs and budget.

We believe that by providing this additional layer of support, we can help you focus on what matters most—both at work and at home.



MetLife Pet Insurance can help take the worry out of covering the cost of unexpected pet care.

<b>Product overview</b>	Pet Insurance can help reimburse you for covered vet visits, accidents, illness and more. Plus, it can help keep your pet safe and healthy with optional Preventive Care Coverage.	
<b>Why needed</b>	<ul style="list-style-type: none"> <li>• Pet parents are spending more than \$4,500 annually on pet care, according to 2021 Pet Wellness Month Survey Data</li> <li>• A small monthly payment can help plan for these expenses</li> </ul>	
<b>Flexible coverage</b>	Choose the plan that works for you and your pet. Options include: <ul style="list-style-type: none"> <li>• Levels of coverage from \$500–unlimited<sup>1</sup></li> <li>• \$0–\$2,500 deductible options<sup>2</sup></li> <li>• Reimbursement percentages from 50%–96%<sup>2</sup></li> </ul>	
<b>What is Covered</b>	<ul style="list-style-type: none"> <li>• accidental injuries</li> <li>• illnesses</li> <li>• exam fees</li> <li>• surgeries</li> </ul>	<ul style="list-style-type: none"> <li>• medications</li> <li>• ultrasounds</li> <li>• hospital stays</li> <li>• X-rays and diagnostic tests</li> </ul>
<b>Coverage also includes</b>	<ul style="list-style-type: none"> <li>• hip dysplasia</li> <li>• hereditary conditions</li> <li>• congenital conditions</li> <li>• chronic conditions</li> </ul>	<ul style="list-style-type: none"> <li>• alternative therapies</li> <li>• holistic care</li> <li>• and much more</li> </ul>
<b>Additional value</b>	<ul style="list-style-type: none"> <li>• Take your pet to any licensed veterinarian, specialist or emergency clinic in the U.S.</li> <li>• If you're claim-free in a policy year, we'll automatically decrease your deductible by \$25 or \$50<sup>3</sup></li> <li>• Group discounts are available<sup>4</sup></li> </ul>	

#### The MetLife Pet Mobile App

Designed by pet parents for pet parents.

With the MetLife Pet mobile app, pet parents can manage their furry family member's health and wellness all in one location.

The MetLife Pet App makes these things easier for you:

- Access your pet insurance policy: submit and track claims.
- Manage your pet's health records: Upload and view health records and documents all in one location.
- Receive reminders and notifications about upcoming appointments.
- Find nearby pet services: emergency rooms or groomers.
- Live 24/7 Telehealth Concierge Services: Get answers and tips by licensed vets from your own phone.
- Access personalized articles on topics recommended for you.



Get a quote or enroll today.  
 Visit [www.metlife.com/getpetquote](http://www.metlife.com/getpetquote)  
 Call 1-800-GET-MET8  
 Scan the QR code



### 2025 Benefit Guide

#### Contact Information

If you have specific questions about a benefit plan, please contact the administrator listed below, or your local Human Resources department.

Benefit	Administrator	Phone	Website
Medical	BlueCross BlueShield of AR	800.238.8379	arkansasbluecross.com
Health Savings Account (HSA)	CAS	877.941.5956	consolidatedadmin.com
Dental	Delta Dental	800.462.5410	deltadentalar.com
Vision	VSP	800.877.7195	www.vsp.com
Group Life and AD&D	MetLife	800.638.5433	www.metlife.com
Voluntary Life and AD&D	MetLife	800.638.5433	www.metlife.com
Long-Term Disability	MetLife	800.638.5433	www.metlife.com
Voluntary Short-Term Disability	MetLife	800.638.5433	www.metlife.com
Voluntary Accident, Critical Illness, and Hospital Indemnity	MetLife	800.638.5433	www.metlife.com
Pet Insurance	MetLife	800.638.5433	www.metlife.com
457(b)	The Standard	312.701.1100 x268	etrtschler@retirementplanners.com
Employee Assistance Program (EAP)	Ozark Guidance / Arisa Health	800.725.0340 or 479.725.1600	



This benefit summary prepared by



Insurance | Risk Management | Consulting

**8. List of insurance carriers with whom you have ceased your working relationship within the last three (3) years, and why you did so. Include the duration of each and the primary products you offered through them (medical, dental, term life, short and long term disability, AD&D, cancer, universal life, etc.);**

We are proud of the strong, collaborative relationships we maintain with our carrier partners. Over the past three years, your consulting team has not ceased working relationships with any insurance carriers. This consistency reflects our rigorous carrier selection process, which prioritizes financial stability, competitive pricing, innovative product offerings, and exceptional service.

**9. Provide examples/explanations of your firm’s value added approaches and services that distinguish you from other Broker/Agents;**

As a firm, we offer several value-added resources and incentives beyond our core services. These include:

**Industry Research and Insights:** Provides access to industry research, trends, and insights to help clients stay informed and make strategic decisions.

**Compliance Support:** Provides expertise and guidance on regulatory compliance, helping clients navigate complex laws and regulations related to employee benefits.

- **Webinars:** The Compliance webinar series provides a high-level overview of federal laws and regulations that impact health and welfare plans.
- **Directions:** Bi-monthly publication featuring articles on employee benefits and HR.
- **Compliance Alerts:** Timely analysis of breaking legislative updates and regulatory changes.
- **Technical Bulletins:** Included in Directions, these provide a detailed analysis of regulatory requirements
- **Benefits Boost:** This monthly write-up covers various health and welfare compliance topics and provides you with practical tips, guidance and links to resources and tools.



**Benchmarking and Market Insights:** Offers benchmarking services to compare clients' benefits programs against industry standards and market trends, helping clients stay competitive and make informed decisions about their benefits offerings.



**Networking and Collaboration**

**Opportunities:** Facilitates networking and collaboration among our clients, allowing them to share best practices and learn from each other.



**Employee Education and Training:** Offers educational resources and training sessions on various topics, such as financial wellness,

mental health, and work-life balance, to support the overall wellbeing of employees.

**Educational Seminars and Webinars:** Hosts client seminars and webinars on various topics related to employee benefits programs. These sessions cover employee communications, mental health, compliance, engagement, cost control, and peer organizational case studies.

2025 HR Strategy Sessions	
February 19	Crafting a Compelling Employee Communication Strategy
April 16	Reinvesting in Your People with Benefits, Financial, and Talent Strategies
June 18	Compliance Mid-Year Review
September 17	Harnessing the Power of Benchmarking Data for Organizational Success
November 5	Compliance Year-End Review

2025 Women’s Leadership Series	
March 5	Embracing Discomfort: Navigating Growth Through Challenges
May 21	Breaking the Cycle of Rust-Out: Reignite Passion and Purpose at Work
July 23	Pathways to Financial Confidence: Strategies for Economic Empowerment

To view recordings of past Town Halls and Women’s Leadership Events, please visit <https://www.ajg.com/resources-for-human-resources-challenges/>

**Preferred Partner Programs:** Established partnerships with select vendors and service providers, offering our clients exclusive discounts or enhanced services.

**Wellness Incentive Programs:** Assists in designing and implementing wellness incentive programs to motivate and reward employees for adopting healthy behaviors and achieving wellness goals.

**Resources for Better Wellbeing**

**Live Well Monthly**

- Newsletters with information about living a healthy lifestyle and healthy recipes to try
- Individual activities with tracking forms
- Promotional posters



Resources available in English, Spanish & Canadian French

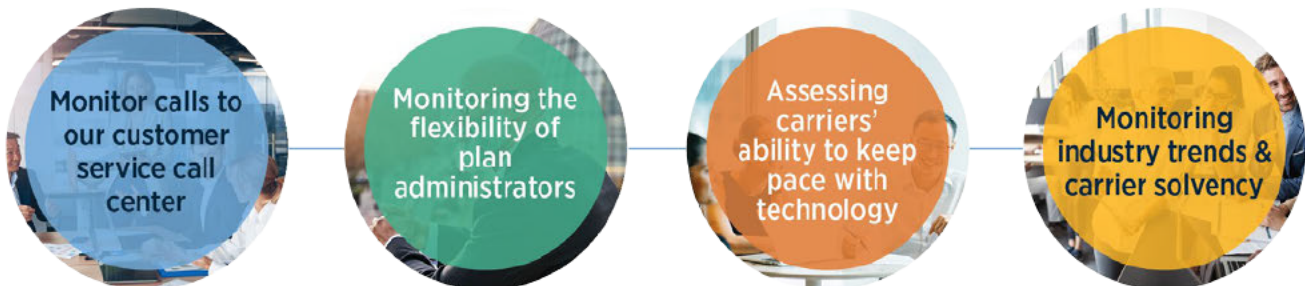
**Live Well Toolkits**

- Building a Wellbeing Committee
- Flu shot toolkit
- Planning a health fair
- Examples of common incentives
- Utilizing carrier wellbeing dollars
- Tobacco Cessation



**Employee Surveys and Feedback:** Conducts employee surveys and feedback sessions to gather insights and feedback, helping clients understand employee needs and preferences.

**Vendor Management:** Assists in managing relationships with vendors outside of their services, ensuring smooth coordination and additional support if needed.



## Gallagher's Public Sector Practice

### Our Public Sector Expertise

**1,100+**

**Benefits & HR Consulting  
Clients in Public Sector**

We work with over 136 public sector organizations in the state of Arkansas. Gallagher operates a national public sector industry practice. Our team is truly interacting with public sector organizations like the City every day.

**2,950+**

**Public Sector clients globally**

Because of our deep understanding of Arkansas public sector organizations, we understand budgeting for your organization is a complex process and the need to factor in the changing regulatory landscape specifically impacting public sector organizations. With over 2,950 public sector clients nationally, Gallagher's Public Sector Practice is solely dedicated to serving the needs of public employers. With Gallagher, the City has a partner who is a leader in Arkansas and nationally in working with cities, counties, states, and government employers.

**280+**

**US Public Entity organizations  
participating in our 2025 Benefits  
Strategy & Benchmarking Survey**

We are an experienced consulting partner that helps develop short-term and long-term cost management strategies for your employee benefit plans. These benefits include comprehensive healthcare, HSA/HRA accounts, dental, vision, life insurance, disability, flexible spending accounts, and other point solutions. The Gallagher core team assigned to your organization has extensive experience supporting public sector clients and their workforces.

### Retiree Healthcare Consulting

Gallagher is committed to helping our public sector clients keep any retiree healthcare promises that were made and identifying options to better manage the cost of these benefits. We are ready and able to help the City address any retiree healthcare considerations if the need arises including:

- Shifting to an insured Medicare Advantage framework
- Offering an insured group Medicare supplement plan
- Implementing pharmacy cost management features
- Moving pharmacy benefits from the current structure (that includes federal retiree drug subsidies) to an employer group waiver plan (EGWP) structure where subsidies are already built into the premium rates
- Use of account-based plans to reimburse future retiree healthcare costs in lieu of traditional retiree healthcare
- Retiree healthcare exchanges
- Determining the optimum solution for the City will involve segmenting retirees by classification, working in conjunction with legal counsel to review past bargaining agreements and any implied vesting and working with the actuary to model out cost and liability impact.

Beyond the typical retiree healthcare solutions, Gallagher has developed a turnkey process to support organizations in either transitioning to or enhancing an individual policy approach for employees eligible for Medicare, aging into Medicare or retired. Employees reaching retirement age are forced to make complicated decisions related to medical coverage and pension payouts with little current guidance, often settling for choices that are costly for the employer and not optimal for the individual. Our process offers members white glove service, giving retirees a one-on-one personalized consultation. During this consultation, the advisors perform a needs analysis to better understand the member's individual needs. The advisor then examines the employee's current coverage and compares it to the available marketplace health insurance plans offered in their geography. If the employee is interested in a solution and is ready to enroll, their dedicated advisor can take them step-by-step through the enrollment process and submit their application in real-time. During this time, advisors also help members set up automatic monthly premium payments if they wish. Throughout the year, we continue to touch base with the employee to ensure their coverage still meets their needs.

Every participant has access to a member portal where they can access important content about Medicare Advantage, Medicare Supplements, Retirement Guides and other information. Advisors actively reach out when members are aging into Medicare or if members are already Medicare eligible to explain the ABC's of Medicare and educate them about their options. Emails, welcome kits and fliers are also distributed to help guide members during their journey. Members can also reach out on their own and be assigned a dedicated advisor. There are different ways in which a member can contact an advisor such as filling out a form online, scheduling an appointment, calling into an exclusive phone number designed only for the client or by email. The benefit of this program is to help retirees with critical long-term decisions related to health and wellness. Members have access to a dedicated and trusted advisor that guides them through their journey. This is a turnkey solution, designed exclusively for retirees.

**Case Study**

**Client:** Public sector client with 480 retirees enrolled in retiree healthcare

**Situation:** Fully insured medical program with retirees offered traditional retiree healthcare coverage

**Outcome:** After winning the business, Gallagher worked with the client to educate retirees on Medicare Advantage alternatives. Recommended program changes resulted in the client avoiding over \$2,500,000 in retiree healthcare costs annually in the first three years with retirees maintaining comparable coverage levels.

**Case Study**

**Client:** Public Sector employer

**Situation:** Client was significantly under-funded for their OPEB liability

**Outcome:** We helped the client smoothly and seamlessly carve retirees out of the commercial health plan, deployed a Medicare Advantage offering which helped take the client to fully funded status for their OPEB liability.

**10. Disclose any known existing or prior business relationships (within the last five years) with City of Bentonville officials or employees.**

Outside of being the City's current Benefit Consultant, we are not aware of any existing or prior business relationships.

**11. And any other supplemental items that you feel should be brought to our attention and given consideration in evaluating your qualifications. Please feel free to elaborate on examples that substantiate your ability to provide the expected "Scope of Services."**

Our core services are designed to cover a wide range of organizational wellbeing needs. We recognize that there may be specific requirements that fall outside of our core scope of services. The tables below outline our core services and additional services that may incur additional fees.

**Core scope of services.**

Gallagher Practice	Services and Skills – Included in our core services
Employee Benefits Consulting	<ul style="list-style-type: none"> <li>• Designs customized, competitive employee benefits programs that foster a culture of health and total wellbeing</li> <li>• Offers innovative solutions, benefit stop-loss captives, data warehousing, workforce evaluation and more</li> <li>• Helps employers mitigate risks and control the costs of claims, liability, noncompliance and data security</li> <li>• Provides expert data analysis and insight to improve budgeting and empower sound decision making</li> </ul>
Physical and Emotional Wellbeing Consulting	<ul style="list-style-type: none"> <li>• Assesses current wellbeing programs and initiatives that are in place to support the physical and emotional wellbeing of your employees</li> <li>• Uses knowledge of organizational goals, current resources, industry trends, and carrier's capabilities to build or evolve an impactful wellbeing program, tailored to a client's workforce</li> <li>• Collaborates with clients to develop and implement comprehensive short-term and long-term action plans that will encompass both health promotion and health risk solutions</li> <li>• Leverages a data-driven approach to leading measurable and meaningful outcomes, aligned with our client's program objectives</li> </ul>

<b>Financial and Actuarial Consulting</b>	<ul style="list-style-type: none"> <li>• Helps clients identify and understand what is driving their health plan costs, and why</li> <li>• Develops strategies to help clients achieve better cost control while ensuring employee satisfaction with their benefit offerings</li> <li>• Tracks health plan performance and its impact on the client's total rewards strategy</li> <li>• Provides a full range of data warehousing options to fit the needs of clients of varied sizes and budgets</li> <li>• Available for Dependent Eligibility Audit, not included in current scope</li> </ul>
<b>Compliance Consulting</b>	<ul style="list-style-type: none"> <li>• Gallagher's in-house compliance team has developed several proprietary tools to provide clients with an initial and ongoing review of compliance obligations and opportunities to improve legislative and regulatory compliance</li> <li>• Utilizes a proprietary compliance review to determine potential sources of compliance risk and to help address them</li> <li>• Offers monthly webinars address various compliance topics under the ACA, COBRA, HIPAA and Section 125</li> <li>• Provides newsletters and other bulletins on specific compliance obligations</li> <li>• Offers an array of toolkits that provide actionable assistance on ongoing administrative and strategic compliance issues</li> </ul>
<b>Communication (Standard)</b>	<ul style="list-style-type: none"> <li>• Maintains yearlong communication of your value proposition and benefits offerings using various techniques like flyers, meetings, and more, beyond just open enrollment</li> <li>• Develops comprehensive, user-friendly benefit guides that reflect your brand and culture, educate employees on benefit choices, and meet legal notification requirements, available both in print and electronic formats with audio/visual presentations</li> <li>• Uses Gallagher's Connect2MyBenefits platform for customized, up-to-date communications and decision support tools, serving as a virtual HR assistant throughout the workforce life cycle</li> </ul>
<b>Technology &amp; Enrollment Consulting</b>	<ul style="list-style-type: none"> <li>• Helps clients organize and expand their benefits portfolio by analyzing gaps in current offerings and articulating specific voluntary benefits goals</li> <li>• Provides unbiased counsel on voluntary benefit providers and options, as well as overall voluntary benefits strategy</li> <li>• Delivers customized enrollment solutions that meet the unique needs of each client's organization and workforce</li> <li>• Supports employee engagement with customized communications and employee outreach campaigns</li> </ul>

Our core services listed above are very comprehensive; at the same time, we realize needs that may arise that we can address, but that fall outside of the core scope of services. We provide services outside the original scope on a project-by-project basis. We identify all fees in advance for agreement in writing..

The services listed below may incur an additional fee:

<b>Gallagher Practice</b>	<b>Services and Skills – Additional Fees may Apply</b>
<b>Benefit Advocate Center (BAC)</b>	<ul style="list-style-type: none"> <li>• Provides benefit support for employees, including new hires</li> <li>• Assists with open enrollment education</li> <li>• Resolves ID card issues</li> <li>• Explains in-network and out-of-network, eligibility rules, and requirements</li> </ul>
<b>Communication</b>	<ul style="list-style-type: none"> <li>• Focuses on gaining maximum employee engagement and increasing organizational returns on investment</li> <li>• Covers a complete range of in-house services, including strategic consulting, communication design and digital application</li> <li>• Delivers tailored communication solutions based upon objective, unbiased consultation with each client</li> </ul>

<b>HR &amp; Organizational Effectiveness</b>	<ul style="list-style-type: none"> <li>• Provides strategic HR consulting and organizational effectiveness solutions, focusing on maximizing employee engagement and organizational performance through data-informed analysis and insights</li> <li>• Offers tailored HR guidance, including fractional HR support, to adapt to changing people needs, providing services such as recruiting, onboarding, performance management, and termination process reviews to ensure compliance and efficiency</li> <li>• Specializes in strategic HR consulting, people operations, culture and change consulting, HR gap, audit and compliance, and workforce planning, among other areas</li> <li>• Emphasizes the use of data and technology to optimize HR processes, offering on-demand HR support through Gallagher HRnow and helping manage HR technology vendor relationships</li> </ul>
<b>People Development &amp; Insights</b>	<ul style="list-style-type: none"> <li>• Leverages research, analytics, and benchmarking to understand and develop your workforce strategically</li> <li>• Delivers strategies for aligning workplaces and enhancing workforce performance</li> <li>• Offers solutions like research, surveys, HR assessments, leadership development, and coaching</li> <li>• Provides platforms for digital coaching, assessments, and learning management</li> <li>• Conducts benefits benchmarking and custom surveys to inform planning</li> </ul>
<b>Compensation &amp; Rewards</b>	<ul style="list-style-type: none"> <li>• Develops comprehensive total rewards strategies to align compensation with business goals and values, ensuring competitive and compliant practices that attract top talent and address pay transparency and equity</li> <li>• Provides consulting across all industries, with specialized expertise in sectors like healthcare and energy, utilizing proprietary data and conducting numerous compensation surveys for informed pay decisions</li> <li>• Aligns compensation plans with strategic objectives to motivate employees at all levels, combining data, technology, and consulting expertise to support organizational and employee wellbeing</li> </ul>
<b>Absence &amp; Productivity</b>	<ul style="list-style-type: none"> <li>• Offers regulatory compliance support to help organizations navigate over 50 different mandated leave laws across the US, ensuring adherence to state, city, county, and district regulations.</li> <li>• Provides cost savings by modeling financial impacts, negotiating renewals, and optimizing funding to prevent penalties and reduce expenses related to unseen absence costs and poor insurance rates</li> <li>• Enhances operational efficiency by mapping and re-engineering processes, integrating programs, and conducting audits to improve the leave experience for all stakeholders, whether managed in-house or outsourced</li> <li>• Aims to enhance employee experience by designing tailored and innovative leave policies that attract, retain, and incentivize employees throughout their career lifecycle</li> </ul>
<b>Alternative Health Solutions</b>	<ul style="list-style-type: none"> <li>• Provides customized alternative options to employer-sponsored health coverage, aiming to control costs, mitigate risks, and enhance employee education and satisfaction</li> <li>• Optimizes solutions for various employee groups, including those eligible for Medicare, retirees, individuals receiving COBRA benefits, and non-benefit-eligible employees, ensuring broader access to benefits</li> <li>• Offers access to alternative plans catering to the diverse health needs of four generations of workers, along with resources to help employees understand their health plan options</li> <li>• Provides expertise in navigating the complexities of health plan regulations, including ACA-compliant plans and Medicare, ensuring compliance for employers</li> </ul>
<b>Gallagher Enrollment Solutions</b>	<ul style="list-style-type: none"> <li>• Provides benefit communication services</li> <li>• Provides open enrollment support</li> <li>• Concierge new hire onboarding</li> <li>• Provides Dependent Eligibility Verification</li> </ul>
<b>HR Technology</b>	<ul style="list-style-type: none"> <li>• Develops long-term HR &amp; benefits technology strategies, taking into account existing technology, contracts and processes</li> <li>• Supports technology purchases to ensure clients select a solution that fits their needs and budget, and aligns with their goals</li> </ul>

	<ul style="list-style-type: none"> <li>• Oversees technology implementation by providing guidance, accountability and change management support, and managing risk to project success</li> <li>• Optimizes clients' HR &amp; benefits technology to ensure they get the most out of their investments</li> <li>• Ensures technology is positioned and implemented to enable outcomes, not as an outcome in itself</li> </ul>
<b>Pharmacy &amp; Health Plan Services</b>	<ul style="list-style-type: none"> <li>• Devises client-specific pharmacy solutions based on the unique needs of the employer and employee population, and driven by client and industry data</li> <li>• Offers access to clinicians and industry veterans with years of behind-the-scenes insight into the pharmacy benefit management industry</li> <li>• Provides a range of bundled and ad hoc pharmacy consulting solutions to meet client needs at any price points</li> <li>• Services may include: Medical Specialty Analysis, Formulary Development, Utilization Management Development, Point Solutions Reviews/RFPs, Benefit Design Solutions, Utilization Reporting, On site Rebate Auditing, and Value Based Designs</li> </ul>
<b>Executive Life &amp; Benefits</b>	<ul style="list-style-type: none"> <li>• Consults with organizations on solutions to retain, motivate and recruit the key leaders who drive the success of the organization</li> <li>• Helps bridge the retirement gap between an employer's traditional savings plans and the highly compensated employee's actual retirement income need</li> <li>• Provides solutions for today's competitive market</li> </ul>
<b>Retirement Plan Consulting</b>	<ul style="list-style-type: none"> <li>• Designs retirement plans that help ensure the financial wellbeing of our clients' employees while meeting corporate objectives</li> <li>• Helps clients educate their employees so they understand and make the best use of their retirement plan</li> <li>• Provides consultative support to help mitigate risk, avoid conflicts of interest, and ensure responsibilities and liabilities are met</li> <li>• Offers broad support for and deep expertise on a variety of retirement plan vehicles, to meet the needs of all types of organizations and plan sizes</li> </ul>

We understand that the City is a unique organization with specific challenges that require a customized approach. Our team of experts leverages our global resources to create an integrated employee benefits solution tailored specifically for you.

We are more than insurance brokers; we are your partners in all aspects of your business. We help you differentiate yourself as a destination employer, attract and retain top talent, control healthcare costs, improve employee wellbeing, and effectively manage risk.

# Appendix A: Errors & Omissions Certificate



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/27/2024

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).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 300 S Riverside Plaza Ste 1500 Chicago IL 60606		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 312-704-0100 FAX (A/C, No): 312-803-7443 E-MAIL ADDRESS: certrequests@ajg.com	
<b>INSURED</b> Arthur J Gallagher & Co and its Subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008		ARTHJGA113 INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company NAIC # 19437 INSURER B: XL Specialty Insurance Company 37885 INSURER C: Underwriters at Lloyd's London 15792 INSURER D: INSURER E: INSURER F:	

**COVERAGES** CERTIFICATE NUMBER: 1468916105 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 SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B C	Errors & Omissions Excess Errors & Omissions Excess Errors & Omissions		014629885 ELU192671-24 FI0121924	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	Per Claim/Aggregate \$12,000,000 Per Claim/Aggregate \$10,000,000 Per Claim/Aggregate \$13,000,000

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

<b>CERTIFICATE HOLDER</b>  NYCEDC Attn: Contracts Department One Liberty Plaza, 14th Floor New York NY 10006 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



Insurance | Risk Management | Consulting

Gallagher is pleased to submit this proposal to you. While this proposal is not meant to constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary contained in the proposal, Gallagher is submitting this proposal with the understanding the parties would negotiate and sign a contract containing terms and conditions that are mutually acceptable to both parties.

This material was created to provide accurate and reliable information on the subjects covered by should not be regarded as a complete analysis of these subjects. It is not to provide specific legal, tax or other professional advice. The services of an appropriate professional should be sought regarding your individual situation.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc., a non-investment firm and subsidiary of Arthur J. Gallagher & Co., is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services."

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

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GALLAGHER BENEFIT SERVICES, FOR BENEFIT BROKERAGE AND CONSULTING SERVICES, IN THE AMOUNT OF EIGHTY-EIGHT THOUSAND DOLLARS (\$88,000.00); AND FOR OTHER PURPOSES.**

**WHEREAS**, Gallagher Benefit Services was selected following the City’s Purchasing Policy under RFQ-25-68; and

**WHEREAS**, this will be included in the 2026 budget.

**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 Gallagher Benefit Services, for benefit brokerage and consulting services, in the amount of eighty-eight thousand dollars (\$88,000.00);

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

Section 3 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, 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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*



# CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated July 23, 2025 is made by the City of Bentonville, Arkansas (“City”) and Milestone Construction Company, LLC. (“Contractor”), parties to the Invitation for Bid (IFB)-24-26 with City of Bentonville Transportation Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Sidewalk and Other Concrete Work, dated August 21, 2024 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
  - a. One (1) year, beginning on August 21, 2025, and ending on August 21, 2026.
4. The estimated total payments due under this and all future renewal term(s) shall not exceed City Council approved fiscal year departmental budget per year.
5. This amendment shall be effective immediately when fully executed.
6. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

**THE CITY OF BENTONVILLE, ARKANSAS**

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

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

**Company Name: MILESTONE CONSTRUCTION COMPANY, LLC**

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

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

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

**A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH MILESTONE CONSTRUCTION COMPANY, LLC, FOR SIDEWALK AND OTHER CONCRETE WORK, TO CHANGE THE MAXIMUM AGREEMENT AMOUNT; AND FOR OTHER PURPOSES.**

**WHEREAS**, Milestone Construction Company, LLC was selected to perform sidewalk and other concrete work, pursuant to IFB-24-26, per unit prices with a maximum contract amount not to exceed one million five hundred thousand dollars (\$1,500,000.00);

**WHEREAS**, this amendment allows departments to utilize this IDIQ contract in excess of the original amount, as long as funding has been properly approved and budgeted; and

**WHEREAS**, projects performed under this contract will be included in the 2026 budget.

**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 Milestone Construction Company, LLC, changing the maximum amount from one million five hundred thousand dollars (\$1,500,000.00) to funding that has been properly approved and budgeted;

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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---



**Budget Adjustment - WFF Grant (Grant Writer & Street Software)**

<b>Account Number (ORG-OBJECT)</b>	<b>Account Description</b>	<b>Expense</b>	<b>Revenue</b>
101040-33810	Local Grants		90,000.00
203810-33810	Local Grants		40,000.00
101040-41010	Full Time Salaries/Wages	80,000.00	
101040-45810	Travel & Training	10,000.00	
203810-43310	Technical/Data Processing	40,000.00	
	<b>Total</b>	<b>130,000.00</b>	<b>130,000.00</b>

WALTON FAMILY  
FOUNDATION



October 08, 2025

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

RE: Grant 00113348

Dear Mayor Orman,

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

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of up to \$130,000.00 to support the City of Bentonville's capacity to secure state and federal grant dollars through a dedicated grant writing position and improve operations by deploying a telematics platform, GPS and sensor-based fleet technology that tracks real-time location, usage, routing, and engine diagnostics, to monitor city vehicles/equipment and strengthen emergency response. The attached grant agreement outlines the details.

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

Sincerely,

DocuSigned by:

*Stephanie Cornell*

5E46F4E1FC77436...  
Stephanie Cornell  
Executive Director

## Grant Agreement

October 08, 2025

Grant 00113348

The Walton Family Foundation, Inc. (“Foundation”) has approved a grant in the amount of up to \$130,000.00 to City of Bentonville (“Grantee” or “City”). The project term will be September 25, 2025 to December 31, 2027. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the City of Bentonville's capacity to secure state and federal grant dollars through a dedicated grant writing position and improve operations by deploying a telematics platform, GPS and sensor-based fleet technology that tracks real-time location, usage, routing, and engine diagnostics, to monitor city vehicles/equipment and strengthen emergency response as more fully described in Appendix A. Grantee agrees to use all grant funds exclusively for the grant’s purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to \$130,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$90,000.00	Signed Grant Agreement	October 2025
2	Up to \$40,000.00	<ul style="list-style-type: none"> <li>• Approval of Progress Report and</li> <li>• Approval of documentation of committed and/or received 1:1 matching funds</li> </ul>	On or around August 07, 2026

3. **Matching Grant Payable:** The Foundation will match revenue committed or collected by Grantee according to the conditions outlined below.

**Installment 1:** Initial installment of \$90,000.00 shall be initiated upon receipt of this completed letter from the Grantee acknowledging the terms and conditions set forth herein and completion of any other requirements referenced in the payment schedule above. Grantee should receive the initial installment electronically within 14 business days of completion.

**Installment 2:** One dollar for every one dollar of revenue committed or collected from all sources as stipulated above, up to \$40,000.00. This payment shall be contingent upon the Foundation’s approval of Grantee’s activities as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather, as well as written documentation of matching funds committed or collected.

**Expiration:** Qualifying matching contributions must be committed or collected and documented for the Foundation no later than August 07, 2026. In the event all matching contributions are not documented by this deadline, the Foundation will pay only an amount equal to the qualifying matching contributions documented by the deadline, and the Foundation will have no obligation at any time to pay any portion of this installment that exceeds such amount.

Funds committed or collected and applied to other Foundation match requirements may not be used to satisfy this match requirement.

**4. Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term “grant funds” includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee’s reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter (“Maintenance Period”). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

**5. Reporting and Evaluation:** Grantee will provide the Foundation with reports by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee’s compliance with the terms of the grant).

Report Type	Report Date
Progress Report	July 17, 2026
Payment Requirement to include documentation of committed and/or received 1:1 matching funds	August 07, 2026
Final Report	December 31, 2027

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be submitted electronically using the Foundation’s online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contacts paragraph of this document, or by emailing [smartsimplehelp@wffmail.com](mailto:smartsimplehelp@wffmail.com). Please reference Grant 00113348 on all communication.

Grantee payments are always contingent upon the Foundation’s approval of Grantee’s operations based on the above reports and the Foundation’s satisfaction with such information as it chooses to obtain from other sources.

**6. Representations:** Grantee represents and warrants to the Foundation that:

- a. Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code (“Code” or “IRC”) or a governmental unit, and is not a “private foundation” described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee’s tax status under the Code.
- b. In no event will Grantee use any grant funds:
  - i. to carry on propaganda, or otherwise to attempt, to influence legislation; or
  - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
  - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

- c. Grantee will comply with all applicable laws and regulations.
- d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
  - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
  - ii. Grant funds will not ultimately be used to support terrorist activities or violence of any kind.

7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in Representations paragraph above;
  - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
  - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
  - d. Grantee does not use funds for the purpose of this grant;
  - e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
  - f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
  - g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
  - h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition

of the Foundation’s role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee’s publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the “Walton Family Foundation.”

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively “Grant Work Product”) for use in Foundation communications including the Foundation’s website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation’s reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation’s charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

- 10. **Gratuities:** The Foundation desires that all of Grantee’s resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.
- 11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00113348 in your communication.

By electronically signing this agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by October 22, 2025, the Foundation will consider the Grantee to have declined the grant.

**Walton Family Foundation, Inc.**

DocuSigned by:  
 By: *Stephanie Cornell* 10/8/2025 | 4:41:19 PM CDT  
5E46F4E1FC77436...  
 Stephanie Cornell  
 Executive Director

**City of Bentonville**

DocuSigned by:  
 By: *Stephanie Orman* 10/8/2025 | 4:49:45 PM CDT  
B79D2F448D8B47F...  
 Stephanie Orman  
 Mayor

### Appendix A: City of Bentonville

**Description of Grant Project:** The purpose of this grant is to improve fiscal sustainability and operations by 1) hiring a dedicated grant writer and 2) deploying a telematics platform, GPS, and sensor-based fleet technology that tracks real-time location, usage, routing, and engine diagnostics, to monitor city vehicles/equipment and strengthen emergency response.

The grant will fund:

- Recruitment and compensation of an experienced mid- to senior-level professional to coordinate grant strategy, applications, and post award compliance across departments, serving as liaison to funding agencies. Grant includes travel and professional development for new hire.
- Procurement and implementation of fleet telematics to monitor performance, provide real-time location/routing, integrate weather data, and track equipment/materials, improving winter weather response, routing efficiency, and public communication during adverse conditions. The equipment will be managed and purchased in conjunction with the City's purchasing policy and street department management.

#### Performance Measures

Goal: Build the City of Bentonville's long-term capacity and fiscal resilience by funding a dedicated grant writer to secure external public funds and institutionalize grant management across departments.

#### Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City will pursue and apply for at least 10 grants. Baseline: In 2024, the grantee identified and submitted 10 grants, raising \$3.1 million dollars.	12/31/2027	A report including the number of grants researched, number of grants applied for, and number of grants won.
Outcome	The City will be awarded at least \$750k in grant funding each year for a total of \$1.5M.	12/31/2027	Copies of grant award letters and financial records.
Outcome	Municipal leadership will integrate the grant-writing position into regular budgeting and planning processes for at least one year after this grant ends.	12/31/2027	A copy of annual budgets confirming allocation.

Goal: Improve Bentonville's winter weather response and operational efficiency by deploying a telematics system to monitor, document, and verify snowplow and de-icing operations in real time.

**Outputs And Outcomes**

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The city will ensure that 100% of designated emergency response routes are plowed and treated with de-icing materials within 24 hours of the initial onset of winter weather.  Baseline: 0% of routes digitally verified; route completion based solely on manual reporting.	12/31/2027	Telematics system and report.
Outcome	The city will achieve at least 90% system accuracy in recording and reporting snowplow activity and de-icing material application across all active vehicles.	12/31/2027	Telematics system and post-event verification.

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00), TO FUND A GRANT WRITER POSITION AND FLEET MONITORING TECHNOLOGY; AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville City Council originally approved the funding and creation of a grant writer position at its October 25, 2022 meeting;

**WHEREAS**, the Walton Family Foundation is awarding a grant for continued funding of this position, as well as funding technology to monitor City vehicles and equipment;

**WHEREAS**, the grant award totals one hundred thirty thousand dollars (\$130,000.00) to be paid in two payments per the grant terms; and

**WHEREAS**, a budget adjustment is needed to accept and appropriate these 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 matching grant agreement with the Walton Family Foundation, in the total amount of one hundred thirty thousand dollars (\$130,000.00);

Section 2: The 2025 Budget is hereby adjusted to recognize ninety thousand dollars (\$90,000.00) of grant funds into Account #101040-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate eighty thousand dollars (\$80,000.00) of the above into Account #101040-41010 – Full Time Salaries/Wages and ten thousand dollars (\$10,000.00) of the above into Account #101040-45810 – Travel & Training;

Section 4: The 2025 Budget is further adjusted to recognize forty thousand dollars (\$40,000.00) of grant funds into Account #203810-33810 – Local Grants and appropriate the same into Account #203810-43310 – Technical/Data Processing;

Section 5 - 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 6 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

**PASSED and APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, Mayor**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, City Clerk**



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation, Director  
From: Greg Hughes, Parks and Recreation, Recreation Services Manager  
Date: 10/14/2025  
Re: Adult Recreation Center Fitness Equipment – Your Total Fitness Shop

Parks and Recreation Staff request Council's approval of a resolution to Enter into an Agreement with Your Total Fitness Shop for the Purchase of Fitness Equipment at the Adult Recreation Center.

After an extensive market and product analysis, Bentonville Parks and Recreation staff found that True Fitness Equipment will be the best option for the center's cardiovascular and resistance fitness equipment needs. Your Total Fitness Shop is the sole sales and service provider in the state of Arkansas for True Fitness Equipment.

Your Total Fitness Shop is locally owned and operated out of Rogers, AR and will be able to provide quick and efficient service to the equipment.

The total cost of the fitness equipment is \$455,653.55 and is fully budgeted. Your Total Fitness Shop provided Sourcewell pricing on all items listed on the attached quote under Sourcewell Contract #052324-TRU.

I believe that entering into this agreement will offer the residents of Bentonville valuable and quality equipment at the Adult Recreation Center. If you have questions concerning this item, please email me at [ghughes@bentonvillear.com](mailto:ghughes@bentonvillear.com) or call 479.696.0204.

*Attachments:*

*YTFS Fitness Equipment Quote*

*Sole Source Letter*

January 2nd, 2025

Mr. James Brown  
Your Total Fitness Shop  
2418 North Gregg Ave.  
Fayetteville, AR 72703

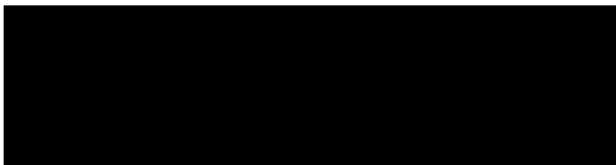
Dear Mr. Brown,

This letter is to advise you that Your Total Fitness Shop is the sole authorized sales and service dealer for TRUE/Octane Fitness for the state of Arkansas. Your Total Fitness Shop has now represented TRUE products for over thirty years and has always offered outstanding sales and service support to TRUE customers.

TRUE appreciates Your Total Fitness Shop's efforts both during the sales process and after the sale and we fully support only our authorized dealers.

Please feel free to call me at 314-324-0765 or e-mail me at [mhansen@truefitness.com](mailto:mhansen@truefitness.com) with any questions or concerns.

Sincerely,



Marshall Hansen  
Director of Dealer Sales-North America

Your Total Fitness Shop

4608 West Walnut, Suite C  
 Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
TC1-0A-35-C...	True Apex Treadmill w/ Unite 22" Touchscreen Console	5	9,359.00		46,795.00
RC1-0A-35-C...	TRUE Apex Recumbent Bike w/ Unite 22" Touchscreen Console	3	5,784.00		17,352.00
UC1-0A-35-T...	TRUE Apex Upright Bike w/ Unite 22" Touchscreen Console	2	5,264.00		10,528.00
XC1-0A-35-C...	TRUE Apex Elliptical w/ Unite 22" Touchscreen Console	2	7,864.00		15,728.00
XC1-SA-35-C...	True Spectrum w/ Unite 22" Touchscreen Console	3	9,034.00		27,102.00
XC1-RA-35-C...	TRUE Apex Recumbent Elliptical w/ Unite 22" Touchscreen Console	1	6,824.00		6,824.00
TC1-IA-35-C...	TRUE Alpine Runner w/ Unite 22" Touchscreen Console	2	9,164.00		18,328.00
00613000BK	TRUE Optional Step for the Alpine Runner	2	143.00		286.00
TC1-SA-35-C...	TRUE Stryker Slat Treadmill w/ Unite 22" Touchscreen Console	1	13,324.00		13,324.00
VC1-0A-35-C...	True Palisade Stepmill w/ Unite 22" Touchscreen Console	2	9,164.00		18,328.00
BC1000	Octane Surge - Indoor Cycling Bike	16	1,819.00		29,104.00
SPL1500P	TRUE Palladium Rotary Torso - Acrylic Shrouds - Standard Weight Stack	1	4,129.00		4,129.00
XFW6800-19	TRUE Smith Machine	1	3,359.00		3,359.00
XFW6400-19	TRUE Vertical Knee Raise/Dip	1	1,049.00		1,049.00
XFW5000	TRUE Preacher curl	1	839.00		839.00
XFW7900-19	TRUE Power Rack	1	1,959.00		1,959.00
XFW8200-19	TRUE 3 Way Press Bench with Plate Holders	1	1,819.00		1,819.00
XFW5600-19	TRUE Roman Chair	1	909.00		909.00
XFW-7500-19	TRUE Flat/Incline/Decline Bench	5	839.00		4,195.00
XFW5300-19	TRUE Abdominal decline bench	1	1,119.00		1,119.00
			<b>Total</b>		

# Your Total Fitness Shop

4608 West Walnut, Suite C  
Rogers, AR 72756

# Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
XFW4720-19	TRUE 20 Pair Dumbbell Rack	1	1,749.00		1,749.00
XFW6300-19	TRUE Weight plate tree	2	559.00		1,118.00
PLS0700	TRUE Palladium Plate Loaded Hip Thrust	1	3,639.30		3,639.30
SD1000H	True FORCE Leg Extension/Leg Curl (Heavy Stack)	2	3,149.00		6,298.00
SD1001H	True FORCE Bicep/Tricep (Heavy Stack)	1	3,149.00		3,149.00
SD1003	True FORCE Leg Press/Calf (Heavy Stack)	1	3,149.00		3,149.00
SD1004H	True FORCE Ab/Back (Heavy Stack)	1	3,219.00		3,219.00
SD1005H	True FORCE Multi-Press (Heavy Stack)	1	3,359.00		3,359.00
FUSE4000	TRUE FUSE XL Weight Assisted Chin Dip	1	4,549.00		4,549.00
XFT-900	TRUE XFT-900 Functional Trainer	1	5,389.00		5,389.00
XFT-900-TRY	TRUE Optional Storage Trays (2) for XFT/FT-900	1	349.00		349.00
TMS4000-35-...	TRUE Modular 4-Sided Frame with Lat Pulldown, Seated Row, Single Adjustable Cable Column, Triceps	1	9,009.00		9,009.00
9PAD-SPL15-...	Knee Pad Double Stitched Black	2	40.84		81.68
9PAD-SPL15-...	Arm Pad Double Stitched	2	40.42		80.84
9PAD-ST001-...	Seat Pad Assy w/ Fabric Double Stitch	1	62.88		62.88
9PAD-XFW6...	Elbow Pad with Double Stitching	2	76.80		153.60
9PAD-XFW6...	Back Pad With Double Stitching	1	134.40		134.40
9PAD-BK072-...	Assy Back Pad Custom Uph	1	115.40		115.40
9PAD-ST082-...	Seat Pad Custom Uph	1	83.90		83.90
9PAD-TH002-...	Assy Thigh Pad Custom Uph	2	28.08		56.16
9PAD-RL003-...	Roller Pad, Short w/ Vinyl	5	26.40		132.00
9PAD-XFW7...	Seat Pad Custom Uph	1	84.00		84.00
9PAD-XFW7...	Back Pad Custom Uph	1	124.42		124.42
9PAD-XFW5...	Bench Pad Custom Uph	1	146.36		146.36
9SD0024	Seat Pad - SD1001 / SF1000 Double Stitched	2	28.80		57.60
9PAD-RL003-...	Roller Pad Short Double Stitch	2	22.08		44.16
			<b>Total</b>		

Your Total Fitness Shop

4608 West Walnut, Suite C  
 Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
9TMS12007	Bench Pad Double Stitched	1	110.40		110.40
9SD0003	Foam Pads - SD1000 Double Stitched	2	54.00		108.00
9SD0004	Seat Pad - SD1000 / 1003 Double Stitched	2	60.10		120.20
9SD0005	Back Pad - SD1000 / 1003 Double Stitched	2	23.24		46.48
9SD0006	Head Pad - SD1000 / 1003 SF1000 Double Stitched	2	15.74		31.48
9SD0025	Back Pad - SD1001 Double Stitched	1	12.14		12.14
9SD0041	Back Pad - SD1004 Double Stitched	1	27.32		27.32
9SD0042	Seat Pad - SD1004 Double Stitched	1	50.98		50.98
9SD0043	Foam - SD1004 Double Stitched	1	21.08		21.08
9SD0286	Head Pad Double Stitched	1	14.88		14.88
9SD0287	Back Pad Double Stitched	1	74.40		74.40
9SD0288	Seat Pad Double Stitched	1	19.68		19.68
9A 96521D	#363752 Boltaflex Custom	40	1.44		57.60
TSD-005-050U	TROY 12-Sided Solid Urethane Dumbbell Set 5-50lb	1	3,435.84		3,435.84
TSD-055-075U	TROY 12-Sided Solid Urethane Dumbbell Set 55-75lbs	1	2,997.92		2,997.92
TSD-010U	TROY 12-Sided Urethane Encased Dumbbell - 10lb	2	119.40		238.80
TSD-015U	TROY 12-Sided Urethane Encased Dumbbell - 15lb	2	130.62		261.24
TSD-020U	Troy 12-Sided Urethane Dumbbell 20lbs	2	148.56		297.12
TSD-025U	Troy 12-Sided Urethane Dumbbell 25lbs	2	167.36		334.72
TSD-030U	TROY 12-Sided Urethane Encased Dumbbell - 30lb	2	192.06		384.12
TZB-020U	Troy 12-Sided Urethane EZ-Curl Fixed Barbell 20lbs	1	169.37		169.37
TZB-030U	Troy 12-Sided Urethane EZ-Curl Fixed Barbell 30lbs	1	219.22		219.22
			<b>Total</b>		

Your Total Fitness Shop

4608 West Walnut, Suite C  
Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
TZB-040U	Troy 12-Sided Urethane EZ-Curl Fixed Barbell 40lbs	1	249.73		249.73
TZB-050U	Troy 12-Sided Urethane EZ-Curl Fixed Barbell 50lbs	1	274.59		274.59
TZB-060U	Troy 12-Sided Urethane EZ-Curl Fixed Barbell 60lbs	1	308.52		308.52
TSB-020U	Troy 12-Sided Urethane Straight Fixed Barbell 20lbs	1	144.60		144.60
TSB-030U	Troy 12-Sided Urethane Straight Fixed Barbell 30lbs	1	197.30		197.30
TSB-040U	Troy 12-Sided Urethane Straight Fixed Barbell 40lbs	1	235.06		235.06
TSB-050U	Troy 12-Sided Urethane Straight Fixed Barbell 50lbs	1	274.60		274.60
TSB-060U	Troy 12-Sided Urethane Straight Fixed Barbell 60lbs	1	308.52		308.52
BB-10	TROY Barbell Rack	1	711.70		711.70
GOB-86	USA 7' Olympic Style Bar-Chrome 44lbs	2	134.99		269.98
GO-045U	45lb 2" Troy Urethane Interlocking Plate	24	183.68		4,408.32
GO-025U	25lb 2" Troy Urethane Interlocking Plate	12	102.04		1,224.48
GO-010U	10lb 2" Troy Urethane Interlocking Plate	24	50.82		1,219.68
GO-005U	5lb 2" Troy Urethane Interlocking Plate	24	31.06		745.44
GO-002U	2.5lb 2" Troy Urethane Interlocking Plate	12	22.52		270.24
SkiErg w/ Flo...	Concept 2 SkiErg w/ Floor Stand	1	1,150.00		1,150.00
Concept 2 Ro...	Concept2 RowERG	2	1,399.99		2,799.98
T6Pro	NuStep T6Pro	2	7,310.00		14,620.00
20003	NuStep UE8 Max Upper Body Ergometer	1	7,520.00		7,520.00
ATE-A4525-EL	Athletic Edge Aluma Elite 4-Leg Elevating Mat Table - 6' W x 8' L x 21-31"H	1	5,400.00		5,400.00
Freight Delive...	Freight, Delivery, Installation & Set-up (\$17,000 Value) - FREE		0.00		0.00
			<b>Total</b>		

Your Total Fitness Shop

4608 West Walnut, Suite C  
Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
EQUIPMENT	Tariff Surcharge	1	17,189.19		17,189.19
	Total Purchases w/o Tax				337,964.62
HMLTFL-10.0...	Torque Hanging Mat Long Lite 10mm Thick	60	78.00		4,680.00
Club Mat Han...	Adjustable Wall-Mounted Club Mat Hanger	6	88.00		528.00
Mats-GRP	Manduka Mats - GRP Adapt 5mm - 71" Jet Black	25	94.00		2,350.00
GYR500	Body Solid Foam Roller and Yoga Mat Rack	2	242.00		484.00
Lean Cork Bl...	Manduka Lean Cork Block 9x6x3	25	20.00		500.00
Cork Block	Manduka Cork Block 9x6x4	25	24.00		600.00
Yoga Straps	Manduka Yoga Straps - Align 8 Foot-Thunder	25	20.00		500.00
Yoga Blanket	Manduka Yoga Blanket Cotton - Thunder	25	52.00		1,300.00
RHDFT-6-36	Torque High Density Foam Roller 6" x 36"	4	56.00		224.00
OFT-TIDAL-B...	Torque Oceanfoam Tidal Roller, Black Marbled	2	84.00		168.00
Small Bosu S...	Fitness First Small Bosu Storage Rack (Holds 6)	2	300.00		600.00
XPP-12-102	Torque PLYOPROTECT, 12 IN	1	246.00		246.00
XPP-18-102	Torque PLYOPROTECT, 18 IN	1	320.00		320.00
PR2-BLK	Lock-Jaw Pro 2 Barbell Collar - Black Pair	5	78.00		390.00
JR-8FH	Torque Jump Rope, 8FT (2.4M) Foam Handle - Green	5	12.00		60.00
JR-9FH	Torque Jump Rope, 9FT (2.7M) Foam Handle - Red	5	14.00		70.00
JR-10FH	Torque Jump Rope, 10FT (3.0M) Foam Handle - Black	5	16.00		80.00
			<b>Total</b>		

Your Total Fitness Shop

4608 West Walnut, Suite C  
Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
X4MBPI	Torque Medicine Ball Package 1 1 - 4lb 1 - 6lb 1 - 8lb 1 - 10lb 1 - 12lb	1	364.00		364.00
F1011W	Escalade: Original Health Club Step Black/Grey	25	129.99		3,249.75
Step Cart	Step Cart with Casters (Holds 12 Steps & 48 Risers)	2	409.00		818.00
GKBR-3	Troy Vertical Kettlebell & Accessory Rack	1	349.00		349.00
KB-005	VTX 5lb Kettlebell	20	15.00		300.00
KB-010	VTX 10lb Kettlebell	20	26.45		529.00
KB-015	VTX 15lb Kettlebell	20	39.70		794.00
KB-020	VTX 20lb Kettlebell	10	54.00		540.00
KB-025	VTX 25lb Kettlebell	4	66.15		264.60
TRXCLUB4	TRX Commercial Suspension Trainer V.4	30	249.95		7,498.50
TRXXMOUNT2	TRX Xmount	30	39.95		1,198.50
QK-TSLB-ALL	Torque Strength Loop Band Package 41" -1 TSLB-1 (5-35LBS) -1 TSLB-2 (10-60LBS) -1 TSLB-3 (25-80LBS) -1 TSLB-4 (50-120LBS)	5	96.00		480.00
PT-LIGHT	Torque Light Power Tube - Double Handles Nylon Covered (Yellow)	20	32.00		640.00
PT-MEDIUM	Torque Medium Power Tube - Double Handle Nylon Covered (Orange)	20	34.00		680.00
PT-HEAVY	Torque Heavy Power Tube - Double Handle Nylon Covered (Blue)	20	36.00		720.00
PT-XHEAVY	Torque X-Heavy Power Tube - Double Handle Nylon Covered (Purple)	15	40.00		600.00
			<b>Total</b>		

# Your Total Fitness Shop

4608 West Walnut, Suite C  
Rogers, AR 72756

# Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
QK-LBT9-ALL	Torque Loop Band Package -1 LBT9-1 9 IN (23CM) - Level 1 Green -1 LBT9-2 9 IN (23CM) - Level 2 Blue -1 LBT9-3 9 IN (23CM) - Level 3 Yellow -1 LBT9-4 9 IN (23CM) - Level 4 Red -1 LBT9-5 9 IN (23CM) - Level 5 Black	50	24.00		1,200.00
TBR-CN30	TORQUE Battle Rope, Nylon Cover 1.5 IN (38.1 MM) x 30 FT (9.1 M)	1	198.00		198.00
XBRAP-101	Torque Battle Rope Anchor Pole	1	270.00		270.00
CS	Torque Core Slides (Qty 2)	2	18.00		36.00
SBTP-55-102	Torque Stability Ball 55cm Pro Silver	15	28.00		420.00
SBTP-65-102	Torque Stability Ball 65cm Pro-Black	10	28.00		280.00
GF-20BALL	GoFit 20cm Core AB Ball	30	19.99		599.70
CP-JB-2T	Hampton 44 Pair Jelly Bell Set Plus Rectangular Bin Rack (12)2.5 lb., (10)5 lb., (8)7.5 lb., (6)10 lb., (4)12.5 lb., (4)15 lb., (4)20 lb., (4)25 lb.	1	5,786.00		5,786.00
Stability Ball ...	Fitness First Stability Ball Storage (Holds 9)	1	220.00		220.00
Torque Stora...	Torque Storage Rack For -Stability Balls -Bosu Balls -Bands -Battle Rope	1	12,400.00		12,400.00
	Total Purchases w/o Tax				53,535.05
EDiscount	Equipment Discount on Items Purchased.		-22.00%		-11,777.71
	SERVICE AGREEMENT				
SERVICE	0 - 59 MINUTE RADIUS FROM FAY SHOP LOCATION	60	700.00		42,000.00
			<b>Total</b>		

Your Total Fitness Shop

4608 West Walnut, Suite C  
 Rogers, AR 72756

Quote

Date	Estimate #
7/30/2025	4932

Name / Address
C Bentonville Adult Recreation Center

P.O. No.	Terms	Rep	Project
	50% Down 50% ...		

Item	Description	Qty	Cost	Sale	Total
Discount	Discount - Value of 2 year quarterly preventative maintenance - Provided as part of overall package deal with equipment purchase. This service agreement is for 60 total visits (1 monthly visit for 5 years)		-5,600.00		-5,600.00
	Sourcewell : 052324-TRU				
	Sales Tax		9.50%		39,531.59
			<b>Total</b>		\$455,653.55

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH YOUR TOTAL FITNESS SHOP, IN THE AMOUNT FOR FOUR HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FIFTY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$455,653.55), FOR FITNESS EQUIPMENT AT THE ADULT RECREATION CENTER; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Bentonville Parks and Recreation Department determined that True Fitness Equipment is the best option for fitness equipment at the Adult Recreation Center;

**WHEREAS**, Your Total Fitness Shop is the sole source sales and service provider for True Fitness Equipment;

**WHEREAS**, the City is utilizing a cooperative purchasing agreement through Sourcewell Contract #052324-TRU, in compliance with the City's Purchasing Policy; and

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

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement with Your Total Fitness Shop, in the amount of four hundred fifty-five thousand six hundred fifty-three dollars and fifty-five cents (\$455,653.55), to purchase fitness equipment for the Adult Recreation Center;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

**ATTEST:**

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

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

# Memo



To: City Council, Mayor Orman  
Thru: David Wright, Parks and Recreation, Director  
From: Greg Hughes, Parks and Recreation, Recreation Services Manager  
Date: October 15, 2025  
Re: Resolution to Award Bid for Run Bentonville Medals

Parks and Recreation is seeking City Council's approval to award bid to Always Advancing, LLC for the Run Bentonville Half Marathon and Run Bentonville Race Series Medals. In September, purchasing put out IFB 25-70.

Attached is a bid tabulation summary that shows the lowest bid from Always Advancing, LLC at a total estimated cost of \$61,999.40. This expense is fully covered by Run Bentonville Race registration fees.

Thank you for your consideration in this matter.

If you have questions concerning this item, please email me at [ghughes@bentonvillear.com](mailto:ghughes@bentonvillear.com) or call 479.696.0204.

*Attachments:*  
*IFB 25-70 Bid Tabulation*



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/25/2025	1:30 PM CST	Solicitation ID Number:	IFB-25-70
----------------------	-----------	-------------	-------------------------	-----------

Solicitation Title: 2026 Run Bentonville Half-Marathon and Race Series Finisher Medals

Bidders:					Always Advancing, LLC	Blink Marketing Inc. DBA Blink Swag		JD'S House of Trophies		Strive Awards			
Line Item	Estimated Quantity	Medal Size	Unit of Measure	Event	Medal Type	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	4,500	7" x 7"	EA	Bentonville Half Marathon	Finisher (Half Marathon)	\$6.79	\$30,555.00	\$34.42	\$154,890.00	\$23.98	\$107,910.00	\$9.40	\$42,300.00
2	250	4" x 4"	EA	Bentonville Half Marathon	Finisher (Relay)	\$3.37	\$842.50	\$13.40	\$3,350.00	\$9.65	\$2,412.50	\$3.95	\$987.50
3	1,000	3" x 3"	EA	Bentonville Half Marathon	Finisher (5K)	\$1.75	\$1,750.00	\$8.09	\$8,090.00	\$5.75	\$5,750.00	\$2.48	\$2,480.00
4	90	3" x 3"	EA	Bentonville Half Marathon	Age Group (5k) Slider	\$2.45	\$220.50	\$11.71	\$1,053.90	\$8.55	\$769.50	\$1.48	\$133.20
5	90	7" x 7"	EA	Bentonville Half Marathon	Age Group (Half Marathon)	\$6.79	\$611.10	\$41.95	\$3,775.50	\$25.54	\$2,298.60	\$9.40	\$846.00
6	1,600	4" x 4"	EA	Cupid's Kilometers	Finisher	\$2.45	\$3,920.00	\$12.38	\$19,808.00	\$9.21	\$14,736.00	\$3.88	\$6,208.00
7	180	4" x 4"	EA	Cupid's Kilometers	Age Group Slider	\$2.45	\$441.00	\$13.30	\$2,394.00	\$9.98	\$1,796.40	\$2.48	\$446.40
8	2,000	4" x 4"	EA	Irish 5K/10K	Finisher	\$2.42	\$4,840.00	\$12.13	\$24,260.00	\$9.21	\$18,420.00	\$3.83	\$7,660.00
9	180	4" x 4"	EA	Irish 5K/10K	Age Group Slider	\$2.42	\$435.60	\$14.05	\$2,529.00	\$9.98	\$1,796.40	\$2.48	\$446.40
10	1,800	4" x 4"	EA	Glow Run	Finisher	\$2.43	\$4,374.00	\$12.23	\$22,014.00	\$9.21	\$16,578.00	\$3.85	\$6,930.00
11	90	4" x 4"	EA	Glow Run	Age Group Slider	\$2.43	\$218.70	\$15.35	\$1,381.50	\$11.09	\$998.10	\$2.48	\$223.20
12	1,600	4" x 4"	EA	Worst Race Ever	Finisher	\$2.45	\$3,920.00	\$12.38	\$19,808.00	\$9.21	\$14,736.00	\$3.88	\$6,208.00
13	90	4" x 4"	EA	Worst Race Ever	Age Group Slider	\$2.45	\$220.50	\$15.35	\$1,381.50	\$11.09	\$998.10	\$2.48	\$223.20
14	2,000	4" x 4"	EA	Goblin Run	Finisher	\$2.42	\$4,840.00	\$12.13	\$24,260.00	\$9.21	\$18,420.00	\$3.83	\$7,660.00
15	90	4" x 4"	EA	Goblin Run	Age Group Slider	\$2.42	\$217.80	\$15.35	\$1,381.50	\$11.09	\$998.10	\$2.48	\$223.20
16	1,800	4" x 4"	EA	Freedom Frosty	Finisher	\$2.43	\$4,374.00	\$12.23	\$22,014.00	\$9.21	\$16,578.00	\$3.85	\$6,930.00
17	90	4" x 4"	EA	Freedom Frosty	Age Group Slider	\$2.43	\$218.70	\$15.35	\$1,381.50	\$11.09	\$998.10	\$2.48	\$223.20
						\$61,999.40		\$313,772.40		\$226,193.80		\$90,128.30	
						<i>Bid Price Corrected During Bid Tabulation and Evaluation</i>				<i>Bid Price Corrected During Bid Tabulation and Evaluation</i>			

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



Purchasing and Compliance Specialist



Kelsi Frederick  
Purchasing and Compliance Manager

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ALWAYS ADVANCING, LLC, PER UNIT PRICING, FOR 2026 MEDALS FOR THE RUN BENTONVILLE HALF MARATHON AND RACE SERIES FINISHER; AND FOR OTHER PURPOSES.**

**WHEREAS**, Always Advancing, LLC was the lowest bidder for IFB-25-70-2026 for Run Bentonville Half Marathon and Race Series Finisher medals;

**WHEREAS**, all costs are recovered through participant registration revenue; and

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

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into an agreement with Always Advancing, LLC, per the unit prices, for Bentonville Parks and Recreation race medals;

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

**ATTEST:**

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

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---

# Advanced Metering Infrastructure (AMI) Implementation Support

Prepared for:

Bentonville, AR

September 24, 2025



PREPARED BY:

**Thomas Asp**

aspt@powersystem.org

847-922-3978

2424 Rimrock Road, Suite 300

Madison, WI 53713



September 24, 2025

Travis Matlock, PE [via email: [tmatlock@bentonvillear.com](mailto:tmatlock@bentonvillear.com)]  
Electric Utility Director  
City of Bentonville  
3200 Municipal Drive  
Bentonville, AR 72712

**Subject: AMI Implementation Support Proposal**

Travis:

PSE is pleased to provide the City of Bentonville (City) this proposal for Advanced Metering Infrastructure (AMI) implementation support.

Eaton's performance issues during the implementation have caused delays in completing the implementation and have substantially increased PSE's support activities. Eaton's performance issues have ranged from project manager performance to Yukon instability. These issues have resulted in increased meeting frequency, creation of multiple memoros of understanding (MOU) that outline Eaton's non-performance and required resolution, and increased performance monitoring and testing.

We propose to assist the City through the completion of the FSAT as outlined in the MOU executed on September 1, 2025. PSE's tasks include the following:

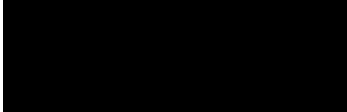
- Participate in bi-weekly meetings through FSAT acceptance
- Provide contract support.
- Provide testing support:
  - Initial performance test with 60 min intervals (100% of meters 90 days)
  - Outage & Restoration with 60 min intervals
  - 15 min interval Test 1 (25% of meters, 1 week)
  - 15 min interval Test 2 (50% of meters, 1 week)
  - 15 min interval Test 3 (75% of meters, 1 week)
  - 15 min interval Test 4 (100% of meters, 90 days)
  - Outage & Restoration with 15 min intervals
  - Support FSAT tests:
    - FSAT test 17 (15-minute data intervals over 7 days)
    - FSAT test 26 (read rate)
    - FSAT test 16 (Confirm the AMI system network is capable of self-healing)
    - FSAT test 20 (Back filling load profile data), and
    - FSAT test 28 (Firmware upgrade via mesh spreader).

Based on the times listed in the MOU, the projected completion of the above tests is the end of August 2026.

The fees for supporting the above support tasks are not to exceed \$26,000. Supporting detail is shown in Exhibit I.

Thank you for the opportunity to submit our proposal qualifications. If you have questions on our submittal or would like to discuss any aspect, please contact me via the email or phone listed below.

Sincerely,



Thomas Asp  
[aspt@powersystem.org](mailto:aspt@powersystem.org)  
847.922.3978

**Exhibit I  
Cost Estimate Summary**

Task	Estimated Hours
Participate in bi-weekly meetings through FSAT acceptance	33
Provide contract support.	24
Provide testing support:	
Initial performance test with 60 min intervals (100% of meters 90 da	4
Outage & Restoration with 60 min intervals	4
15 min interval Test 1 (25% of meters, 1 week)	4
15 min interval Test 2 (50% of meters, 1 week)	4
15 min interval Test 3 (75% of meters, 1 week)	4
15 min interval Test 4 (100% of meters, 90 days)	12
Outage & Restoration with 15 min intervals	4
Support FSAT tests:	
FSAT test 17 (15-minute data intervals over 7 days)	8
FSAT test 26 (read rate)	6
FSAT test 16 (Confirm the AMI system network is capable of self-h	4
FSAT test 20 (Back filling load profile data), and	4
FSAT test 28 (Firmware upgrade via mesh spreader).	4
	119

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH PSE, INCREASING THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED TWENTY-SIX THOUSAND DOLLARS (\$26,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Bentonville has entered into a professional service agreement with PSE on January 10, 2023;

**WHEREAS**, the need has arisen to amend the contract so that PSE can aid BEUD in the selection and implementation of the Electric AMI system which is beyond the scope of the original agreement.

**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 PSE for additional services, increasing the contract amount in an amount not to exceed Twenty-Six Thousand Dollars (\$26,000.00).

Section 2: The 2025 Budget is adjusted to appropriate Twenty-Six Thousand Dollars (\$26,000.00) from Utility Fund reserves to Account #503010-43210 Legal & Professional Services.

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

Section 4 - Repeal of Conflicting 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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*



**SERVICE CONTRACT: 750 Underground Wire**

**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 750 Underground Wire, 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 750 Underground Wire 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: \$120,209.46 (one hundred twenty thousand two hundred nine dollars and forty-six 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]*



Administrative Services  
Purchasing and Compliance Department  
1000 SW 14<sup>th</sup> Street  
Bentonville, AR 72712

## CITY OF BENTONVILLE, ARKANSAS

City Hall  
305 SW A Street  
Bentonville, AR 72712

**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.



Administrative Services  
Purchasing and Compliance Department  
1000 SW 14<sup>th</sup> Street  
Bentonville, AR 72712

## CITY OF BENTONVILLE, ARKANSAS

City Hall  
305 SW A Street  
Bentonville, AR 72712

**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 14<sup>th</sup> 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 14<sup>th</sup> 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 14<sup>th</sup> 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 750 Underground Wire. The Contractor will be responsible for supply 750 Underground Wire. Delivery must be made to the specified location within the agreed-upon timeframe.

Location: Inventory Department - 501 SW 28<sup>th</sup> Street Bentonville, AR 72712

Lead time: 16 – 20 Weeks



Administrative Services  
Purchasing and Compliance Department  
1000 SW 14<sup>th</sup> 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  
15KV Underground Primary Cable  
Quote Form**

<u>BEUD Inventory Part Number</u>	<u>Wire Size</u>	<u>Feet Required</u>	<u>Price Per Foot AECI</u>	<u>Extended Price</u>	<u>Lead Time</u>	<u>Price Per Foot Irby</u>	<u>Extended Price</u>	<u>Price Per Foot Techline</u>	<u>Extended Price</u>
2192	750 1/3 Neutral AL	9 reels							
		1054	\$13.22	\$13,933.88	16-20 weeks	\$16.05	\$16,916.70	\$17.02	\$17,939.08
		1054	\$13.22	\$13,933.88	16-20 weeks	\$16.05	\$16,916.70	\$17.02	\$17,939.08
		1054	\$13.22	\$13,933.88	16-20 weeks	\$16.05	\$16,916.70	\$17.02	\$17,939.08
		912	\$13.22	\$12,056.64	16-20 weeks	\$16.05	\$14,637.60	\$17.02	\$15,522.24
		912	\$13.22	\$12,056.64	16-20 weeks	\$16.05	\$14,637.60	\$17.02	\$15,522.24
		912	\$13.22	\$12,056.64	16-20 weeks	\$16.05	\$14,637.60	\$17.02	\$15,522.24
		1065	\$13.22	\$14,079.30	16-20 weeks	\$16.05	\$17,093.25	\$17.02	\$18,126.30
		1065	\$13.22	\$14,079.30	16-20 weeks	\$16.05	\$17,093.25	\$17.02	\$18,126.30
		1065	\$13.22	\$14,079.30	16-20 weeks	\$16.05	\$17,093.25	\$17.02	\$18,126.30
<b>Total Price for All Line Items</b>				\$120,209.46			\$145,942.65		\$154,762.86

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

**AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO WAIVE COMPETITIVE BIDDING AND ENTER INTO AN AGREEMENT WITH ARKANSAS ELECTRIC FOR THE PURCHASE OF 750 UNDERGROUND WIRE PER UNIT PRICES IN THE ESTIMATED AMOUNT OF ONE-HUNDRED TWENTY THOUSAND TWO-HUNDRED NINE DOLLARS AND FORTY-SIX CENTS (\$120,209.46); PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Inventory Warehouse Department needs to purchase 750 Underground Wire;

**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 Arkansas Electric, per the unit prices, for the purchase of 750 Underground Wire in the estimated amount of One-Hundred Twenty Thousand Two-Hundred Nine Dollars and Forty-Six Cents (\$120,209.46).

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 750 Underground Wire.

Section 3 - Emergency Clause: The need to make this purchase 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 4 Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

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

**PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

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

**ATTEST:**

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



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

**Item Details**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---



# CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated 10/28/2025 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 Fourth Contract Amendment was approved by City Council on August 26, in an amount not to exceed \$2,500,000.00 per year for each contract awarded
6. The Agreement is Amended as follows:
7. The estimated total of payments for the contract is estimated to be \$2,800,000.00 per contract term.
8. This Amendment shall be effective immediately when fully executed.
9. 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 THREE-HUNDRED THOUSAND DOLLARS (\$300,000.00); 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 four times;

**WHEREAS**, the need has arisen to amend the contract again 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 three hundred thousand dollars (\$300,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate three hundred thousand dollars (\$300,000.00) 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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

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

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*



# CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated October 28, 2025 is made by the City of Bentonville, Arkansas (“City”) and Hickman Underground, LLC (“Contractor”), parties to the Invitation for Bid (IFB)-25-32 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water and Sewer Maintenance Work, dated April 22, 2025 (the “Agreement”).

1. The Original Agreement that was approved by City Council on April 8, 2025, 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 July 22, 2025, in an amount not to exceed \$1,000,000.00 per year for each contract awarded.
3. The Agreement is Amended as follows:
4. The estimated total of payments for the contract is estimated to be \$1,200,000.00 per contract term.
5. This Amendment shall be effective immediately when fully executed.
6. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

**THE CITY OF BENTONVILLE, ARKANSAS**

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

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

**Company Name:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AMENDED AGREEMENT WITH HICKMAN UNDERGROUND, LLC, INCREASING THE CONTRACT AMOUNT BY TWO-HUNDRED THOUSAND DOLLARS (\$200,000.00); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, The City of Bentonville has entered into a contract with Hickman Underground, LLC. dated April 22, 2025; Said contract has been amended once before.

**WHEREAS**, the need has arisen to amend the contract again 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 Hickman Underground, LLC. for additional services, increasing the contract amount by two hundred thousand dollars (\$200,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate two hundred thousand dollars (\$200,000.00) 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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---



# CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated October 28, 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 Utilities Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Water Service Line Replacement, dated 9/22/2024 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
  - a. One (1) year, beginning on November 20, 2025, and ending on November 20, 2026.
4. The estimated total payments due under this and all future renewal term(s) shall not exceed City Council approved fiscal year departmental budget per year.
5. This amendment shall be effective immediately when fully executed.
6. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

**THE CITY OF BENTONVILLE, ARKANSAS**

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

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

**Company Name:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

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

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CALCON, INC. TO EXTEND THE IFB-24-70 CONTRACT FOR AN ADDITIONAL ONE-YEAR TERM; AND FOR OTHER PURPOSES.**

**WHEREAS**, Calcon, Inc. was awarded the contract for IFB-24-70.

**WHEREAS**, the term of the contract now needs to be extended for an additional one-year term in order to continue repairs to the water service line.

**WHEREAS**, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Calcon, Inc. to extend the contract for IFB-24-70 for an additional one-year term in order to continue repairs to the water service line. The estimated total payments due under this and all future renewal term(s) shall not exceed the City Council approved fiscal year departmental budget per year.

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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

---



# CITY OF BENTONVILLE, ARKANSAS

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

City Hall – 305 SW A Street Bentonville, Arkansas 72712

## AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated October 28, 2025 is made by the City of Bentonville, Arkansas (“City”) and Mo-Ark Utilities. (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Utilities Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Water Service Line Replacement, dated 9/22/2024 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
  - a. One (1) year, beginning on November 20, 2025, and ending on November 20, 2026.
4. The estimated total payments due under this and all future renewal term(s) shall be calculated:
  - a. Based on the per unit prices offered by the lowest responsive and responsible bidder, as determined through the competitive bidding process conducted prior to this renewal term as set forth in **Exhibit A**, and
  - b. Shall not exceed City Council approved fiscal year departmental budget per year.
5. This amendment shall be effective immediately when fully executed.
6. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

**THE CITY OF BENTONVILLE, ARKANSAS**

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

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

**Company Name:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**Name(printed):** \_\_\_\_\_

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




## EXHIBIT A

---

### IFB-24-70 BID TABULATION

*\*The purpose of this Bid Tabulation is to show the Bid Prices of the Awarded Contractor. Any additional bids submitted are excluded from this Bid Tabulation.*

 <b>CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT</b> <b>FORMAL SEALED BID TABULATION</b>									
Date of Bid Opening:	10/10/2024	Time of Bid Opening:	1:00 PM	Solicitation ID Number:	IFB-24-70				
Solicitation Title: Indefinite Delivery - Indefinite Quantity (IDIQ) Water Service Line Replacement Work									
Bidders:			Calcon, Inc		Goins Enterprises, Inc		Mo-Ark Utilities		
Line Item	Estimated Quantity	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
<b>Unit Prices: Concrete Work</b>									
<i>All concrete work shall include demolition and haul off.</i>									
1	100	LF	Construct curb and gutter per Street Specifications (include base in price)	\$200.00	\$20,000.00	\$75.00	\$7,500.00	\$95.00	\$9,500.00
2	100	SY	Construct sidewalks per Street Specifications (include base in price)	\$360.00	\$36,000.00	\$135.00	\$13,500.00	\$195.00	\$19,500.00
3	100	SY	Construct driveways (include base in price)	\$360.00	\$36,000.00	\$135.00	\$13,500.00	\$195.00	\$19,500.00
<b>Unit Prices: Water service line replacement (Corporation and Meter Setter to remain)</b>									
<i>Short side services are generally 10ft in length or less, not to exceed 20ft. Long side services are generally 50ft in length or less, not to exceed 70ft. All services must be installed with PEX A service line material with tracer wire. Long side services must be installed in a 2" conduit. All yard work shall be included in these line items. Seed or Sod will be required to match existing species.</i>									
4	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 0 ft to 7 ft)	\$2,630.00	\$657,500.00	\$4,500.00	\$1,125,000.00	\$3,275.00	\$818,750.00
5	250	EA	Furnish and Install New service line 1", Main side (Includes all excavation at 8 ft to 13 ft)	\$2,905.00	\$726,250.00	\$5,000.00	\$1,250,000.00	\$4,075.00	\$1,018,750.00
6	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 0 ft to 7 ft)	\$3,305.00	\$826,250.00	\$5,000.00	\$1,250,000.00	\$4,187.00	\$1,046,750.00
7	250	EA	Furnish and Install New service line 1", Long Side (Includes all excavation at 8 ft to 13 ft)	\$3,580.00	\$895,000.00	\$5,500.00	\$1,375,000.00	\$4,987.00	\$1,246,750.00
8	250	EA	Furnish and Install New Service Line Only 1" Main Side (No excavation needed)	\$675.00	\$168,750.00	\$2,000.00	\$500,000.00	\$450.00	\$112,500.00
9	250	EA	Furnish and Install New Service Line Only 1" Long Side (No excavation needed)	\$810.00	\$202,500.00	\$2,300.00	\$575,000.00	\$675.00	\$168,750.00
<b>Unit Prices: Directional Boring</b>									
<i>Long side services generally cross city streets that are 20' to 30' back of curb to back of curb. The bore includes 2" conduit and shall extend 2' behind the curb.</i>									
10	30000	LF	Directional Boring of 2" conduit. (long side only)	\$60.00	\$1,800,000.00	\$40.00	\$1,200,000.00	\$64.00	\$1,920,000.00
<b>Labor Rate</b>									
11	1	Per Hour	(In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	\$50.00	\$50.00	\$95.00	\$95.00	\$50.00	\$50.00
12	1	Per Hour	Equipment and Operator (In dollars per hour for miscellaneous items) (This dollar amount is outside of the Line Items in this Bid – all other Line Items shall include labor rates in addition to all other costs)	\$200.00	\$200.00	\$220.00	\$220.00	\$150.00	\$150.00
<b>Total Bid Price</b>				<b>\$5,368,250.00</b>		<b>\$7,309,500.00</b>		<b>\$6,380,750.00</b>	
<b>Surcharge for Priority Start (within 7 calendar days of Work Assignment Date)</b>				<b>\$2,500.00</b>		<b>\$500.00</b>		<b>\$1,200.00</b>	
<b>Surcharge for Emergency Start (within 12 hours of written notification)</b>				<b>\$5,000.00</b>		<b>\$2,000.00</b>		<b>\$4,500.00</b>	
				*Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.		*Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.		*Total Bid Price was corrected to exclude Lines 11 & 12 during Bid Evaluation.	
purchasing@bentonville.com - (479) 271-3115									

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH MO-ARK UTILITIES TO EXTEND THE IFB-24-70 CONTRACT FOR AN ADDITIONAL ONE-YEAR TERM; AND FOR OTHER PURPOSES.**

**WHEREAS**, Mo-Ark Utilities was awarded the contract for IFB-24-70.

**WHEREAS**, the term of the contract now needs to be extended for an additional one-year term in order to continue repairs to the water service line.

**WHEREAS**, no budget adjustment is necessary.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Mo-Ark Utilities to extend the contract for IFB-24-70 for an additional one-year term in order to continue repairs to the water service line. The estimated total payments due under this and all future renewal term(s) shall not exceed the City Council approved fiscal year departmental budget per year.

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**

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

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

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

**Title, Recommendation & Justification**

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

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

**Budget Impact**

**Is this Item Budgeted?**      YES    NO    ITEM HAS NO COST    OTHER: \_\_\_\_\_

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

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

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*



**CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT  
FORMAL SEALED BID TABULATION**

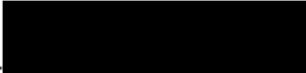
<b>Date of Bid Opening:</b>	10/16/25	<b>Time of Bid Opening:</b>	1:00PM CST	IFB-25-25 RE-BID
-----------------------------	----------	-----------------------------	------------	------------------

Solicitation Title: Compost Facility Asphalt Pad Repair

Bidders:				Cyrus Services, LLC		Emery Sapp & Sons, Inc.		APAC-Central, Inc.		Diamond C Construction	
Line Item	Unit of Measure	Estimated Quantity	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	EA	2	Mobilization/Demobilization			\$4,200.00	\$8,400.00	\$5,625.00	\$11,250.00	\$3,500.00	\$7,000.00
2	CY	222.2	Removal and Disposal of Asphalt Pavement	<i>*Cyrus Services, LLC Bid Submission was rejected during bid evaluation.</i>		\$85.83	\$19,071.43	\$49.75	\$11,054.45	\$48.00	\$10,665.60
3	CY	222.2	Reconstructed Base Course (Recycled Material)			\$121.43	\$26,981.75	\$148.50	\$32,996.70	\$115.00	\$25,553.00
4	CY	222.2	(PG70-22) ACHM Surface (3/8")			\$558.60	\$124,120.92	\$385.25	\$85,602.55	\$673.00	\$149,540.60
<b>Total Bid Price</b>						\$178,574.09		\$140,903.70		\$192,759.20	
<b>Notes</b>						<i>*Total Bid Price was corrected during bid evaluation.</i>					

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

**TABULATION VERIFICATION**

  
 Tanya Moore  
 Purchasing and Compliance Specialist

  
 Kelsi Frederick  
 Purchasing and Compliance Manager

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

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH APAC-CENTRAL, INC. FOR REPAIR OF THE COMPOST PAD IN THE AMOUNT OF ONE-HUNDRED FORTY THOUSAND NINE-HUNDRED THREE DOLLARS AND SEVENTY CENTS (\$140,903.70); AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

**WHEREAS**, APAC-Central, Inc. is the lowest responsive bidder for bid IFB-25-25 Re-Bid;

**WHEREAS**, this contract is for repair to the damaged areas of the Compost Pad as a result of the May 2024 storms.

**WHEREAS**, 75% of the cost should be reimbursed by FEMA.

**WHEREAS**, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with APAC-Central, Inc in the amount of One-Hundred Forty Thousand Nine-Hundred Three Dollars and Seventy Cents (\$140,903.70) for repairs to the Compost Pad as a result of the May 2024 storms.

Section 2: The 2025 Budget is adjusted to appropriate the same from Utility Fund reserves into Account #503030-44430 Building/Ground Maintenance.

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

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

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

\_\_\_\_\_  
**STEPHANIE ORMAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**MALORIE MARRS, CITY CLERK**



**Consent Agenda Item**

**For the City Council meeting on October 28, 2025**

**Details**

**Lot Split: Lots 15 & 16 of Deming's 2nd Addition Block 16, Creating Lots 18, 19, 20, and 21 of Deming's 2nd Addition Block 16. 300, 310, 308, and 310 Northwest 5th Street, DN-2, Downtown Medium Density Residential, LS24-0033.**

A Lot Split of Lots 15 and 16 in Block 16 of Deming's 2nd Addition, Creating Lots 18, 19, 20, and 21 in Block 16 of Deming's 2nd Addition. The plat is dedicating 99.33 square feet of right-of-way along Northwest B Street. There is an existing duplex addressed 310 and 308 Northwest 5th Street on Lots 18 and 19, respectively, and another existing duplex addressed 302 and 300 Northwest 5th Street on Lots 20 and 21, respectively.

 **PENDING PC Items**

*NW 6TH ST*

*NW C ST*

*NW B ST*

*Lots 15 & 16  
Demings 2nd  
Addition*

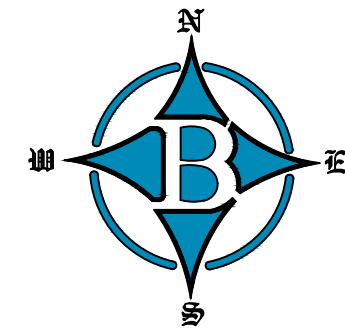
*NW 5TH ST*



**LS24-0033**  
**Lots 15 & 16 Block 16 Demings 2nd Addition**  
**Lot Split**



# LOT SPLIT ON LOTS 15 & 16, BLOCK 16 DEMING'S 2ND ADDITION CREATING NEW LOTS 18, 19, 20 & 21



### ADJACENT LAND OWNERS

1) SMOTHERS, JOHN  
503 NW B ST  
BENTONVILLE, AR  
PARCEL #01-02219-000  
LOT 17, BLOCK 16 DEMING'S 2ND ADD.  
ZONED: R-1

2) WALSWORTH, STUART & DICE, JENNIFER  
208 NW 5TH ST  
BENTONVILLE, AR  
PARCEL #01-02211-000  
LOT 16, BLOCK 15 DEMING'S 2ND ADD.  
ZONED: R-1

3) HURST, MARTIN & RINA GURSAHANEY  
207 NW 5TH ST  
BENTONVILLE, AR  
PARCEL #01-02109-000  
LOT 12, BLOCK 4  
ZONED: R-1

4) HOLCOMB, GARY  
301 NW 5TH ST  
BENTONVILLE, AR  
PARCEL #01-02216-000  
LOTS 1 & 2, BLOCK 5 DEMING'S 2ND ADD.  
ZONED: R-1

5) CLATANOFF, MELANIE & OTIS, JOSHUA  
326 NW 5TH ST  
BENTONVILLE, AR  
PARCEL #01-02217-000  
LOT 14, BLOCK 16, DEMING'S 2ND ADD.  
ZONED: R-1

FIELD WORK:  
AUGUST 8 & 11, 2025

BASIS OF BEARING:  
GPS OBSERVATION - AR NORTH ZONE  
NAD83(2011) HORIZONTAL DATUM

- REFERENCE DOCUMENTS:
- 1) PLAT OF SURVEY FILED IN BOOK L2020 AT PAGE 20046
  - 2) PLAT OF SURVEY FILED IN BOOK L2025 AT PAGE 19064
  - 3) PLAT OF SURVEY FILED IN BOOK 2015 AT PAGE 388
  - 4) PLAT OF SURVEY FILED IN BOOK 2015 AT PAGE 400
  - 5) PLAT OF SURVEY FILED IN BOOK L2024 AT PAGE 25076
  - 6) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 47038
  - 7) PLAT OF SURVEY FILED IN BOOK L2023 AT PAGE 63374
  - 8) PLAT OF SURVEY FILED IN BOOK L2019 AT PAGE 5249
  - 9) PLAT OF SURVEY FILED IN BOOK 2014 AT PAGE 15
  - 10) PLAT OF SURVEY FILED IN BOOK 9 AT PAGE 157
  - 11) PLAT OF SURVEY FILED IN BOOK 3 AT PAGE 114
  - 12) PLAT OF SURVEY FILED IN BOOK 1 AT PAGE 228
  - 13) PLAT OF SURVEY FILED IN BOOK M AT PAGE 134
  - 14) PLAT OF SURVEY FILED IN BOOK 2018 AT PAGE 64986
  - 15) PLAT OF SURVEY FILED IN BOOK P AT PAGE 167
  - 16) FINAL PLAT OF DEMING'S 2ND ADDITION FILED IN BOOK B AT PAGE 24
  - 17) WARRANT DEED FILED IN BOOK L2023 AT PAGE 46676

### PROPERTY ZONED:

DN-2

-C.O.B. ZONE C (3) OUTER SAFETY ZONE (OSZ)

### BUILDING SETBACK NOTE:

SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT [www.bentonvilleplanning.com](http://www.bentonvilleplanning.com) OR CALL THE PLANNING DEPARTMENT @ 479-271-3122

### SURVEY DESCRIPTIONS:

PARCELS #01-02218-000 & #01-02218-001 EXISTING WARRANTY DEED DESCRIPTION (B. L2023, P. 46676):  
PART OF LOTS 10, 11 & 12, BLOCK 16 IN DEMING'S SECOND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 111.26' FROM THE NORTHWEST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S02°30'59"W 79.18' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 34.49', THENCE LEAVING SAID RIGHT-OF-WAY N02°57'21"E 79.17', THENCE S87°22'21"E 33.88' TO THE POINT OF BEGINNING, CONTAINING 2706.64 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### NEW LOT 18:

A PART OF LOT 15, BLOCK 16, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 71.14' FROM THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S02°56'59"W 79.19' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 33.52', THENCE LEAVING SAID RIGHT-OF-WAY N02°30'59"E 79.18', THENCE S87°22'21"E 34.12' TO THE POINT OF BEGINNING, CONTAINING 2678.04 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### NEW LOT 19:

A PART OF LOT 15, BLOCK 16, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 71.14' FROM THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S02°56'59"W 79.19' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 33.52', THENCE LEAVING SAID RIGHT-OF-WAY N02°30'59"E 79.18', THENCE S87°22'21"E 34.12' TO THE POINT OF BEGINNING, CONTAINING 2678.04 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### NEW LOT 20:

A PART OF LOT 16, BLOCK 16, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 45.73' FROM THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S02°42'23"W 79.20' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 31.94', THENCE LEAVING SAID RIGHT-OF-WAY N02°56'59"E 79.19', THENCE S87°22'21"E 31.41' TO THE POINT OF BEGINNING, CONTAINING 2508.61 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### NEW LOT 21:

A PART OF LOT 16, BLOCK 16, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 1.58' FROM THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S01°28'34"W 63.11', THENCE S02°46'55"W 15.92' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 0.54' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST B STREET, THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG SAID WEST RIGHT-OF-WAY N02°56'59"E 79.19', THENCE S87°22'21"E 31.41' TO THE POINT OF BEGINNING, CONTAINING 3454.63 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### M.S.P. R/W DEDICATION PER THIS PLAT:

A PART OF LOT 16, BLOCK 16, DEMING'S 2ND ADDITION TO THE CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°44'53"W 63.06' AND N87°22'21"W 1.58' FROM THE NORTHEAST CORNER OF LOT 12 OF SAID BLOCK 16 AND RUNNING THENCE S01°28'34"W 63.11', THENCE S02°46'55"W 15.92' TO THE NORTH MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST 5TH STREET, THENCE ALONG SAID RIGHT-OF-WAY N87°21'17"W 0.54' TO THE WEST MASTER STREET PLAN RIGHT-OF-WAY IN NORTHWEST B STREET, THENCE LEAVING SAID NORTH RIGHT-OF-WAY AND ALONG SAID WEST RIGHT-OF-WAY N02°56'59"E 79.19', THENCE S87°22'21"E 31.41' TO THE POINT OF BEGINNING, CONTAINING 99.33 SQUARE FEET, SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

### PROPERTY OWNER / DEVELOPER:

PARK SPRINGS MODERN LLC  
848 NW C ST  
BENTONVILLE, AR 72712

### CONTACT INFO:

markhaneynw@gmail.com  
479-442-9350

### ATLAS PAGE:

361

### CERTIFICATE OF SURVEYING ACCURACY:

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

### DATE OF EXECUTION:

\_\_\_\_\_

### SIGNED:

DERRICK THOMAS - REGISTERED LAND SURVEYOR NO. 1642 - STATE OF ARKANSAS

### OWNER'S CERTIFICATION:

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

### DATE OF EXECUTION:

\_\_\_\_\_

### SIGNED:

PARK SRPINGS MODERN LLC (MARK HANEY)

### SOURCE OF TITLE: W.D. L2023-46676

SUBSCRIBED AND SWORN BEFORE ME, THIS  
DAY OF \_\_\_\_\_, 2025.

### NOTARY PUBLIC

### CERTIFICATE OF APPROVAL:

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

### DATE OF EXECUTION:

\_\_\_\_\_

### SIGNED:

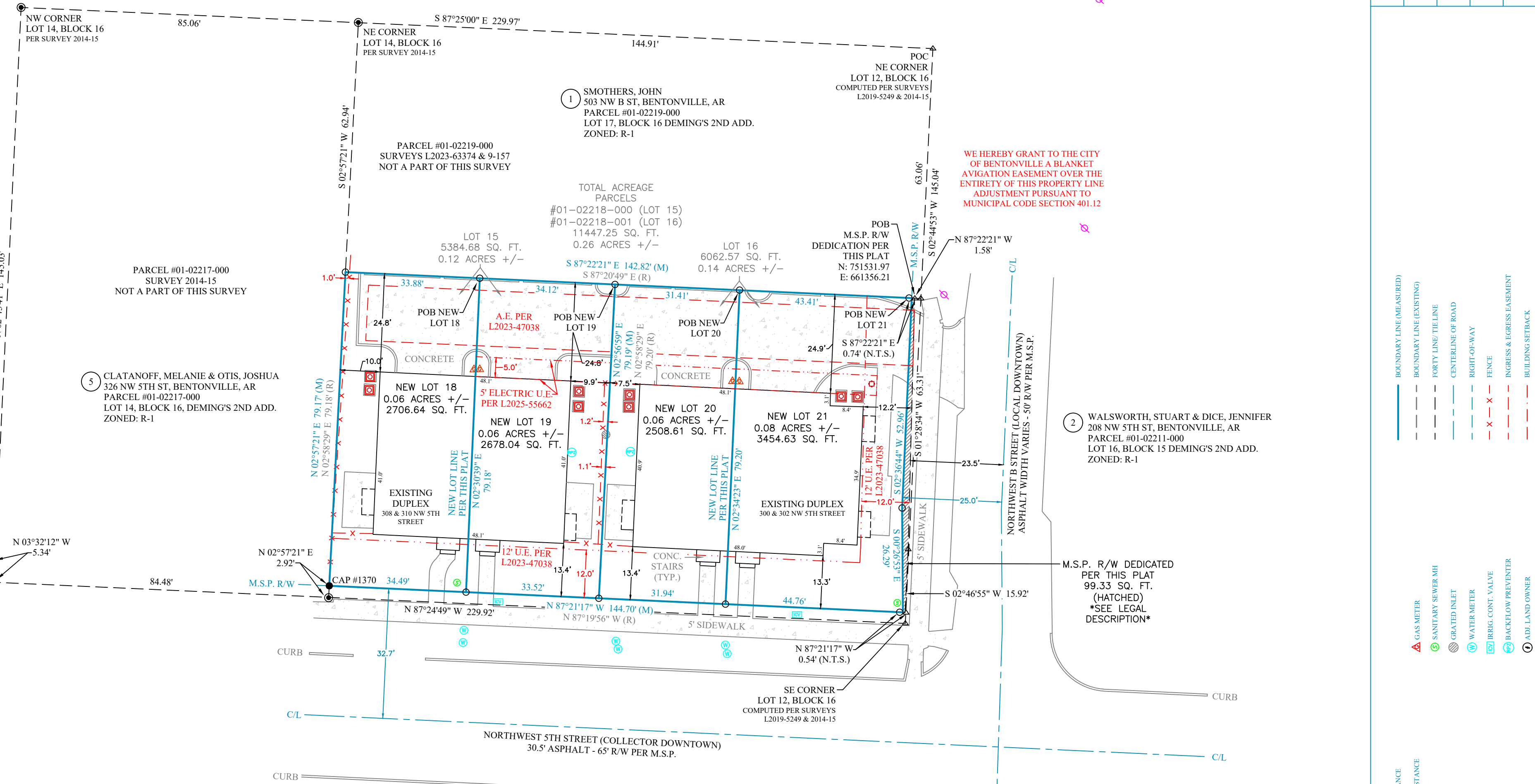
BENTONVILLE PLANNING  
COMMISSION CHAIRMAN

### SIGNED:

MAYOR, CITY OF BENTONVILLE

### SIGNED:

CITY CLERK, CITY OF BENTONVILLE



### PLAT NOTES:

- 1) RECORD (R) BEARINGS AND DISTANCES ARE SHOWN PER SURVEY L2023-47038.
- 2) SOME FEATURES AND OR SYMBOLS ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR VISUAL CLARITY.
- 3) THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES, GIS, AND/OR UTILITY MAPS PROVIDED BY LOCAL UTILITY COMPANIES. NOT ALL UTILITY COMPANIES MAY HAVE RESPONDED TO OUR REQUEST FOR MAPS AND/OR INFORMATION. ALL UTILITY LINES APPEARING ON THIS PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND NEED TO BE VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.
- 4) 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.
- 5) OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO INSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
- 6) 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.
- 7) THERE MAY NOT BE ANY FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
- 8) THERE ARE NO WAIVERS, VARIANCES, OR CONDITIONAL USES BEING REQUESTED WITH THIS PROJECT.
- 9) 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.

### BEUD NOTES:

1. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS TO GET ELECTRIC SERVICE.
2. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDISTALS, JUNCTION BOXES, ETC) ON THE LOT LINE OF A DEVELOPER. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
3. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
4. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR @ 479-271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
5. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.

### FLOOD CERTIFICATION:

NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR BENTON COUNTY, ARKANSAS. (FIRM PANEL #5907C0096). DATED 9/28/2007.



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 11TH DAY OF AUGUST, 2025.



DATE: \_\_\_\_\_  
IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLUE IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY HAVE BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



DATE	RECORDING NUMBER/DATE
08/22/25	
10/06/25	

DATE	RECORDING NUMBER/DATE
08/22/25	
10/06/25	

SYMBOL	DESCRIPTION
(Blue dashed line)	BOUNDARY LINE (UNDEVELOPED)
(Red dashed line)	BOUNDARY LINE (EXISTING)
(Black dashed line)	PROPERTY LINE (EXISTING)
(Black solid line)	CENTERS OF ROAD
(Red dashed line)	RIGHT-OF-WAY
(Red dashed line)	FENCE
(Red dashed line)	INONES & LOGSSES EASEMENT
(Red dashed line)	BUILDING SETBACK
(Green circle)	AS METER
(Green circle)	SANITARY SEWER M/I
(Green circle)	GRAVEL INLET
(Green circle)	WATER METER
(Green circle)	IRREG. CONT. VALVE
(Green circle)	WATER METER
(Green circle)	ELECTRICAL METER
(Green circle)	POWER

LEGEND:  
THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

**BATES** Engineers - Surveyors  
7208 S. Pleasant Ridge Dr. Fayetteville, Arkansas 72704 - 479.442.1300

FOR USE AND BENEFIT OF:  
**SOUTHERN SIGHTS, LLC**  
ADDRESS: 300 S. 308 & 310 NORTHWEST 5TH STREET  
DATE: 7/22/25  
SCALE: 1"=20'  
LOCATION: LOTS 18 & 19  
SUBMITTED: TH  
DRAFTED: BA  
REVIEWED: DT  
CON. PATHS

DRAWING #25-166

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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 15 & 16, BLOCK 16 OF DEMING’S 2ND ADDITION CREATING NEW LOTS 18-21, BLOCK 16 OF DEMING’S 2ND ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS24-0033)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 15 & 16, BLOCK 16 OF DEMING’S 2ND ADDITION creating new LOTS 18-21, BLOCK 16 OF DEMING’S 2ND ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 21, 2025;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

**WHEREAS**, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

**WHEREAS**, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 15 & 16, BLOCK 16 OF DEMING’S 2ND ADDITION creating new LOTS 18-21, BLOCK 16 OF DEMING’S 2ND ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

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

**ATTEST:**

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



**Consent Agenda Item**

**For the City Council meeting on October 28, 2025**

**Details**

**Lot Split: Lots 31, 32, & 33 of Deming's Addition Block 6, Creating Lots 37, 38, 39, 40, 41, & 42 of Deming's Addition Block 6. 431, 433, 441, 443, 451, & 453 Northwest Loblolly Lane, DN-3, Downtown High Density Residential, LS25-0035.**

A Lot Split of Lots 31, 32, & 33 in Block 6 of Deming's Addition, Creating Lots 37, 38, 39, 40, 41, & 42 in Block 6 of Deming's Addition. The lots have direct access to Northwest Loblolly Lane, an 18-foot-wide alley. No dedications were made per this plat.



Pending PC Item

NW D ST

NW 5TH ST

NW  
LOBLOLLY LN

NW C ST

*Creating Lots  
37-42 Block 6  
Deming's Addt.*

DICKSON

NW 4TH ST

JACKSON  
ST



LS25-0035

*Creating Lots 37-42 Block 6 Deming's Addt*

431 NW 5th St





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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 31-33, BLOCK 6 OF DEMING’S ADDITION CREATING NEW LOTS 37-42, BLOCK 6 OF DEMING’S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS25-0035)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 31-33, BLOCK 6 OF DEMING’S ADDITION creating new LOTS 37-42, BLOCK 6 OF DEMING’S ADDITION N, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 21, 2025;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

**WHEREAS**, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

**WHEREAS**, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 31-33, BLOCK 6 OF DEMING’S ADDITION creating new LOTS 37-42, BLOCK 6 OF DEMING’S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

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

**ATTEST:**

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



**Consent Agenda Item**

**For the City Council meeting on October 28, 2025**

**Details**

**Lot Split: Lots 34, 35, & 36 of Deming's Addition Block 6, Creating Lots 43, 44, 45, 46, 47, & 48 of Deming's Addition Block 6. 430, 432, 440, 442, 450, & 452 Northwest Loblolly Lane, DN-3, Downtown High Density Residential, LS25-0036.**

A Lot Split of Lots 34, 35, & 36 in Block 6 of Deming's Addition, Creating Lots 43, 44, 45, 46, 47, & 48 in Block 6 of Deming's Addition. The lots have direct access to Northwest Loblolly Lane, an 18-foot-wide alley. No dedications were made per this plat.



Pending PC Item

NW 5TH ST

NW D ST

NW LOBLOLLY LN

*Creating Lots  
43-48 Block 6  
Deming's Addt.*

NW C ST

DICKSON

NW 4TH ST

JACKSON ST



LS25-0036

*Creating Lots 43-48 Block 6 Deming's Addt*

409 NW 5TH ST





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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 34-36, BLOCK 6 OF DEMING’S ADDITION CREATING NEW LOTS 43-48, BLOCK 6 OF DEMING’S ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: LS25-0036)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOTS 34-36, BLOCK 6 OF DEMING’S ADDITION creating new LOTS 43-48, BLOCK 6 OF DEMING’S ADDITION, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 21, 2025;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

**WHEREAS**, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

**WHEREAS**, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOTS 34-36, BLOCK 6 OF DEMING’S ADDITION creating new LOTS 43-48, BLOCK 6 OF DEMING’S ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

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

**ATTEST:**

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



## Consent Agenda Item

For the City Council meeting on October 28, 2025

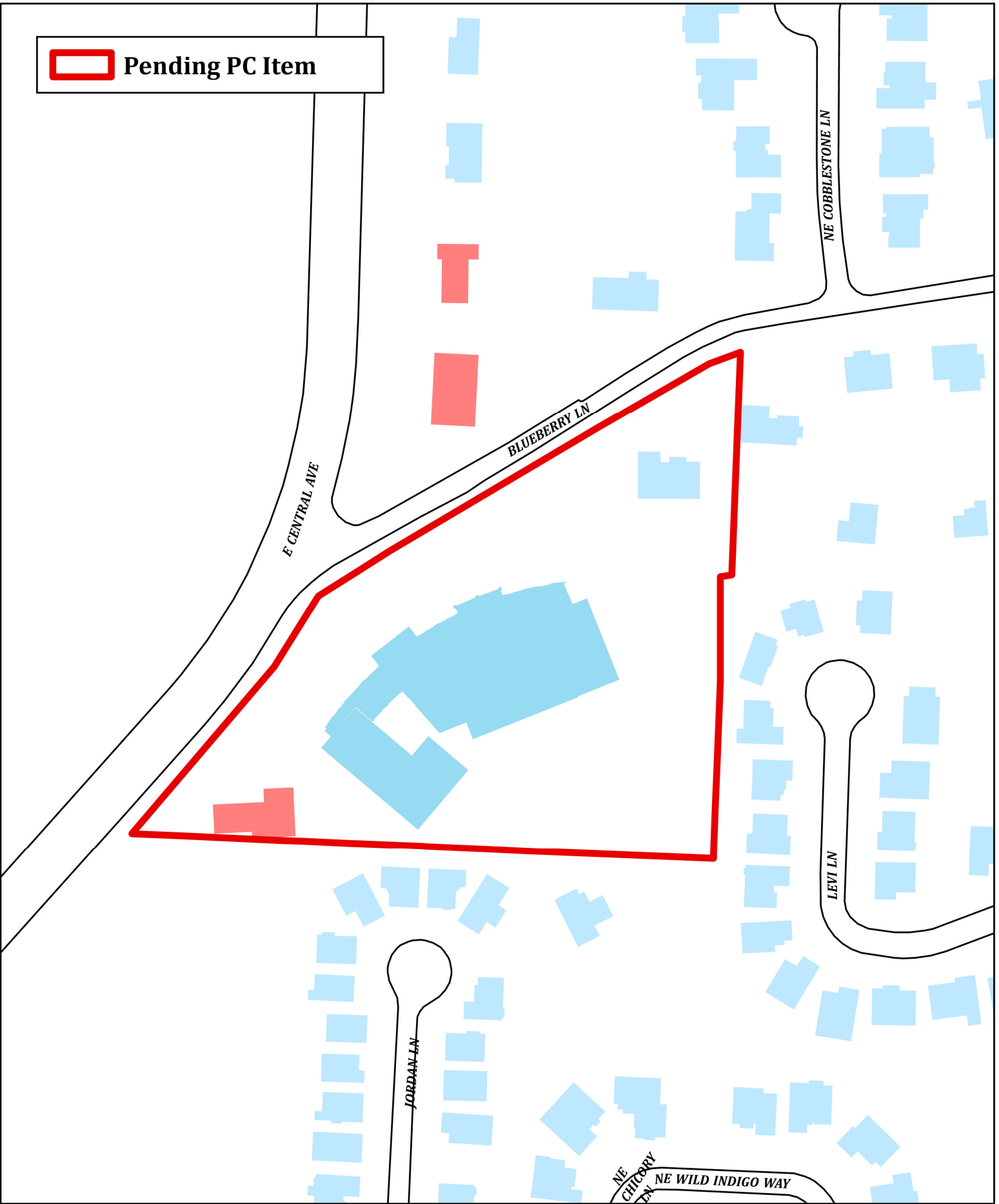
### Details

**Property Line Adjustment: Lot 1 Calvary Tabernacle Addition and Lot 1 Dean Addition, Creating Lot 2 of Calvary Tabernacle Addition and Lot 3 of Dean Addition. 2610 East Central Avenue, R-O, Residential Office, & 2906 Blueberry Lane, R-1, Low Density Single Family Residential, PLA25-0024.**

A Property Line Adjustment of Lot 1 of Calvary Tabernacle Addition and Lot 1 of Dean Addition, Creating Lot 2 of Calvary Tabernacle Addition and Lot 3 of Dean Addition. The plat is dedicating a variable width utility easement along a portion of the southern property line of Lot 2 of Calvary Tabernacle Addition. The plat is dedicating another variable width utility easement along an existing 15-foot-wide gas easement running along Blueberry Lane in part of Lot 2 of Calvary Tabernacle Addition and Lot 3 of Dean Addition. Another variable width utility easement is being dedicated that runs along the western property line of Lot 3 in Dean Addition. The plat is also dedicating a variable width pedestrian easement along a portion of Blueberry Lane in Lot 2 of Calvary Tabernacle Addition. This Property Line Adjustment is associated with the Large Scale Development project LSD25-0027 Calvary Church Addition which was approved by Planning Commission on 9/2/2025. The buildings shown on the plat will be demolished according to the Demo Plan in LSD25-0027.



Pending PC Item



**PLA25-0024**

**Creating Lot 2 Calvary Tabernacle Addition & Lot 3 Dean Addition  
2610 E Central Ave**



## PARENT TRACT DESCRIPTION:

BEING ALL OF LOT 1 OF CALVARY TABERNACLE ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2008 AT PAGE 47 IN THE RECORDS OF BENTON COUNTY, ARKANSAS.

BEING ALL OF LOT 1 OF DEAN ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK P1 AT PAGE 883 IN THE RECORDS OF BENTON COUNTY, ARKANSAS.

## LOT 2 SURVEY DESCRIPTION

BEING ALL OF LOT 1 OF CALVARY TABERNACLE ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK 2008 AT PAGE 47 IN THE RECORDS OF BENTON COUNTY, ARKANSAS ALSO BEING A PART OF LOT 1 OF DEAN ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK P1 AT PAGE 883 IN THE RECORDS OF BENTON COUNTY, ARKANSAS BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF CALVARY TABERNACLE ADDITION BEING A FOUND 5/8" REBAR: THENCE NORTH 87°25'05" WEST ALONG THE SOUTH BOUNDARY OF SAID LOT 1 CALVARY TABERNACLE ADDITION, A DISTANCE OF 668.94 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913" BEING ON THE EAST RIGHT-OF-WAY OF U.S. HIGHWAY 72 FROM WHICH A FOUND 5/8" REBAR BEARS NORTH 85°18'46" WEST A DISTANCE OF 3.61 FEET AND A FOUND 5/8" REBAR WITH CAP EMBOSSED "PS #1759" BEARS SOUTH 42°35'52" WEST A DISTANCE OF 3.73 FEET ALONG SAID RIGHT-OF-WAY; THENCE ALONG SAID EAST RIGHT-OF-WAY FOR THE FOLLOWING FOUR (4) CALLS:

- 1) DEPARTING SAID SOUTH BOUNDARY, NORTH 41°50'08" EAST A DISTANCE OF 176.79 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913" AT THE BEGINNING ON A TANGENT CURVE TO THE LEFT;
- 2) 172.45 FEET ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 612.96 FEET BEING SUBTENDED BY A CHORD BEARING NORTH 33°46'32" EAST A DISTANCE OF 171.89 FEET TO A 2" ALUMINUM MONUMENT EMBOSSED "PS #406";
- 3) NORTH 59°20'54" EAST A DISTANCE OF 96.72 FEET TO A POINT FROM WHICH A FOUND BENT 5/8" REBAR BEARS NORTH 79°00'42" WEST A DISTANCE OF 1.78 FEET;
- 4) NORTH 28°38'14" WEST A DISTANCE OF 5.01 FEET TO THE POINT OF INTERSECTION OF SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY 72 AND SOUTH RIGHT-OF-WAY OF BLUEBERRY LANE FROM WHICH A DISTURBED 5/8" REBAR BEARS NORTH 74°13'09" WEST A DISTANCE OF 1.58 FEET;

THENCE ALONG SAID SOUTH RIGHT-OF-WAY OF BLUEBERRY LANE FOR THE FOLLOWING THREE (3) CALLS:

- 1) DEPARTING SAID EAST RIGHT-OF-WAY OF U.S. HIGHWAY 72, NORTH 60°16'53" EAST A DISTANCE OF 131.21 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913";
- 2) NORTH 59°12'21" EAST A DISTANCE OF 148.91 FEET TO A FOUND 5/8" REBAR;
- 3) SOUTH 00°29'52" WEST A DISTANCE OF 2.10 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913";

THENCE ALONG THE HEREIN DESCRIBED EAST BOUNDARY OF LOT 2 FOR THE FOLLOWING FOUR (4) CALLS:

- 1) DEPARTING SAID SOUTH RIGHT-OF-WAY OF BLUEBERRY LANE AND CONTINUING SOUTH 00°29'52" WEST ALONG THE WEST BOUNDARY OF AFOREMENTIONED LOT 1 OF DEAN ADDITION, A DISTANCE OF 115.43 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913";
- 2) DEPARTING SAID WEST BOUNDARY, SOUTH 20°27'27" EAST A DISTANCE OF 112.19 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913" BEING ON THE SOUTH BOUNDARY OF SAID LOT 1 OF DEAN ADDITION;
- 3) SOUTH 87°37'39" EAST ALONG SAID SOUTH BOUNDARY, A DISTANCE OF 103.24 FEET TO FOUND 5/8" REBAR;
- 4) DEPARTING SAID SOUTH BOUNDARY, SOUTH 01°56'14" WEST ALONG THE EAST BOUNDARY OF AFOREMENTIONED LOT 1 OF TABERNACLE ADDITION, A DISTANCE OF 272.95 FEET

TO THE POINT OF BEGINNING CONTAINING 4.42 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

## LOT 3 SURVEY DESCRIPTION:

BEING A PART OF LOT 1 OF DEAN ADDITION IN THE CITY OF BENTONVILLE ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN PLAT BOOK P1 AT PAGE 883 IN THE RECORDS OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS:

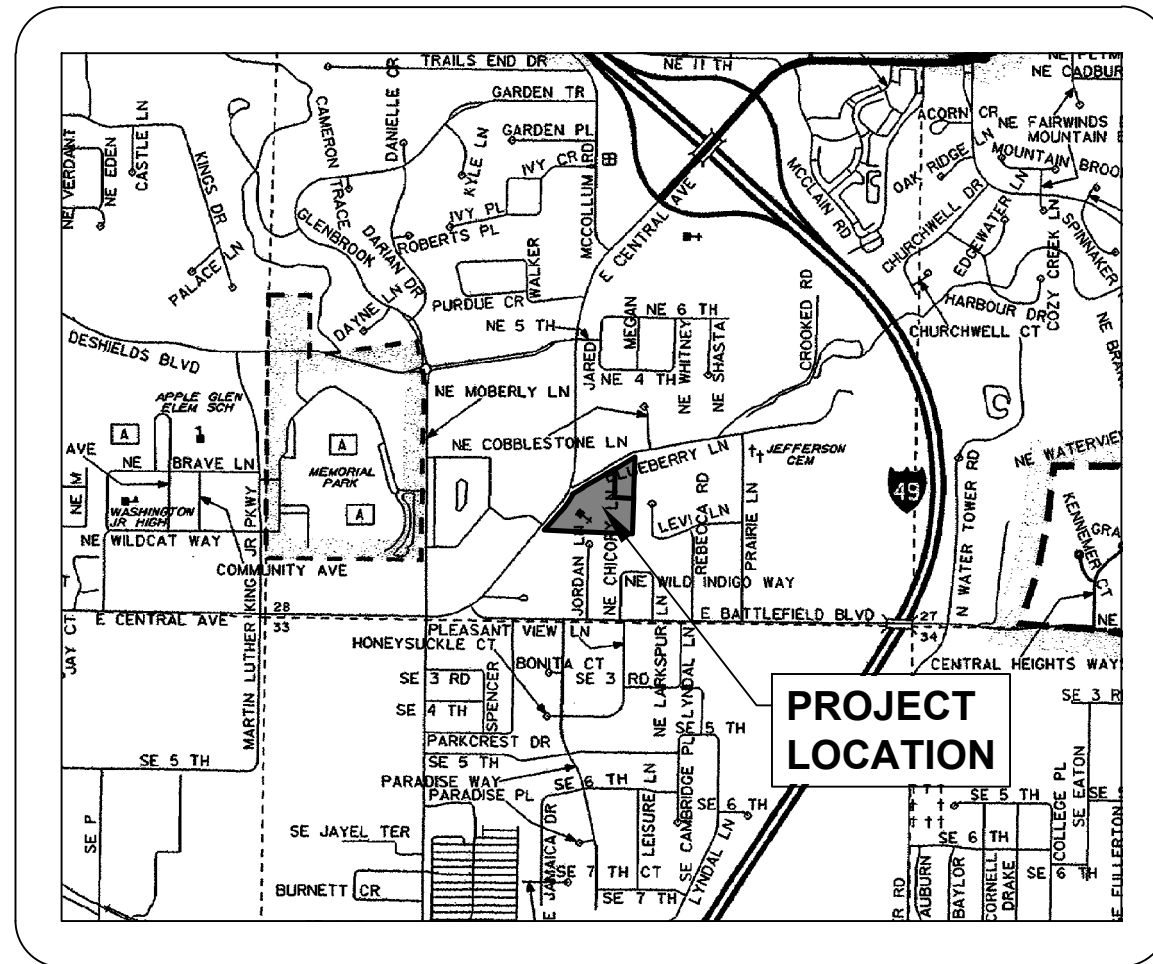
BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1 OF DEAN ADDITION BEING A FOUND 5/8" REBAR; THENCE NORTH 87°37'39" WEST A DISTANCE OF 103.24 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913"; THENCE ALONG THE HEREIN DESCRIBED WEST BOUNDARY OF LOT 3 FOR THE FOLLOWING TWO (2) CALLS:

- 1) DEPARTING SAID SOUTH BOUNDARY, NORTH 20°27'27" WEST A DISTANCE OF 112.19 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913" BEING ON THE WEST BOUNDARY OF SAID LOT 1 OF DEAN ADDITION;
- 2) NORTH 00°29'52" EAST ALONG SAID WEST BOUNDARY, A DISTANCE OF 115.43 FEET TO A SET 5/8" REBAR WITH CAP EMBOSSED "PS #1913" BEING ON THE SOUTH RIGHT-OF-WAY OF BLUEBERRY LANE;

THENCE DEPARTING SAID HEREIN DESCRIBED WEST BOUNDARY, NORTH 59°01'57" EAST ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 177.33 FEET TO THE NORTHEAST CORNER OF SAID LOT 1 BEING MARKED BY A SET MAG NAIL AND WASHER EMBOSSED "PS #1913"; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY, SOUTH 01°56'14" WEST A DISTANCE OF 316.24 FEET TO THE POINT OF BEGINNING CONTAINING 0.85 ACRES MORE OR LESS BEING SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

## REFERENCED DOCUMENTS:

1. SURVEY BY THOMAS COPELIN PS 944 PLAT BOOK P1 PAGE 883
2. SURVEY BY THOMAS COPELIN PS 944 PLAT BOOK 2008 PAGE 47
3. WARRANTY DEED BOOK 525 PAGE 800
4. QUIT CLAIM DEED 547 PAGE 680
5. WARRANTY DEED BOOK 1997 PAGE 039476
6. SURVEY BY NIKOLAY NEDKOV PS 1759 STATE PLAT 20250314014609
7. SURVEY BY JAMES THOMPSON PS 406 STATE PLAT 202101080072
8. ARDOT RIGHT-OF-WAY MAP JOB 090718
9. BENTON COUNTY COURT ORDER STATE HIGHWAY COMMISSION OF THE STATE OF ARKANSAS JOB NO. 9147



## LOCATION MAP

NOT TO SCALE

## NOTES:

1. BASIS OF BEARING: GRID NORTH, ARKANSAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE (0301), NAD 83 HORIZONTAL DATUM AND NAVD 88 VERTICAL DATUM (GEOID 18) ORTHOMETRIC HEIGHTS AND CONTOURS ARE DERIVED FROM TERRESTRIAL AND RTK GNSS OBSERVATIONS ALSO BASED ON POST-PROCESSED SOLUTION. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, TO CONVERT BEARINGS TO GEODETIC ROTATE BY THE CONVERGENCE ANGLE, TO CONVERT DISTANCES TO GROUND DIVIDE BY THE COMBINED SCALE FACTOR.
  - CONVERGENCE ANGLE: -01°16'01.4"
  - COMBINED SCALE FACTOR: 0.9999733866
  - VALUES CALCULATED AT: THE SOUTHEAST CORNER OF LOT 2 BEING A FOUND 5/8" REBAR.
  - N: 749773.7 E: 671301.5 Z: 1291.8'
2. ACCORDING TO THE COMMUNITY PANEL NO. 0260K OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE MAP OR FLOOD HAZARD BOUNDARY MAP DATED 06/05/2012. THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN ZONE X DEFINED AS - AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
3. 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/](http://www.bentonvilleplanning.com/) OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
4. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.
5. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS PROPERTY LINE ADJUSTMENT PURSUANT TO MUNICIPAL CODE SECTION 401.12
6. 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.
7. 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.
8. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
9. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
10. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIME FRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS
11. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
12. THE SOUTHWEST CORNER OF LOT 1, DEAN'S ADDITION WILL STILL BE R1. THE PROPERTY LINE ADJUSTMENT DOES NOT ADJUST THE BOUNDARIES OF THE ZONE.
13. TOPOGRAPHIC INFORMATION SHOWN HEREON WAS PROVIDED FROM A SURVEY CONDUCTED UNDER THE DIRECTION OF ANOTHER SURVEYOR IN MARCH 2021 FOR DESIGN PURPOSES ONLY. ACTUAL SITE CONDITIONS MAY VARY FROM THOSE DEPICTED. THIS SURVEYOR MAKES NO CERTIFICATION AS TO THE CURRENT ACCURACY OR COMPLETENESS OF SAID TOPOGRAPHIC INFORMATION.
14. MONUMENTS LABELED "BENT" WERE FOUND LEANING BUT INTACT. THESE WERE EXCAVATED UNTIL THE UNDISTURBED PORTION WAS EXPOSED AND MEASURED FROM THAT POINT. MONUMENTS LABELED "DISTURBED" WERE FOUND UNRELIABLE AND WERE NOT ACCEPTED FOR BOUNDARY CONTROL.

**OWNER**  
**CALVARY CHURCH UP**  
 2612 E. CENTRAL AVENUE  
 BENTONVILLE, AR 72712  
 TEL. 479-633-1627

**OWNER**  
**DEAN, JOHN M & DEBORAH D**  
 PO BOX 93  
 BENTONVILLE, AR 72712

**SURVEYOR**  
**HALFF**  
 2407 SE COTTONWOOD ST.  
 BENTONVILLE, AR 72712  
 CONTACT: JOSHUA BEMBENEK, PS  
 EMAIL: JBEMBENEK@HALFF.COM  
 TEL: 479.579.3982

## CERTIFICATE OF OWNERSHIP

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

### OWNER 1:

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

SIGNED: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

### OWNER 2:

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

SIGNED: \_\_\_\_\_

NAME AND ADDRESS: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

## CERTIFICATE OF APPROVAL

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

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

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

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

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

## CERTIFICATE OF SURVEYING ACCURACY

I, JOSHUA BEMBENEK, 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 PLATS HAVE BEEN MET.

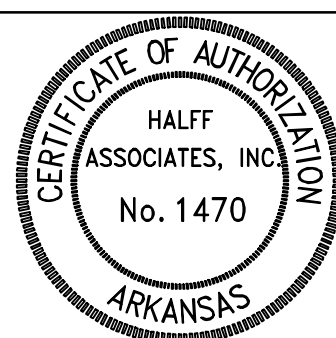
DATE OF EXECUTION: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
 PROFESSIONAL SURVEYOR  
 NO. 1913  
 STATE OF ARKANSAS

CITY PROJECT NUMBER: PLA25-0024

ARKANSAS PLAT CODE: 500-20N-30W-0-28-203-04-1913

REVISION		
NO.	DATE	DESCRIPTION
1	10.1.2025	REVISED PER CITY COMMENTS



**PRELIMINARY**  
 FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

JOSHUA BEMBENEK 1913  
 NAME LICENSE NO.  
 10/3/2025 DATE  
 ##### AR  
 FIRM / BUSINESS NO. STATE



**PROPERTY LINE ADJUSTMENT**  
 OF LOT 1 CALVARY TABERNACLE ADDITION AND LOT 1 DEAN ADDITION  
**CREATING LOT 2 CALVARY TABERNACLE ADDITION & LOT 3 DEAN ADDITION**

SITUATED IN THE S. 1/2 OF SECTION 28  
 SECTION 28, T-20-N, R-30-W  
 BENTONVILLE, BENTON COUNTY, ARKANSAS

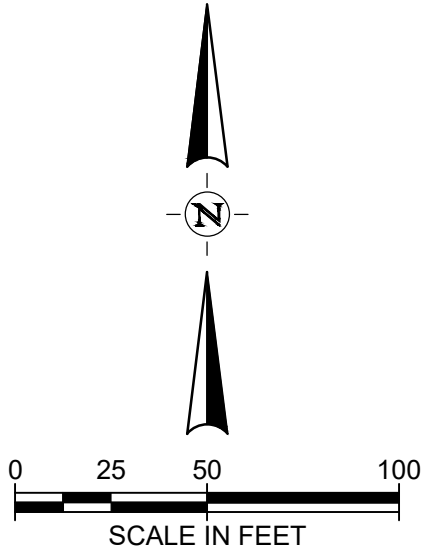
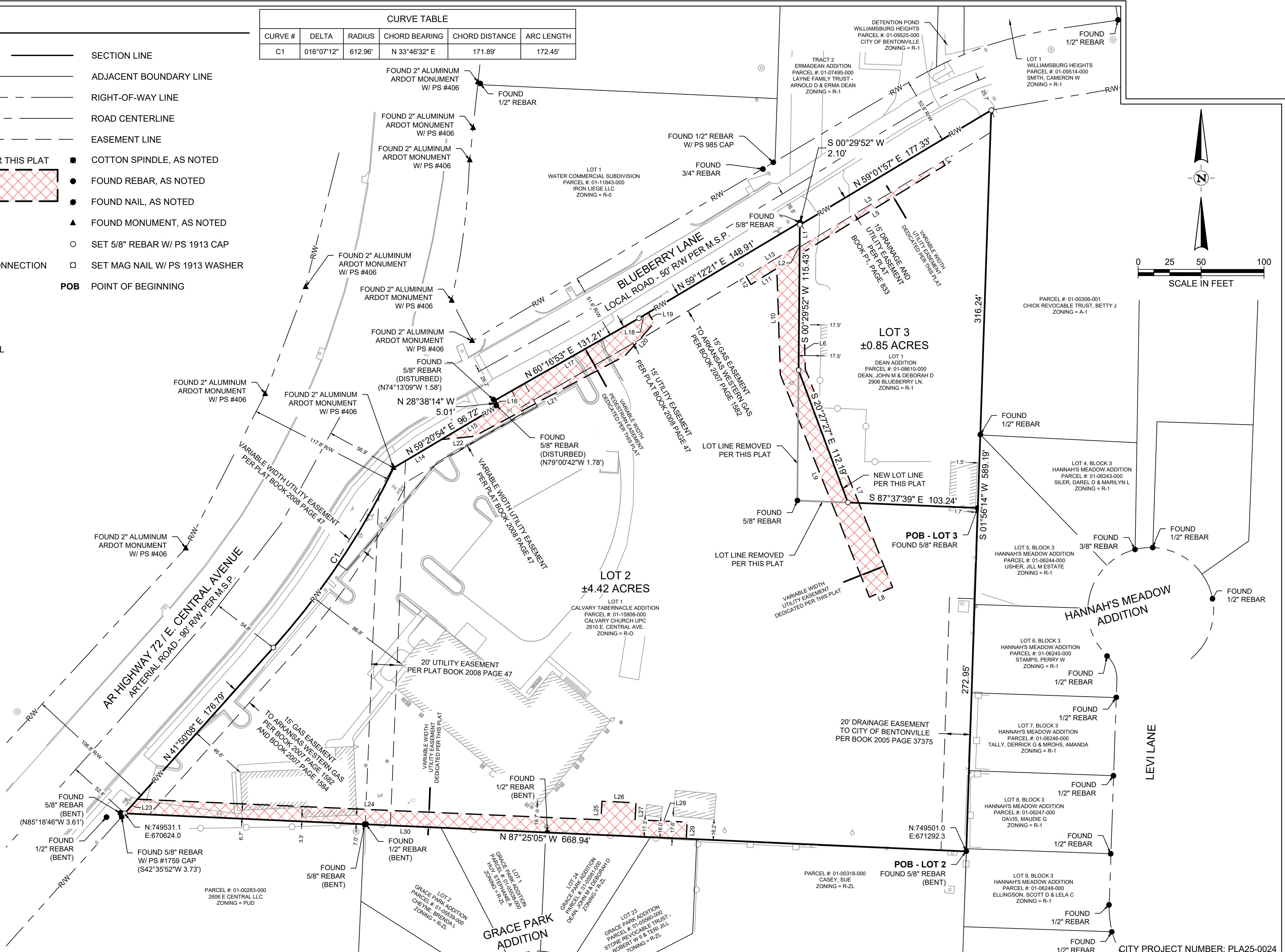
PROJECT NO.:	57802.001
ISSUED:	10/3/2025
DRAWN BY:	JDS
CHECKED BY:	JB
SCALE:	N/A
SHEET TITLE:	PROPERTY LINE ADJUSTMENT
<b>PAGE 1 OF 2</b>	

**LEGEND:**

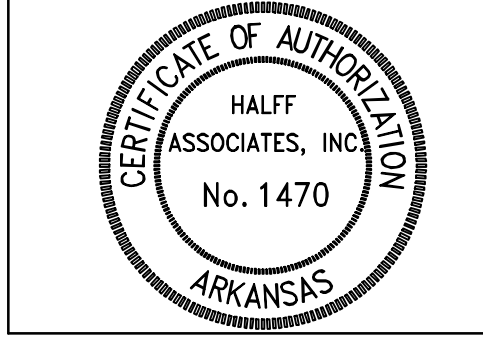
- SECTION LINE
- ADJACENT BOUNDARY LINE
- RIGHT-OF-WAY LINE
- ROAD CENTERLINE
- EASEMENT LINE
- ▨ DEDICATED EASEMENT PER THIS PLAT
- COTTON SPINDLE, AS NOTED
- FOUND REBAR, AS NOTED
- FOUND NAIL, AS NOTED
- ▲ FOUND MONUMENT, AS NOTED
- SET 5/8" REBAR W/ PS 1913 CAP
- SET MAG NAIL W/ PS 1913 WASHER
- POB POINT OF BEGINNING
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ⊙ WATER SPIGOT
- ⊙ WATER VALVE
- ⊙ FIRE DEPARTMENT CONNECTION
- ⊙ SEWER MANHOLE
- ⊙ POWER POLE
- ⊙ ELECTRIC METER
- ⊙ SIGN
- ⊙ AIR CONDITIONER
- ⊙ TRANSFORMER
- ⊙ GAS METER
- ⊙ TELEPHONE PEDESTAL
- ⊙ CLEAN-OUT
- ▨ STRUCTURE

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	016°07'12"	612.96'	N 33°46'32" E	171.89'	172.45'

EASEMENT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 00°29'52" W	15.45'
L2	N 00°29'52" E	2.13'
L3	S 59°01'57" W	132.45'
L4	N 31°32'10" W	3.71'
L5	N 58°27'50" E	133.79'
L6	N 01°56'18" W	92.11'
L7	N 21°47'15" W	186.54'
L8	N 67°04'31" E	20.00'
L9	S 21°47'15" E	190.44'
L10	S 01°56'18" E	84.25'
L11	N 58°27'50" E	24.08'
L12	S 30°41'01" E	7.47'
L13	S 59°12'21" W	49.46'
L14	N 59°20'54" E	44.13'
L15	N 59°20'54" E	52.59'
L16	N 28°38'14" W	5.01'
L17	N 60°16'53" E	131.21'
L18	N 59°12'21" E	8.75'
L19	S 30°41'02" E	9.36'
L20	S 41°41'58" W	35.33'
L21	S 61°53'07" W	135.49'
L22	S 84°36'40" W	26.18'
L23	N 41°50'08" E	15.14'
L24	S 87°26'59" E	368.53'
L25	N 02°49'58" E	14.85'
L26	S 87°10'02" E	27.00'
L27	S 02°49'58" W	13.47'
L28	S 87°27'03" E	41.38'
L29	S 02°33'01" W	13.22'
L30	N 87°25'05" W	446.51'



REVISION		
NO.	DATE	DESCRIPTION
1	10.1.2025	REVISED PER CITY COMMENTS



**PRELIMINARY**  
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

JOSHUA BEMBENEK 1913  
NAME LICENSE NO.  
10/3/2025 DATE  
FIRM / BUSINESS NO. STATE

**PROPERTY LINE ADJUSTMENT**  
OF LOT 1 CALVARY TABERNAACLE ADDITION AND LOT 1 DEAN ADDITION  
**CREATING LOT 2 CALVARY TABERNAACLE ADDITION & LOT 3 DEAN ADDITION**

SITUATED IN THE S. 1/2 OF SECTION 28  
SECTION 28, T-20-N, R-30-W  
BENTONVILLE, BENTON COUNTY, ARKANSAS

PROJECT NO.:	57802.001
ISSUED:	10/3/2025
DRAWN BY:	JDS
CHECKED BY:	JB
SCALE:	1" = 50'
SHEET TITLE:	PROPERTY LINE ADJUSTMENT
<b>PAGE 2 OF 2</b>	

FILE NAME: A:\577000s\57802\001\SURV\CADD\Sheets\PLAT-PLA-57802.001.dwg DATE: October 3, 2025, TIME: 9:18 AM, USER: ah5165

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

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT 1 OF CALVARY TABERNACLE ADDITION & LOT 1 OF DEAN ADDITION CREATING NEW LOT 2 OF CALVARY TABERNACLE ADDITION & LOT 3 OF DEAN ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.**

**(PROJECT NUMBER: PLA25-0024)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the property line adjustment of LOT 1 OF CALVARY TABERNACLE ADDITION & LOT 1 OF DEAN ADDITION creating new LOT 2 OF CALVARY TABERNACLE ADDITION & LOT 3 OF DEAN ADDITION the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on October 21, 2025;

**WHEREAS**, said property line adjustment is attached hereto as Exhibit “A”;

**WHEREAS**, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and

**WHEREAS**, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of LOT 1 OF CALVARY TABERNACLE ADDITION & LOT 1 OF DEAN ADDITION creating new LOT 2 OF CALVARY TABERNACLE ADDITION & LOT 3 OF DEAN ADDITION to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes;

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said 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:**

**ATTEST:**

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

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



**Consent Agenda Item**

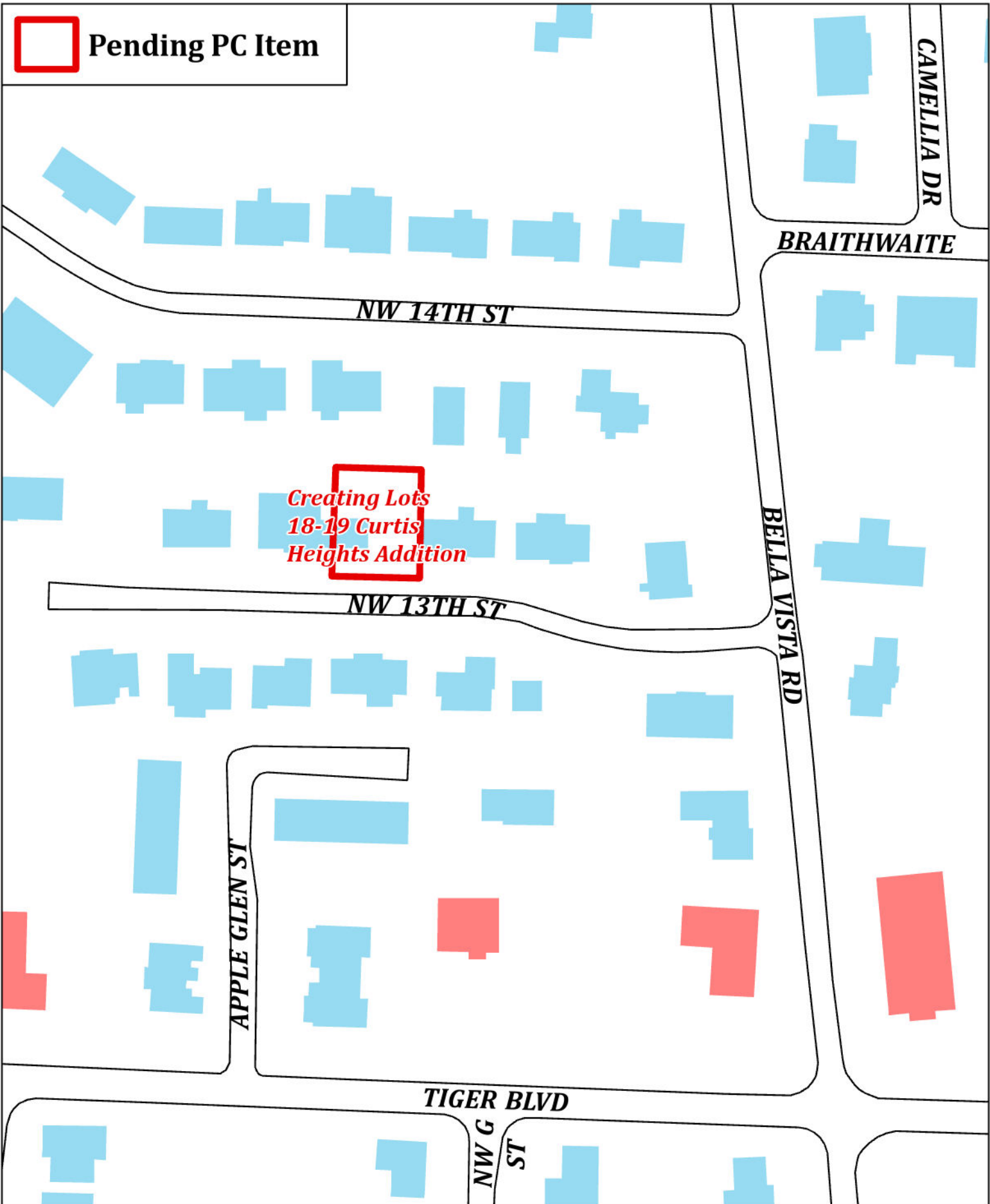
**For the City Council meeting on October 28, 2025**

**Details**

**Lot Split: Lot 13 Curtis Heights, Creating Lots 18 & 19 Curtis Heights. 810 Northwest 13th Street, R-2 Medium Density Two Family and Townhome Residential, LS25-0028.**

A Lot Split of Lot 13 in Curtis Heights, Creating Lots 18 & 19 in Curtis Heights. Five feet of right-of-way is being dedicated along Northwest 13th Street in both lots. There is also a 15-foot-wide utility easement being dedicated per this plat.

 Pending PC Item



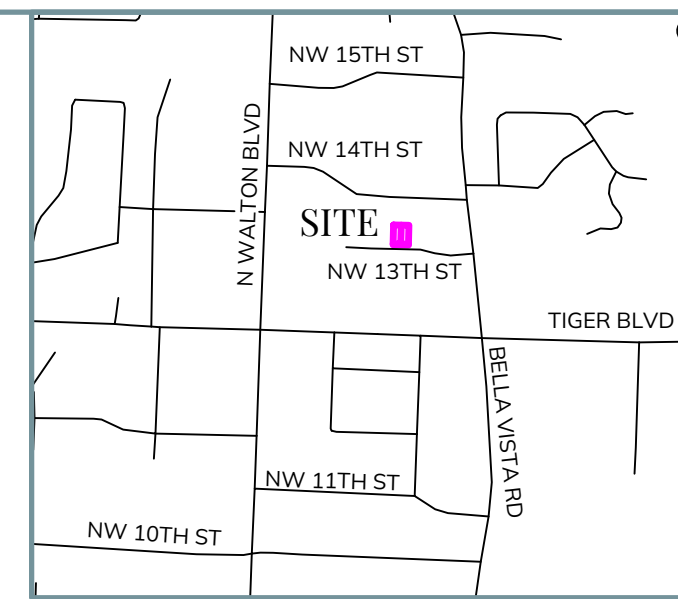
*Creating Lots  
18-19 Curtis  
Heights Addition*



**LS25-0028**  
**Creating Lots 18-19 Curtis Heights Addition**  
**804 NW 13TH ST**



# LOT SPLIT OF EXISTING LOT 13 CREATING NEW LOT 18 AND LOT 19 CURTIS HEIGHTS, AN ADDITION TO THE CITY OF BENTONVILLE



### SURVEY DESCRIPTION OF PUBLIC R/W

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

SIGNED: \_\_\_\_\_  
JOHN GOINS DATE \_\_\_\_\_

SIGNED: \_\_\_\_\_  
JOHNNA GOINS DATE \_\_\_\_\_

OWNERS ADDRESS: \_\_\_\_\_

SOURCE OF TITLE: INSTR. L202443057

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

### SURVEY DESCRIPTION OF PUBLIC R/W

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

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

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

SIGNED \_\_\_\_\_  
BENTONVILLE MAYOR

SIGNED \_\_\_\_\_  
BENTONVILLE CITY CLERK

### LEGAL DESCRIPTION EXISTING LOT 13

ALL OF LOT 13, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS.

### SURVEY DESCRIPTION OF NEW LOT 18

PART OF LOT 13, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF SAID LOT 13, N01°14'09"E 5.00 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759 FOR THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE N01°14'09"E, CROSSING A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AT A DISTANCE OF 96.71 FEET AND CONTINUING FOR A TOATAL DISTANCE OF 97.71 FEET TO THE NORTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE NORTH LINE OF SAID LOT 13, S88°45'51"E 40.00 FEET; THENCE DEPARTING SAID NORTH LINE, S01°14'09"W, CROSSING A SET PIN WITH CAP PLS 1759 AT A DISTANCE OF 1.00 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 97.71 FEET TO SET 5/8-INCH REBAR WITH CAP PLS 1759; THENCE N88°45'51"W 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,908 SQUARE FEET OR 0.090 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

### SURVEY DESCRIPTION OF NEW LOT 19

PART OF LOT 13, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

COMMENCING AT A FOUND 5/8-INCH REBAR WITH CAP PLS 1759 AT THE SOUTHWEST CORNER OF SAID LOT 13; THENCE ALONG THE WEST LINE OF SAID LOT 13, N01°14'09"E 5.00 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759; S88°45'51"E 40.00 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS1759 FOR THE POINT OF BEGINNING;

THENCE N01°14'09"E CROSSING A SET 5/8-INCH REBAR WITH CAP OLS 1759 AT A DISTANCE OF 96.71 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 97.71 FEET TO THE NORTH LINE OF SAID LOT 13; THENCE ALONG THE NORTH LINE OF SAID LOT 13, S88°45'51"E 40.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE ALONG THE EAST LINE OF SAID LOT 13, S01°14'09"W CROSSING A FOUND PIN WITH CAP PLS 1759 AT A DISTANCE OF 1.00 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 97.71 FEET; THENCE N88°45'51"W 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3,908 SQUARE FEET OR 0.090 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

### SURVEY DESCRIPTION OF PUBLIC R/W

PART OF LOT 13, CURTIS HEIGHTS SUBDIVISION, PER PLAT BK. H, PG 38, CITY OF BENTONVILLE, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBE AS FOLLOWS:

BEGINNING AT FOUND 5/8-INCH REBAR WITH CAP PLS1759 AT THE SOUTHWEST CORNER OF SAID LOT 13, THENCE ALONG THE WEST LINE OF SAID LOT 13, N01°14'09"E 5.00 FEET TO A SET 5/8-INCH REBAR WITH CAP PLS 1759; THENCE S88°45'51"E 80.00 FEET TO A SET 5/8-INCH REBAR ON THE EAST LINE OF SAID LOT 13; THENCE ALONG SAID EAST LINE, S01°14'09"W 5.00 FEET; THENCE N88°45'51"W 80.00 FEET TO THE POINT OF BEGINNING, CONTAINING 400 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

### SURVEY NOTES

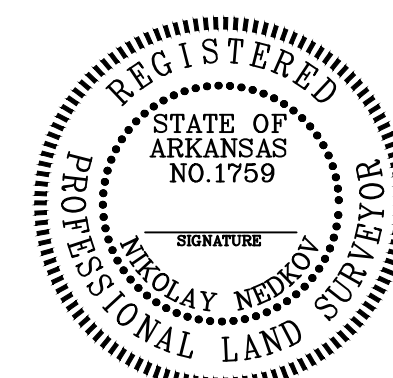
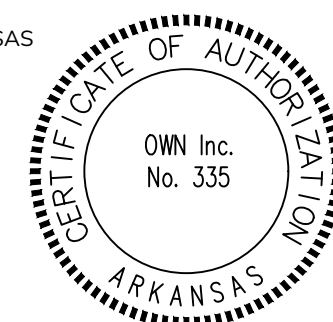
1. THIS PLAT REPRESENTS A LOT SPLIT OF LOT 13, CURTIS HEIGHTS PER PLAT BK. H, PG 38.
2. NO TITLE REPORT, TITLE RESEARCH OR TITLE COMMITMENT WERE PROVIDED TO SURVEYOR AT THE TIME OF SURVEY.
3. THIS SURVEY MEETS THE ARKANSAS MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR PROPERTY CLASS A (URBAN AREA DESIGNATION).
4. BASIS OF BEARINGS: NAD83 STATE PLANE COORDINATE SYSTEM, NORTH ZONE ESTABLISHED BY OPUS.
5. ALL STRUCTURES MUST MAINTAIN MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
6. NO RESIDENTIAL LOT SHALL BE PERMITTED DIRECT ACCESS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET. ALL RESIDENTIAL SUBDIVISION DEVELOPMENT CONTIGUOUS TO A COLLECTOR, MINOR, OR MAJOR ARTERIAL STREET SHALL ORIENT FRONTAGE TO A LOCAL STREET, AND BACK OF THE PROJECT, WITHOUT ACCESS TO THE SAID MAJOR STREETS.
7. 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.
8. OWNER/DEVELOPER SHALL COORDINATE WITH ALL LOCAL UTILITIES TO ENSURE THAT EACH LOT HAS WATER, SEWER AND ELECTRIC SERVICE.
9. SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE BUILDER/OWNER AT TIME OF BUILDING PERMIT ISSUANCE.
10. THERE MAY NOT BE FENCES OR ANY OTHER STRUCTURES BUILT IN ANY DRAINAGE EASEMENTS.
11. SETBACKS SHALL BE PER THE CURRENT ZONING DISTRICT AS STATED IN THE MOST RECENT CITY OF BENTONVILLE ZONING CODE. FOR MORE INFO VISIT WWW.BENTONVILLEPLANNING.COM OR CALL THE PLANNING DEPARTMENT @ 479-271-3122.
12. WE HEREBY GRANT TO THE CITY OF BENTONVILLE A BLANKET AVIGATION EASEMENT OVER THE ENTIRETY OF THIS (SUBDIVISION, LOT SPLIT, PROPERTY LINE ADJUSTMENT) PURSUANT TO MUNICIPAL CODE SECTION 401.12 AND 401.13.
13. ALL SIDEWALKS SHALL BE INSTALLED BY THE TIMEFRAMES SET FORTH IN 900.08 OF THE STREET SPECIFICATIONS.
14. OWNER TO CONTACT NEW SERVICE COORDINATOR (271-3139) TO DISCUSS ELECTRIC SERVICE PRIOR TO BEGINNING ANY CONSTRUCTION. FAILURE TO CONTACT BEUD PRIOR TO CONSTRUCTION WILL RESULT IN DELAYS IN GETTING ELECTRIC SERVICE.
15. ALL STRUCTURES MUST MAINTAIN A MINIMUM OF 20' CLEARANCES FROM ALL ELECTRIC LINES.
16. BEUD'S STANDARD PRACTICE IS TO PLACE UNDERGROUND EQUIPMENT (TRANSFORMERS, SECONDARY PEDESTALS, JUNCTION BOXES, ETC.) ON THE LOT LINE OF A DEVELOPMENT. ANY ADJUSTMENTS TO THE PROPERTY LINE THAT RESULT IN OUR EQUIPMENT NOT BEING ON THE LOT LINE WILL REQUIRE THE DEVELOPER TO PAY FOR THE COST OF BEUD TO RELOCATE THE EQUIPMENT TO THE LOT LINE.
17. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO COORDINATE WITH THE NEW SERVICE COORDINATOR (479) 271-3139 TO DETERMINE IF EQUIPMENT IS IN CONFLICT.
18. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO PAY FOR ANY COSTS ASSOCIATED WITH MOVING OF EQUIPMENT. THIS INCLUDES BUT IS NOT LIMITED TO ANY COSTS ASSOCIATED WITH LOSS OF EQUIPMENT (WIRE AND ELBOWS) AND LABOR AND MATERIAL TO MOVE THE EQUIPMENT TO THE NEW LOT LINE.
19. THERE ARE NO WAIVERS, VARIANCES AND/OR CONDITIONAL USES AT THE TIME OF PREPARING THIS PLAT OR PLAN.

### LEGAL DESCRIPTION EXISTING LOT 13

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

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

SIGNED: \_\_\_\_\_  
REGISTERED LAND SURVEYOR  
NO. 1759  
STATE OF ARKANSAS



ATLAS PAGE : 319

STATE PLAT CODE: 500-20N-30W-0-19-330-04-1759

CITY OF BENTONVILLE PROJECT # LS25-0028

### FLOOD NOTE

BY GRAPHIC PLOTTING ONLY, ACCORDING TO FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 05007C0090J WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2007, THE SUBJECT TRACT IS IN ZONE X, AN AREA OF MINIMAL ANNUAL CHANCE FLOOD HAZARD. THE SUBJECT TRACT NOT WITHIN A FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THESE ZONES.

LAND SURVEYOR:  
OWN, INC.  
ADDRESS: 5311 VILLAGE PKWY  
ROGERS, AR 72758  
PHONE: (479) 286-8181

OWNER:  
JOHN & JOHNNA GOINS  
ADDRESS: 810 NW 13TH  
BENTONVILLE, AR 72712  
PHONE: (417) 437-5921



Engineering beyond.™

5311 W. Village Parkway  
Rogers, AR 72758  
479.286.8181  
wearown.com

FORMERLY ANDERSON ENGINEERING

### REVISIONS

NO.	DESCRIPTION	DATE
1	1ST SUB COMMENTS	10/9/25

### DRAWING INFORMATION

PROJECT NO: 25RO20028

DRAWN BY: NKN

CHECK BY: NKN

ISSUED DATE: 05/25/2025

DRAWING NO: NWA-100-0XXX

## LOT SPLIT PLAT

**LOT 13, CURTIS HEIGHTS  
ADDITION CREATING NEW  
LOT 18 AND LOT 19**

SE1/4, NE1/4  
SECTION 31, T18N, R33W  
CITY OF BENTONVILLE  
BENTON COUNTY  
ARKANSAS

### SHEET NUMBER

**1**  
OF 2



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

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOT 13 OF CURTIS HEIGHTS  
CREATING NEW LOTS 18 & 19 OF CURTIS HEIGHTS TO THE CITY OF  
BENTONVILLE, ARKANSAS; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: LS25-0028)**

**WHEREAS**, pursuant to the provisions of the Land Development Code of the Bentonville Municipal Code, the lot split of LOT 13 OF CURTIS HEIGHTS creating new **LOTS 18 & 19 OF CURTIS HEIGHTS**, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on October 21, 2025;

**WHEREAS**, said lot split is attached hereto as Exhibit “A”;

**WHEREAS**, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and

**WHEREAS**, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of LOT 13 OF CURTIS HEIGHTS creating new LOTS 18 & 19 OF CURTIS HEIGHTS 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:**

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

**ATTEST:**

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



**Rezoning - JP Springdale, LLC & JP Enterprises, LLC - C-2, General Commercial to C-3, Mixed-Use Commercial**

2005 East Central Avenue

**PC Date:** 10/21/2025

**Staff Report Details**

<b>Project Number</b>	(RZ25-0040)
<b>Applicant / Current Owner</b>	Expedient Civil Engineering, PLLC / JP Springdale, LLC & JP Enterprises, LLC
<b>Site Area</b>	+/- <b>[2.79]</b> Acres
<b>Current Zoning</b>	C-2, General Commercial
<b>Requested Zoning</b>	C-3, Mixed-Use Commercial
<b>Current Future Land Use Map Designation</b>	Walkable Corridor
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	Multi-Family Residential
<b>Related projects</b>	

**Property Description**

The subject property is an undeveloped lot located at 2005 East Central Avenue. The property is presently zoned C-2, General Commercial with a land use designation of Walkable Corridor. The property currently has direct access to East Central Avenue, located south of Memorial Park and about 200 feet to the east of Northeast Martin Luther Junior Parkway. Surrounding districts include C-2, General Commercial, I-2, Heavy Industrial, and A-1, Agriculture. The Master Street Plan classifies East Central Avenue as an Arterial Road with a Sidepath. Heritage Trail runs along the property's street frontage on Central Avenue, and to the north of the property runs Memorial Park Fitness Trail, which is part of Memorial Park.

**Project Details**

The applicant has requested a rezoning of the property from C-2, General Commercial to C-3, Mixed-Use Commercial, which would bring the property into compliance with the Zoning Alignment Policy under enhanced review, given that C-2, General Commercial is not an allowable place type in Walkable Corridor. C-3, Mixed-Use Commercial, meets the intention and character of the Walkable Corridor place type more than C-2, General Commercial, given that C-3 encourages mixed development allowing residents to live within walking and biking distance of commercial development.

## Relationship to the Community Plan

The zoning request supports the goals of the Bentonville Community Plan by prioritizing mixed-use development along large arterial roadways so that considerable housing can be provided in close proximity to existing infrastructure to minimize congestion and encourage alternative modes of transportation such as walking or biking. The application is consistent with the Community Plan.

## Public Comment

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

## Analysis / Waivers

The applicant states in their narrative that they are requesting the rezoning to increase the allowable lot coverage and height restrictions with plans to build multifamily residential housing, which is a use that is allowed by right in both the C-2 General Commercial and C-3 Mixed-Use Commercial districts. The proposed redevelopment is not the subject of this rezone request and would need to meet the sewer availability, parking requirements, and all other code requirements for the proposed use. Within the adjacent properties with a Walkable Corridor place type, zoning districts include C-2, General Commercial (west, south, southeast, and east) and I-2 Heavy Industrial (southwest). Neither C-2 or I-2 align with the Zoning Districts Alignment Policy for Walkable Corridor. Memorial Park is located to the north of the subject property with a zoning district of A-1, Agriculture, which aligns with its place type of Recreation Parks and Public Space.

### **Enhanced Review Criteria**

The proposed rezone is likely to implement the place type envisioned by the Future Land Use Map because the current zoning district does not align with the policy (C-2, General Commercial), while the requested zoning district falls under enhanced review within the alignment policy (C-3, Mixed-Use Commercial). Furthermore, the property is located along East Central Avenue, which is a four-laned arterial with a turn lane and a bike path known as Heritage Trail. The property also has access to Memorial Park Fitness Trail. The trails available to the property will support alternative modes of transportation, such as biking or walking. The property is also located within 1 mile of much of Walmart's Campus. These factors will support sustainable growth and reduce strain on infrastructure, especially on Bentonville's road network. The rezone further advances the goals of the Community Plan for a Walkable Corridor place type because it shifts the area away from a purely auto-oriented commercial strip towards more of a human-scaled, mixed-use corridor area that supports more pedestrian activity.

### **Consistency**

The proposed rezone is consistent with the adopted Future Land Use Map under Enhanced Review and consistent with the Community Plan's guiding principle of thoughtful growth. The Community Plan suggests that Walkable Corridors should consist of mixed-uses, apartments, and townhomes on unbuilt properties along arterial roadways, which is consistent with the applicant's narrative to build a multifamily development on the empty lot. Neither C-2 or I-2 align with the Zoning Districts Alignment Policy for Walkable Corridor. Given that all properties surrounding the subject property are not in alignment with the Zoning Alignment Policy other than the property to the north, Memorial Park, this rezone will help to bring the area into consistency with the goals of the Future Land Use Map and the Community Plan.

### **Impact**

The impact of this rezone on the community, if developed under the proposed C-3 zone instead of C-2, is smaller setbacks and larger allowable lot coverage. This could allow for slightly higher density housing than

## Analysis / Waivers

if the property was developed under the C-2 zoning restrictions, causing a potential increase in infrastructure impacts, including traffic. The applicant states that there will most likely be a significant increase in traffic if the property is developed as planned. Given the trails located to the north and south of the property, development of this property could encourage more use of alternative modes of transportation such as biking or walking. According to the municipal code, the purpose of the C-3 district is to provide people to live, work, meet, shop, and utilize services within the vicinity of their residences, while encouraging physical activity, alternative transportation and greater social interaction to benefit the health and wellbeing of residents.

### **Compatibility**

Multifamily residential development is compatible with recent development within half a mile of the area. For example, nearby Crystal Flats is a multifamily housing complex that was approved by ordinance in early 2018. The Reserve on Central is also nearby and consists of townhomes, while Waterside Apartments, which is located to the east of Memorial Park, has multifamily dwellings. While the applicants are planning residential development and the directly adjacent properties are commercial, the intention of Walkable Corridor is to support businesses and residents in close proximity, according to the Community Plan.

### **Intensity**

This strip of East Central Avenue currently consists of low-density commercial and unbuilt lots, which is not similar in intensity with the proposed plan of a multifamily complex. However, this parcel is located within the Walkable Corridor place type, and the Community Plan states that the Walkable Corridor place type often consists of mixed-use developments, apartments, and townhomes on unbuilt properties along arterial roadways. Furthermore, the plan describes Walkable Corridor as areas where transformed arterial roadways support a mix of housing and business in a pedestrian-friendly environment. C-3 is the highest intensity zoning district that is allowed in the Walkable Corridor place type.

### **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.

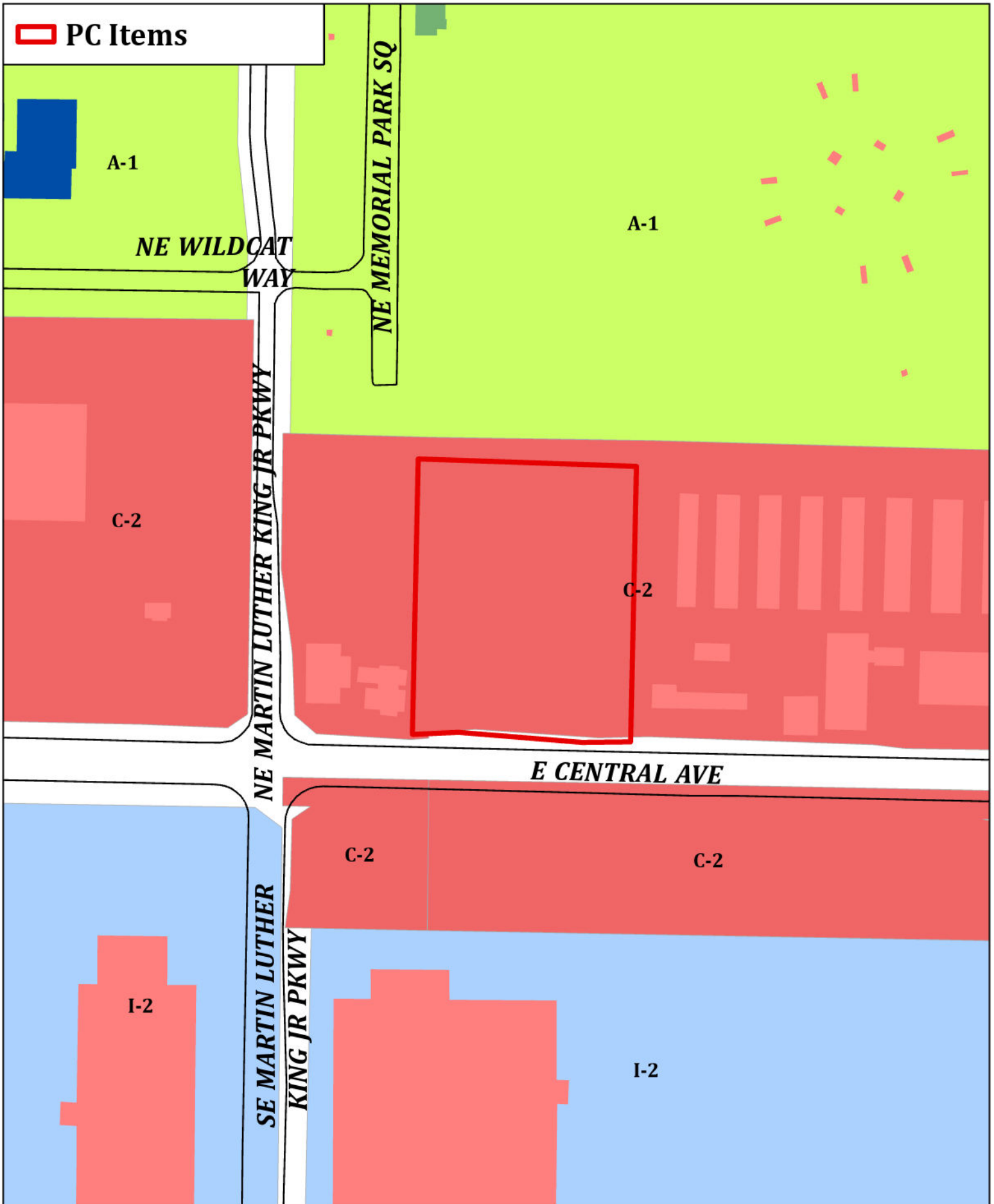
## Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan, the alignment policy and built environment in the area.

## Additional Details

**Sewer / Water Department Comments:** As stated in the narrative, this parcel is located within the Shewmaker basin that is currently at capacity. No proposed project can be approved unless the downstream capacity issues are resolved. BWU will evaluate the impact to public utilities at the time of plan submission. Due to the anticipated size of this project, a sewer capacity study will likely be required at that time. It will be the responsibility of the developer to ensure there are no downstream capacity concerns and resolve any if found.

 PC Items



**RZ25-0040**  
**JP Springdale, LLC & JPKS Enterprises, LLC Rezone**  
**2005 E. Central Ave**





August 25, 2025

City of Bentonville  
305 SW 'A' Street  
Bentonville, AR 72712

**RE: CENTRAL AVENUE APARTMENTS TAX PARCEL #01-00276-000  
REZONE  
ECE PROJECT NO. 25-1017**

Dear Sirs:

The property located approximately 200' east of the intersection of Central Avenue and NE Martin Luther King Jr. Parkway at 2005 E Central Avenue. It is currently zoned as C-2, General Commercial. The proposed zoning is C-3, Mixed Use Commercial. The request is being made to allow buildings to be more than 5 stories tall and to increase allowable lot coverage. In addition, the future land use map depicts the property as Corridor Walkable. Due to the development, there will most likely be a significant increase in traffic. There is an existing 8" water main located on the south side of E Central Avenue. In addition, there is an existing 6" sewer main located along the south property line. The sanitary sewer connects to the Shewmaker Basin which is above capacity currently. We understand the City is working on upgrades to the system and are currently in design for those improvements. Most likely any signage for the site will be on the building and understand that those will require a separate permit. Building will be 5-6 stories tall with a 4-story parking garage.

We look forward to working with you and to your approval of this rezone.

Best Regards,  
**EXPEDIENT CIVIL ENGINEERING, PLLC**

Jason E. Ingalls, P.E.  
Owner/Senior Project Manager

Cc: JP Springdale, LLC & JPKS Enterprises, LLC

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

**AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE,  
ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF C-2, GENERAL  
COMMERCIAL TO C-3, MIXED-USE COMMERCIAL; AND FOR OTHER PURPOSES.  
(PROJECT NUMBER: RZ25-0040)**

**WHEREAS**, JP Springdale, LLC & JP Enterprises, 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 C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

A PART OF THE SW1/4 OF THE SW1/4 OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 30 WEST, 5TH PRINCIPAL MERIDIAN, BENTON COUNTY ARKANSAS, BEING SURVEYED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SW1/4 OF THE SW1/4; THENCE SOUTH 87°07'25" EAST, 200.00 FEET TO THE SOUTHWEST CORNER OF A TRACT CONVEYED IN A WARRANTY DEED TO JP SPRINGDALE LLC, ETAL, RECORDED IN BENTON COUNTY INST. L202460545; THENCE ALONG THE WEST LINE OF SAID TRACT, NORTH 02°01'27" EAST, 57.69 FEET TO AN ALUMINUM MONUMENT FOUND AT THE NORTHWEST CORNER OF AN EXCEPTION DESCRIBED IN SAID WARRANTY DEED, REFERENCED AS AHTD JOB 090178, SAID MONUMENT IS ON THE NORTH RIGHT-OF-WAY OF EAST CENTRAL AVENUE, AKA STATE ROUTE 72 AND IS THE POINT OF BEGINNING; THENCE ALONG THE WEST, NORTH, AND EAST LINES OF SAID JP SPRINGDALE LLC TRACT THE FOLLOWING THREE COURSES: 1. NORTH 02°01'27" EAST, 377.91 FEET TO A 5/8" IRON PIN FOUND AT THE NORTHWEST CORNER THEREOF; 2. SOUTH 87°07'25" EAST, 300.05 FEET TO A 1/2" IRON PIN FOUND AT THE NORTHEAST CORNER THEREOF; 3. SOUTH 02°01'38" WEST, 376.98 FEET TO AN ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID EXCEPTION; THENCE ALONG THE NORTH LINE OF SAID EXCEPTION AND SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: 1. NORTH 89°46'27" WEST, 66.48 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP; 2. NORTH 84°28'39" WEST, 170.18 FEET TO A 5/8" IRON PIN SET WITH PLS #1519 CAP; 3. SOUTH 87°44'55" WEST, 63.86 FEET TO THE POINT OF BEGINNING, CONTAINING 2.59 ACRES MORE OR LESS. SUBJECT TO PRIOR EASEMENTS, RIGHTS-OF-WAY, PROTECTIVE COVENANTS, MINERAL RESERVATIONS, AND OIL AND GAS LEASES OF RECORD, IF ANY;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 21, 2025 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL.

**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 C-2, GENERAL COMMERCIAL to C-3, MIXED-USE COMMERCIAL 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**



**Rezoning - Christ The King Lutheran Church Of Bentonville, LLC - R-1, Low Density Single Family Residential to DN-2, Downtown Medium Density Residential**

406 West Central Avenue

**PC Date:** 10/21/2025

**Staff Report Details**

<b>Project Number</b>	(RZ25-0041)
<b>Applicant / Current Owner</b>	Christ the King Lutheran/Sun Group LLC
<b>Site Area</b>	+/- <b>[0.68]</b> Acres
<b>Current Zoning</b>	R-1, Low Density Single Family Residential
<b>Requested Zoning</b>	DN-2, Downtown Medium Density Residential
<b>Current Future Land Use Map Designation</b>	Traditional Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	Residential
<b>Related projects</b>	

**Property Description**

The subject property is located at 406 West Central Avenue. The property is presently zoned R-1, Low Density Single Family Residential with a future land use map designation of Traditional Neighborhood.

**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 that the purpose of this request is to allow for more future usage options for the property that are also aligned with the future land use map. The applicant also states that a church currently resides on the property, but has plans to be relocated after a period of time; the property will need a new function. Surrounding districts include R-3, Medium-High Density Multifamily Residential, and D-C Downtown Core.

**Enhanced Review Criteria**

The proposed rezone constitutes enhanced review criteria because the applicant is seeking a zone that could increase density in a traditional neighborhood place type. The Future Land Use Map policy amendment requires that the applicability of set criteria, in its totality, must be considered to determine the appropriateness of the proposed Zoning District. The applicant confirms that the applicable criteria

## Project Details

includes the following: the property is within 1/4 of transit, is trail proximate, and additional mobility needs could be absorbed by the existing infrastructure, the property is within one mile of a job center, the property is adjacent to undeveloped land which sets the stage for future development of a similar character, the rezone request is consistent with the development pattern in the downtown area, and the proposed rezone further advances the goals stated in the Comprehensive Plan.

### **Consistency**

This proposed rezone is consistent with the adopted Future Land Use Map under Enhanced Review and consistent with the vision of the Community Plan.

### **Impact**

The parcel is located within the Traditional Neighborhood place type. The impact of this proposed rezone on the community, if developed under the proposed DN-2 zone, is a mild increase in density while providing the sidewalk widening requirements of the municipal code. The applicant writes that the church will remain in operation for a period of time so the traffic will remain the same. The applicant further states that any future land usage permitted under DN-2 will likely result in less traffic than that of the current church.

### **Compatibility**

This rezone would be compatible with recent development activity in the surrounding area. The applicant states that any future usage will maintain an elegant and timeless appearance consistent with the surrounding neighborhood.

### **Intensity**

The parcel is located within the Traditional Neighborhood place type which includes low and medium intensity neighborhood place types. This rezone request is one of a higher intensity allowable within the place type, but not as intense as allowable zones in the neighboring place type, City Center.

### **Orderly Transition**

A rezoning would allow for a more orderly transition between the Traditional Neighborhood and City Center place types. The intention of the place types is to ensure there are not jumps in density, instead, having a gradient of zoning types from the R-1 homes within the Traditional Neighborhood to the City Center.

## Relationship to the Community Plan

This property is presently designated as Traditional Neighborhood and surrounded by City Center, Civic and Institutional, and Walkable Neighborhood.

Rezoning this property to DN-2 would align them with the Future Land Use Map under the Enhanced Review process. This rezoning, along with future development, would help act as a gradient zoning type between the Traditional Neighborhood and City Center place types.

The zoning request for 406 W Central Ave aligns with the Future Land Use Map under enhanced review.

## Public Comment

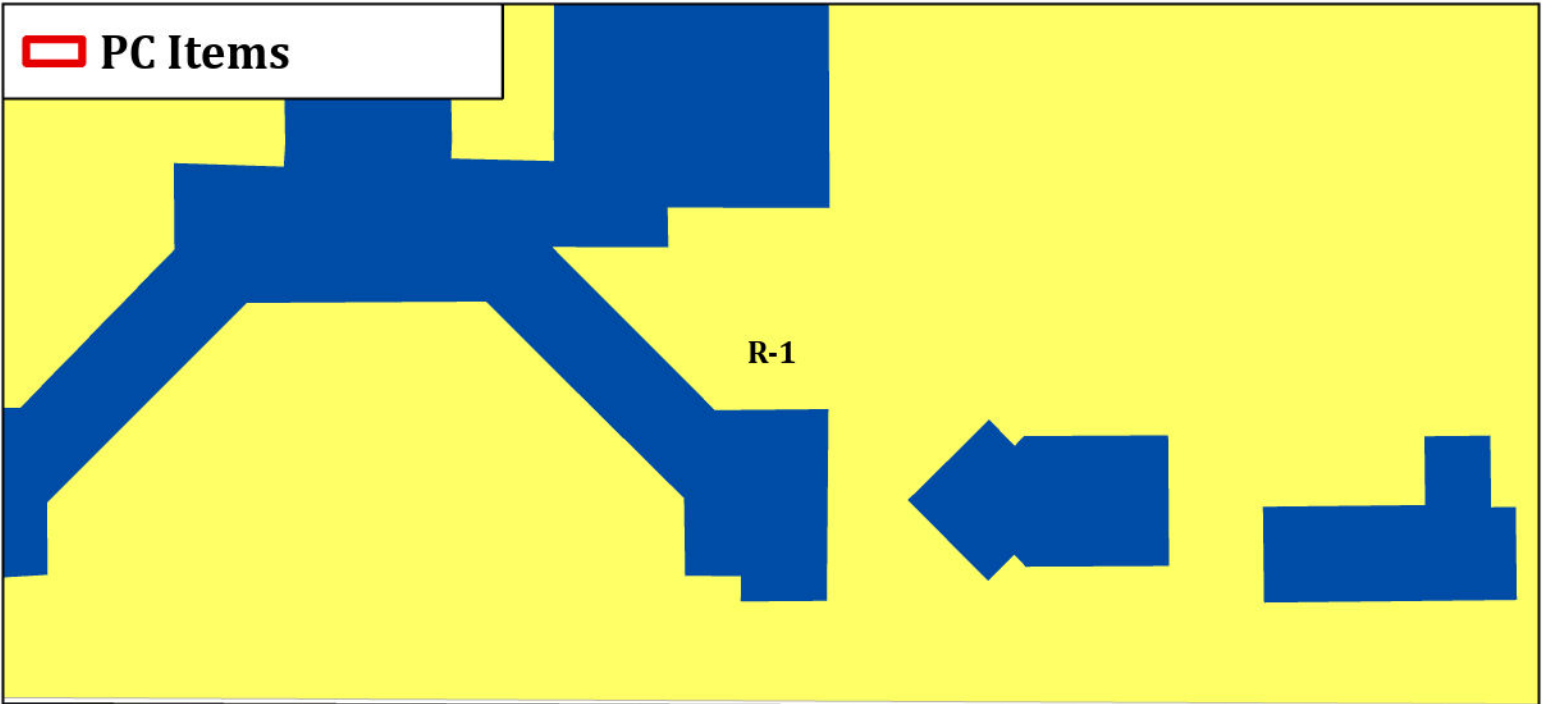
Has Staff received Public Comment at the time of this report? : **No**

**Analysis / Waivers****Conclusion**

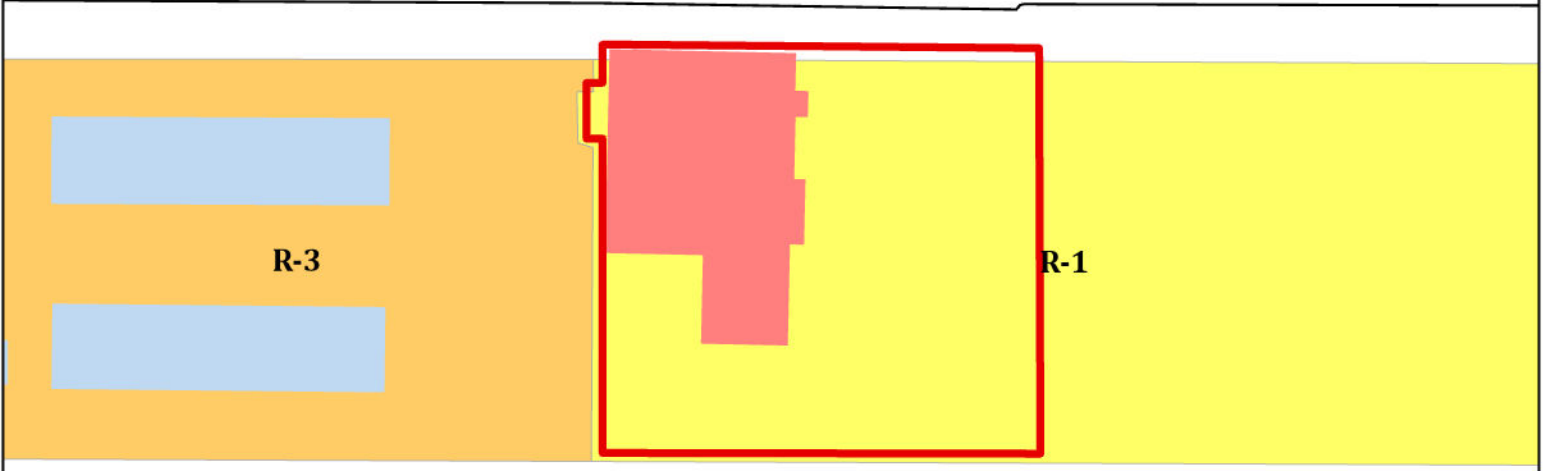
Given this property's location within the Traditional Neighborhood place type and its proximity to the City Center place type, as well as aligning with the Bentonville Community Plan, staff recommends approval of this request.

**Additional Details**

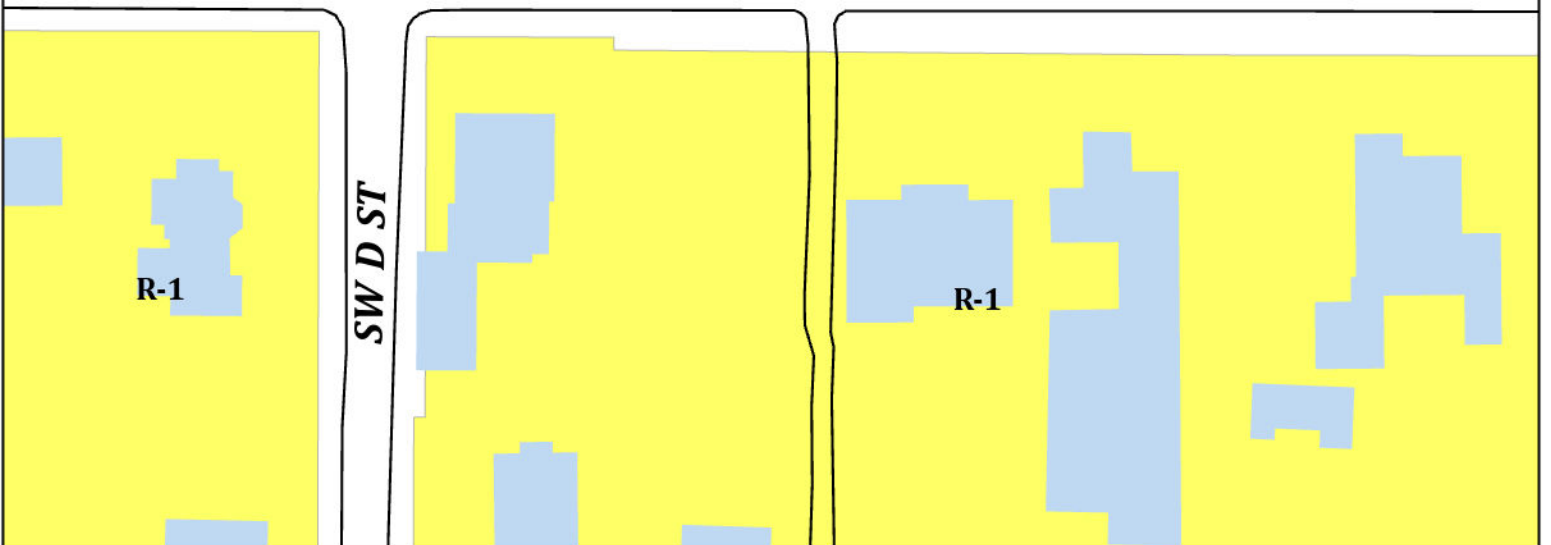
 PC Items



*NW 2ND ST*



*W CENTRAL AVE*



**RZ25-0041**  
**Sun Group- Alexandra Tirado**  
**406 W CENTRAL AVE**



September 15, 2025

City of Bentonville  
305 SW A St.  
Bentonville, AR 72712

## Rezoning Narrative

Current Zoning Designation: R-1

Proposed Zoning Designation: DN-2

Explanation: Sun Group LLC proposes to rezone the property at 406 W CENTRAL AVE BENTONVILLE AR 72712-5245, Bentonville AR 72712 (01-01101-000, 01-01098-000) from R-1 to DN2

Reason to Rezone: Currently a church exists on the property and plans to relocate after a period of time. Once the church relocates, the property will need a new function. A zoning of DN2 would allow for more future usage options for the property that are also aligned with the future land use map.

Change of Future Land Use Map: DN2 is aligned with the future land use map in this area.

Statement of how the property will relate to surrounding properties: Other surrounding properties adjacent and nearby are a mix of R3 multifamily, single family homes, as well as another church and school.

Use: The church would like to remain in operation for a period of time under a conditional permit. The rezone to DN2 will allow for future usage options consistent with the future land use plan once the property is eventually repurposed.

Traffic: The church will remain in operation for a period of time so traffic will remain the same. Any future land usage permitted under DN2 will likely result in less traffic than that of the current church.

Signage: None proposed at this time.

Appearance: Any future usage will maintain an elegant and timeless appearance consistent with the surrounding neighborhood.

Utilities: Electricity is available at the site. An 8" water line is available on W Central and an 8" water line is available on NW 2nd, sewer is located on NW 2nd St and is 8".

Respectfully,



Alexandra Tirado  
President/COO  
Sun Group LLC  
479-367-1634

**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: RZ25-0041)**

**WHEREAS**, Christ The King Lutheran Church Of Bentonville, 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:

ALL OF THE EAST HALF OF LOT 159, ALL OF THE WEST HALF OF LOT 157, THE VACATED ALLEY BETWEEN SAID LOTS 157 & 159, AND A PART OF THE WEST HALF OF SAID LOT 159, ALL BEING PART OF THE ORIGINAL TOWN OF BENTONVILLE AS RECORDED IN PLAT BOOK "S" AT PAGES 75 & 76, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A SET IRON PIN AT THE NORTHWEST CORNER OF SAID EAST HALF OF LOT 159; THENCE SOUTH 87° 55' 11" EAST 179.88 FEET TO A SET IRON PIN AT THE NORTHEAST CORNER OF SAID WEST HALF OF LOT 157; THENCE SOUTH 01° 25' 11" WEST 167.12 FEET TO A SET IRON PIN AT THE SOUTHEAST CORNER OF SAID WEST HALF OF LOT 157; THENCE NORTH 88° 18' 12" WEST 180.49 FEET TO A SET IRON PIN AT THE SOUTHWEST CORNER OF SAID EAST HALF OF LOT 159; THENCE NORTH 01° 37' 51" EAST ALONG THE WEST LINE OF SAID EAST HALF OF LOT 159 FOR 129.52 FEET TO A SET IRON PIN; THENCE LEAVING SAID WEST LINE NORTH 88° 22' 09" WEST 6.64 FEET TO A SET IRON PIN; THENCE NORTH 01° 37' 51" EAST 23.0 FEET TO A SET IRON PIN; THENCE SOUTH 88° 22' 09" EAST 6.64 FEET TO A SET IRON PIN ON THE SAID WEST LINE; THENCE NORTH 01° 37' 51" EAST 15.8 FEET 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 October 21, 2025 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-2, DOWNTOWN MEDIUM-DENSITY RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**APPROVED:**

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

**ATTEST:**

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



**Rezoning - Darling - R-1 Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential**

119 Southeast F Street

**PC Date:** 10/21/2025

**Staff Report Details**

<b>Project Number</b>	(RZ25-0042)
<b>Applicant / Current Owner</b>	Gretchen Wear / Joel Darling & Anna Kathryn Darling
<b>Site Area</b>	+/- <b>[0.30]</b> Acres
<b>Current Zoning</b>	R-1 Low Density Single Family Residential
<b>Requested Zoning</b>	DN-4 Downtown Mixed-Use Residential
<b>Current Future Land Use Map Designation</b>	Urban Neighborhood
<b>Requested Future Land Use Map Designation</b>	
<b>Development Type / Use</b>	Downtown Mixed-Use Residential
<b>Related projects</b>	RZ22-0015 (Tabled 4/5/22)

**Property Description**

The subject property is located at 119 Southeast F Street. The property is presently zoned R-1 Low Density Single Family Residential with a land use designation of Urban Neighborhood. The property is located at the northeast corner of Southeast F Street and Southeast 3rd Street, with the lot currently having direct access to Southeast 3rd Street. Surrounding districts include R-1, Low Density Single Family Residential, DN-4, Downtown Mixed-Use Residential, R-3, Medium Density Two Family and Townhome Residential, and the Planned Residential Development for the Town Branch Apartments with heights of up to 68 feet tall. The Master Street Plan classifies Southeast F Street as a Local Downtown Street (50' of right of way with 8 and 5-foot sidewalks on either side of the street). Southeast 3rd Street is classified as a Downtown Collector Street (65' of right of way with 12-foot-wide sidewalks on both sides of the street). Any shortages in either right of way or needed public improvements are not the subject of this rezone request and would be a condition of any Large Scale Development.

**Project Details**

The applicant has requested a rezoning of the property from R-1 Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential, which would bring the property into compliance with the Zoning Alignment Policy under standard review. A previous rezone application for DN-4 was tabled on April 5,

## Project Details

2022 (see minutes and staff report attached). Since the previous request, the Future Land Use Map has been revised this year and, for this area, an **Urban Neighborhood** Place Type has been designated. The DN-4 zoning district is the highest density zoning district that falls under standard review. However, higher densities can be requested in the place type under Enhanced Review, including D-E, Downtown Edge, and C-3, Mixed-Use Commercial.

## Relationship to the Community Plan

The Community Plan calls for sustainable growth by prioritizing high-intensity development within urban neighborhoods so that considerable housing can be provided in a relatively small footprint and transportation alternatives such as walking or biking can become more viable. The application is consistent with the Community Plan. The zoning request supports the goals of the Bentonville Community Plan in allocating future growth near jobs and existing infrastructure to minimize congestion.

## Public Comment

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

## Analysis / Waivers

The applicant initially thought about a DN-2 rezone request, which is consistent with the alignment policy under standard review but after the necessary right of way dedications for NE 13th, there was not enough lot depth for a rear-loaded garage option. There are other zoning districts that align with the place type but the applicant chose the lowest intensity possible given that this is the first property on the block to apply for a rezone under the new Future Land Use Map.

## Conclusion

Staff recommends approval as the application is consistent with the goals of the community plan, the alignment policy and built environment in the area.

## Additional Details

**Sewer / Water Department Comments:** The property is located within the Townbranch Sewer Basin and there are currently multiple sections of downstream sewer main that are at capacity. A further split of this property cannot be permitted until all downstream sewer capacity issues have been resolved. Sewer capacity will be evaluated at the time when development plans are submitted for any future use. Depending on the density and impact of any proposed development, a downstream sewer capacity study could be required. If there is a net increase in sewer flow, the developer will be responsible for any downstream sewer improvements that are present at that time.



PC Items

R-1

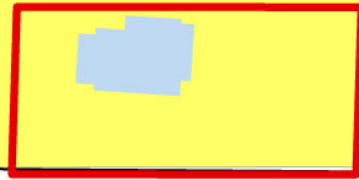
SE HENRY

R-1

SE F ST

R-1

R-1



SE 3RD ST

PRD

DN-4

R-3

RC-2

DN-4

DN-3

DN-4

SE G ST

SE 4TH ST



RZ25-0042  
Darling  
119 SE F ST



## 119 SE F St Narrative

**Current Zoning Designation:** R1- Single Family Residential

**Proposed Zoning Designation:** DN4- Downtown Mixed Use Residential

**Explanation:** The current owners, Joel and Anna Kathryn Darling, propose to rezone the property located at 119 SE F Street (parcel ID 01-03846-000) from R1 to DN4, with the hope of securing a developer who will develop a future project in compliance with the DN4 development standards of the Bentonville Zoning Code. The parcel is currently on the market at the R1 zoning.

**Reason to Rezone:** The rezone from R1 to DN4 would allow for a future development consistent with Downtown Mixed-Use Residential development standards. The rezone would also align the property zoning with the future land use plan, which designates this parcel's future land use as place type of Urban Neighborhood.

**Statement of how the property will relate to surrounding properties:** Zoning designations of surrounding properties in the neighborhood include: R1, DN1, DN2, DN4, DN3 and PUD, PRD's. The rezone to DN4 aligns with the Future Land Use Plan in this area of Urban Neighborhood. Due to the location of this parcel fronting SE F Street as well as its proximity to the Momentary, 8th Street Market, the Greenway, and future developments in the Market District, we feel the intent of the DN4 district aligns best with this parcel.

*“The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand”.*

Lastly, any mixed-use development along F Street and the surrounding area is compatible with and will complement current developments on both SE F Street and SE G Streets, for example, the Town Branch apartments.

**Use:** The parcel will be used for a future development project that will align with the DN4 zoning and development code, the future land use plan, and Priority Area 1 -Downtown Intensification- of the City Council adopted Bentonville Community Plan.

**Traffic:** While there are no current development plans for this site, additional residential and or commercial units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville.

**Signage:** None proposed at this time.

**Appearance:** While no future development is in process, our understanding is that any future development will follow that same standard and be thoughtfully designed to offer similar aesthetics, quality and community feel comparable to the area.

**Water/ Sewer/ Electric:** On-site.

# REZONING STAFF REPORT



## Crystal Lara Murphy

119 SE F Street

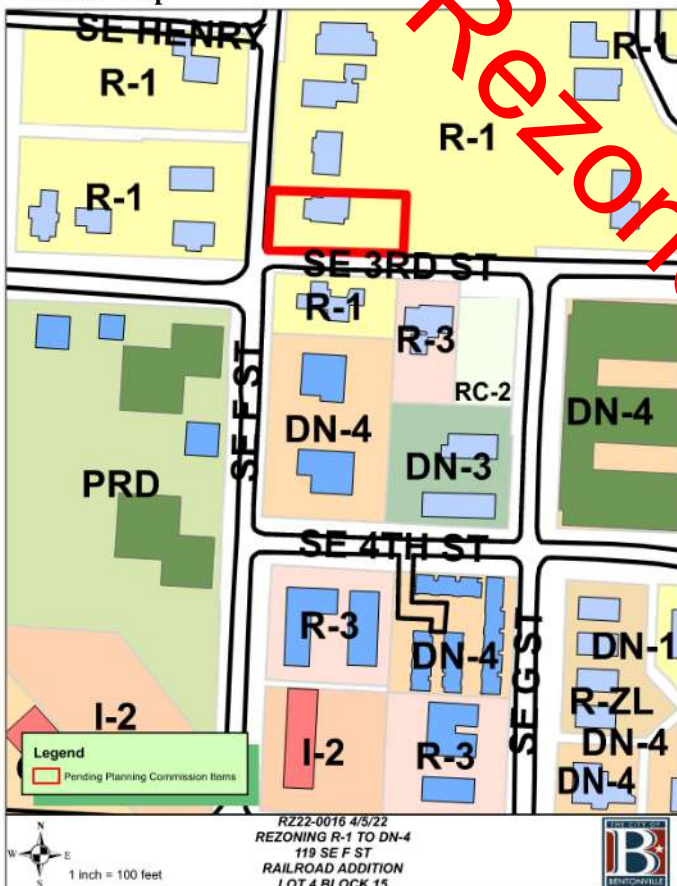
PC Date: 4/5/2022

Reviewer: Elizabeth Johnson, Senior Planner, AICP

<b>Project Number</b>	RZ22-0016
<b>Applicant / Current Owner</b>	Crystal Lara Murphy
<b>Site Area</b>	+/- 0.3 acres
<b>Current Zoning</b>	R-1, Low Density Single Family Residential
<b>Requested Zoning</b>	DN-4, Downtown Mixed-Use Residential
<b>Future Land Use Map Designation</b>	High-Density Residential (HDR)

<https://arcg.is/8HvK8>

Location Map



### Property Description

This property is located at 119 SE F Street. The property is surrounded by R-1, Low Density Single Family Residential to the north, south, east, and west. The parcel to the south is RZ22-0015 on this agenda and also requests a rezone to DN-4.

### Relationship to the Bentonville Community Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas include apartments, condominium buildings, senior housing, and special types of group living. These areas vary greatly in terms of density depending on scale, but typically have at least 12 units per acre. These areas may also have integrated amenities for residents, including local parks, community centers, and resident-oriented commercial uses.

The property is located within Priority Area 1, Downtown Intensification, as identified in Chapter 4 of the Bentonville Community Plan. This area highlights reinvestment in urban neighborhoods in and around downtown Bentonville (pg. 44).

### Public Comment

At the time of writing this staff report, staff has not received public comment on this item.

### Analysis

The DN-4 district intends to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand.

This rezoning request is consistent with the Bentonville Community Plan and the Future Land Use Plan. Additionally, this request is consistent with surrounding land-use patterns as there are existing DN-4 zoning districts in the immediate area.

### Conclusion

This rezoning request is consistent with the Future Land Use Plan and is compatible with surrounding land uses. Staff recommends approval of the rezoning request.

SE HENRY

R-1

R-1

R-1

SE 3RD ST

R-1

R-3

RC-2

DN-4

DN-3

DN-4

PRD

SE 4TH ST

R-3

DN-4

DN-1

I-2

I-2

R-3


R-2L

DN-4

DN-4

**Legend**

 Pending Planning Commission Items



1 inch = 100 feet

RZ22-0016 4/5/22  
 REZONING R-1 TO DN-4  
 119 SE F ST  
 RAILROAD ADDITION  
 LOT 4 BLOCK 15



Page 209 of 213

PREVIOUS PROPOSED REZONING REQUEST 2022

## 119 SE F Street Rezone Narrative

**Current Zoning Designation:** R1- Single Family Residential

**Proposed Zoning Designation:** DN4- Downtown Mixed Use Residential

**Explanation:** Newell Development proposes to rezone the property located at 119 SE F Street (parcel ID 01-03846-000) from R1 to DN4, to develop a future project in compliance with the DN4 development standards of the Bentonville Zoning Code. The current owner is Murphy Family Trust, Lara Crystal (119 SE F Street, Bentonville, AR 72712) who endeavors to sell the property to B Street Development, LLC. Newell Development will serve as the developer.

**Reason to Rezone:** The rezone from R1 to DN4 would allow for a future development consistent with Downtown Mixed Use Residential development standards. The rezone would also align the property zoning with the future land use plan, which designates this parcel's future land use as High Density Residential.

**Statement of how the property will relate to surrounding properties:** Zoning designations of surrounding properties in the neighborhood include: R1, RC2, DN4, DN3 and PUD's. The rezone to DN4 aligns with the Future Land Use Plan in this area of High Density Residential. Due to the location of this parcel fronting SE F Street as well as its proximity to the Momentary, 8<sup>th</sup> Street Market and future developments in the Market District, we feel the intent of the DN4 district aligns best with this parcel.

*"The intent of the DN-4 district is to allow for increased neighborhood density and increased local commerce through the development of multi-family housing and mixed-use structures. These areas tend to be located in areas of unique activity due to the surrounding context and resulting levels of activity and housing demand".*

Lastly, any mixed-use development along F Street and the surrounding area is compatible with and will complement current developments on both SE F Street and SE G Streets.

**Use:** The parcel will be used for a future development project that will align with the DN4 zoning and development code, the future land use plan, and Priority Area 1 -Downtown Intensification- of the City Council adopted *Bentonville Community Plan*.

**Traffic:** While there are no current development plans for this site, additional residential and or commercial units should not impact current traffic patterns on the existing infrastructure and could potentially encourage more pedestrian and cycling activity with its proximity to Downtown Bentonville.

**Signage:** None proposed at this time.

**Appearance:** Newell Development uses modern design standards in compliance with the City of Bentonville development code to positively improve the character of existing neighborhoods and increase attainable infill housing options around Bentonville. This future development will follow that same standard and be thoughtfully designed to offer similar esthetics, quality and community feel comparable to that of other Newell Development projects in Bentonville.

**Water/ Sewer/ Electric:** On-site.



Planning Commission  
Meeting Minutes  
April 05, 2022

Meeting Recording:

[https://us06web.zoom.us/rec/share/AQDO96cRPTc67UjM8VUNoGAuzDTv3R-9vuRXU02wReYR-OuYnVUJ\\_SQbNh625ZP.heOnqNUZ1K2uRZaM](https://us06web.zoom.us/rec/share/AQDO96cRPTc67UjM8VUNoGAuzDTv3R-9vuRXU02wReYR-OuYnVUJ_SQbNh625ZP.heOnqNUZ1K2uRZaM)

I. **Call to Order**- Mr. Sanders calls the meeting to order at 4:00pm

**Attendees:** Sanders, Hipp, Wright, Kerr, Haynie, Davis

**Absent:** Binns

II. **Approval of the March 15 Meeting Minutes**

- Motion by Davis to make a few changes to the meeting minutes.
- Seconded by Wright
- Approved 6-0 to be amended

III. **Consent Agenda**

- |                                                                                                                                        |                                |
|----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 1. <b>Lots 26, 27, and 28, Happy Home Subdivision</b><br>NW 10 <sup>th</sup> Street and Bella Vista Road ( <a href="#">LS22-0008</a> ) | <b>Lot Split</b>               |
| 2. <b>Lot 1 and 2 of Bentonville Southeast Subdivision</b><br>311 SE Henry Street ( <a href="#">LS22-0011</a> )                        | <b>Lot Split</b>               |
| 3. <b>Whataburger</b><br>1404 S Walton Blvd ( <a href="#">LSD22-0008</a> )                                                             | <b>Large Scale Development</b> |
| 4. <b>Bentonville Plaza Addition, Phase 2 Lots 1-4</b><br>1005 S Walton Blvd ( <a href="#">FP22-0002</a> )                             | <b>Final Plat</b>              |
- Tyler reads a quick overview of consent agenda
  - Approved 6-0

IV. **New Business**

- |                                           |                               |
|-------------------------------------------|-------------------------------|
| 1. <b>Future Land Use Plan Amendments</b> | <b>General Plan Amendment</b> |
|-------------------------------------------|-------------------------------|
- Shelli reads staff report
  - One objection to the Future Land Use Plan that was sent to Shelli
  - Public hearing opened
  - Public hearing closed
  - Discussion amongst staff and commissioners

Motion to remove 210 SW 10<sup>th</sup> Street from Future Land Use Map

Previous rezoning request (2022)

- Motioned by Davis, Seconded by Hipp
- Approved 6-0

**2. Floodplain Parking Lot Regulation Amendments**

**Ordinance\***

- Dan from Engineering read the ordinance staff report
- Dan read emails from several engineers
- Witt Monigue (Engineering supervisor for the Flood Plan Commission for the State of Arkansas) recommended the amendment.
- Public hearing opened
- Nate Bachelor (CEI) had a few questions and inquiries
- Dan from Engineering helped clarify questions from Nate
- Tim Storey (Sand Creek Engineering) also needed clarification
- Dan from Engineering helped clarify questions from Tim
- Public hearing closed
- Discussion amongst commissioners and staff
- Motion by Davis, seconded by Kerr to approve the Flood Amendment
- Approved 6-0

**3. Bandaru**

**Future Land Use Map Amendment\***

**3a. Residential Estate to Low Density Residential**

SW Rainbow Farm Road and SW Morning Star Road ([RZ22-0013](#))

- Tyler reads staff report
- Public hearing open
- Public hearing closed
- Discussion staff and commissioners
- Approved 6-0

**3b. A-1, Agricultural to R-1, Low Density Single Family Residential**

**Rezoning\***

SW Rainbow Farm Road and SW Morning Star Road ([RZ22-0013](#))

- Approved 6-0

**4. Johnson**

**Rezoning\***

**R-1, Single Family Residential to**

**DN-2, Downtown Medium Density Residential**

402 SW D Street ([RZ22-0014](#))

- Tyler reads staff report
- Public hearing opened
- Public hearing closed
- Discussion amongst staff and commissioners
- Approved 6-0

**5. NFD, LLC**

**Rezoning\***

**R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential**

301 SE F Street ([RZ22-0015](#))

- Tyler reads staff report

- Public hearing opened
- Seth Van Russel, 118 SW G Court, spoke of concerns on this project
- Tyler cleared up Seth's concern
- Public hearing closed
- Discussion amongst staff and commissioners
- Approved 6-0

**6. Crystal Lara Murphy** **Rezoning\***  
**R-1, Low Density Single Family Residential to DN-4, Downtown Mixed-Use Residential**

119 SE F Street ([RZ22-0016](#))

- Tyler reads staff report
- Public hearing open
- Seth Van Russel, 118 SW G Court, spoke of concerns on this project
- Public hearing closed
- Discussion amongst staff and commissioners
- Motion to table the item by Hipp, seconded by Kerr
- Tabled 6-0

**7. Bergen** **Rezoning\***  
**R-1, Single Family Residential to DN-2, Downtown Medium Density Residential**

809 NE A Street ([RZ22-0017](#))

- Tyler reads staff report
- Public hearing opened
- Public hearing closed
- Discussion amongst staff and commissioners
- Approved 6-0

**8. NWA Multiplex Investors, LLC** **Rezoning\***  
**R-2, Medium Density Two Family and Townhome to R-3, Medium-High Density Multifamily Residential**

SW Featherston Road ([RZ22-0019](#))

- Tyler reads staff report
- Public hearing opened
- Public hearing closed
- Discussion amongst staff and commissioners
- Dirk with Morrison Shipley speaks
- Davis motioned to table, no one second
- Approved 5-1
- Denied by Davis

**9. City of Bentonville (Fire Training Facility)** **Conditional Use\***  
**Public Safety Services**  
 2405 SW Aviation Street ([CU22-0006](#))

Previous Rezoning Request (2022)

- Tyler reads staff report
- Public hearing opened
- Public hearing closed
- Discussion amongst staff and commissioners
- Approved 6-0

**10. 1019 SE 8<sup>th</sup> Street**

**Conditional Use\***

**Temporary Gravel Lot**

1019 E 8<sup>th</sup> Street ([CU22-0008](#))

- Tyler reads staff report
- Public hearing opened
- Public hearing closed
- Discussion amongst commissioners and staff
- Approved 6-0

**11. Shelley Parson Insurance Building**

**Large-Scale Development**

2001 SE J Street ([LSD22-0002](#))

- Tyler reads staff report
- Public hearing opened
- Shelley Parson (Owner) spoke on the item
- Candice Anderson (CEI Engineer) spoke to the item

**WAIVER 2:**

- Davis makes a motion not to approve the second waiver and require the dedication of the initial right of way.
- Seconded by Wright
- Approved 6-0 to dedicate the right of way

**WAIVER 1:**

- Davis motions to approve the waiver, seconded by Hipp
- Approved 6-0

**WAIVER 3:**

- Davis made a motion to approve the waiver, seconded by Haynie
- Approved 6-0

**Large Scale:**

- Approved 6-0

**12. Bentonville Fire Training Facility**

**Large-Scale Development**

2405 SW Aviation Street ([LSD22-0010](#))

- Tyler reads staff report

Previous Zone Request (2022)

WAIVER 1:

- Motion by Haynie to approve the waiver, seconded by Wright
- Approved 6-0

WAIVER 2:

- Motioned by Kerr to approve the waiver, seconded by Hipp

WAIVER 3:

- Side amenities
- Motion by Davis, seconded by Haynie to approve the waiver
- Approved 5-0

Large Scale:

- Approved 6-0

Meeting Adjourned

Jana Snyder

Community Development Coordinator

Previous Rezone Request (2022)

NOTICE OF INTENT TO REZONE

Joel Darling and Anna Kathryn Darling has requested the Bentonville Planning Commission to set a public hearing date to consider rezoning the following property from

R-1, Low Density Single-Family Residential to DN-4, Downtown Mixed-Use Residential

The legal description of the property is as follows:

Part of Lot 4, Block 15, Railroad Addition, Bentonville, Benton County, Arkansas, described as beginning at the SW corner of said Lot 4; thence North 80 feet; thence North 88°10&#39; East 165 feet; thence South 80 feet; thence South 88°10&#39; West 165 feet to the place of beginning. 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.

The common description of the property is: 119 SE F ST

The public hearing will be held October 21, 2025 at 5:00 p.m. It will be held at 305 S.W. "A" Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

- 1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- [X] I / we have no objections to the rezoning.
[] I / we object to the rezoning because:



Signature and Physical Address
Senior Right of Way
Agent - Black Hills Energy

655 Millsap Rd, Fayetteville
AR 72703

Signature and Physical Address
Property address: 709 SE 3rd
Parcel: 01-03418-000

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-4, DOWNTOWN MIXED-USE RESIDENTIAL; AND FOR OTHER  
PURPOSES.  
(PROJECT NUMBER: RZ25-0042)**

**WHEREAS**, Joel A. and Anna K. Darling 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-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF LOT 4, BLOCK 15, RAILROAD ADDITION, BENTONVILLE, BENTON COUNTY, ARKANSAS, DESCRIBED AS BEGINNING AT THE SW CORNER OF SAID LOT 4; THENCE NORTH 80 FEET; THENCE NORTH 88°10' EAST 165 FEET; THENCE SOUTH 80 FEET; THENCE SOUTH 88°10' WEST 165 FEET TO THE PLACE OF BEGINNING;

**WHEREAS**, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held October 21, 2025 in the Council Chambers of the City of Bentonville;

**WHEREAS**, public notice of said hearing having been published in the Northwest Arkansas Democrat-Gazette for the time and in the manner required by law; and

**WHEREAS**, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, LOW DENSITY SINGLE FAMILY RESIDENTIAL to DN-4, DOWNTOWN MIXED-USE 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-4, DOWNTOWN MIXED-USE RESIDENTIAL to be used in accordance with the city zoning laws and state laws;

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

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

**PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

**APPROVED:**

**ATTEST:**

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

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