



**Finance Committee
Meeting Agenda
August 26, 2025
4:30 PM
City Council Chambers**

City Council Members:

**Gayatri Agnew Ward 1, Position 2
Cindy Acree Ward 2, Position 1
Bill Burckart Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>**

Call to Order/Roll Call

Items For Discussion

- | | |
|---|----------------------|
| 1. Update on Water Line Leaks | Informational |
| 2. Sale Tax Rebate and 2025 Budget Update | Informational |
| 3. CIP Review | Informational |

City Council Items To Be Considered

- | | |
|--|-------------------|
| 1. Section II Item 4 from the City Council
Agenda: Resolution and Budget
Adjustment Recognizing a Donation
from the Bentonville Rotary Club | Resolution |
| The fire department would like to recognize \$2,200.00 donated by the Bentonville Rotary Club toward the purchase of 3 rescue manikins for training in the amount of \$5,720.21. The difference in the amount of the donation and the cost of the manikins will be covered in Fire's 2025 travel & training budget. A budget adjustment is needed. | |
| 2. Section II Item 10 from the City Council
Agenda: Resolution and Budget
Adjustment for Wishing Spring Trail
Grant from the Walton Family
Foundation | Resolution |

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

3. **Section III Item 1 from the City Council** **Resolution**

Agenda: Resolution Amending IFB-24-

70 - IDIQ Water Service Line

Replacement Agreement

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



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Quotation**Quotation#:** QUO-81215-Q8L8D9**Last Modified:** 08/11/2025 4:15 PM**Customer PO #:****Account Number:** 100914ESHIP003**Bill To:**BENTONVILLE FIRE DEPT ESHIP003
1000 SW 14TH ST
BENTONVILLE, AR 72712-3625

Ship Method:

Payment Terms:

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

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

Subtotal: \$5,223.93**Freight:** \$0.00**Tax:** \$496.28**Quote Total:** \$5,720.21**Quote Expiration Date:** 09/01/2025

Comments:

Cliff Thompson

Bound Tree | Account Manager

5000 Tuttle Crossing Blvd, Dublin OH 43016

Office Phone: | Mobile Phone: 479-659-9612

Cliff.Thompson@boundtree.com

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

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

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

To place an order, visit our website at www.boundtree.com, log in, and add items to your shopping cart.

Alternatively, you can call (800) 533-0523 or fax (800) 257-5713.

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: August 12, 2025
Re: Resolution accepting grant, in an amount not to exceed \$3,538,831,
from Walton Family Foundation for the Wishing Spring Trail Project

Resolution authorizing the Mayor and Clerk to enter into a grant agreement with the Walton Family Foundation for the relocation of the Wishing Spring Trail.

As you are probably aware, in the past large weather events usually closed the trail system between Slaughter Pen and Bella Vista Lake Parks. These closing took anywhere from two weeks to two months to restore and reopen. The first major project to improve this condition is the interchange at the Bella Vista Bypass. By relocating the tunnel in that project, we were able to provide a safe path immediately after major weather events. The next improvement is how we cross the Little Sugar Creek.

For the last couple of years, Parks and Recreation Staff and Trailblazers worked to partner on a redesign for this trail project. This relocation project is very important to the long-term success of the trail system, removing most of this path from the floodway. Upon completion, the duration of trail closures following weather events should be a matter of days, not weeks or longer.

After publicly bidding the project, the Walton Family Foundation generously awarded a grant for the full amount of the project to Parks and Recreation. This grant amount covers the full bid award to Ground Zero Construction, Geotech with McClelland Engineering and CA/CO with CEI. However, at the time of submitting this council packet, the agreement with CEI is not finalized and is not ready to present to Council. This should come to council within the next two meetings.

The result of all the work by Parks and Trailblazers Staff and the very generous grant from the Walton Family Foundation will be a safe and enjoyable path for that will serve our citizens for generations to come. If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonvillear.com.

WALTON FAMILY
FOUNDATION

MONTH DAY, 2025

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

RE: Grant 00113555

Dear Mayor Orman,

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of **up to \$3,538,831.00** to City of Bentonville ("Grantee"). The project term will be September 2025 to December 2026. This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support the construction phase of the Wishing Springs to Lake Bella Vista Greenway reroute and bridge project. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount: Up to \$3,538,831.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$884,707.75	Upon the Foundation's receipt of this signed agreement Upon the Foundation's receipt of this signed agreement	September 2025
2	Up to \$884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 25% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the monthly contractor pay application most recently submitted by November 15, 2025	December 2025
3	Up to \$884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 50% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the	March 2026

		monthly contractor pay application most recently submitted by February 15, 2026	
4	Up to \$884,707.75	Upon the Foundation's receipt and approval of documentation showing approximately 75% of construction completion and based on actual construction costs and anticipated costs to completion as demonstrated in the monthly contractor pay application most recently submitted by May 15, 2026	June 2026

3. **Payable:** Initial installment of \$884,707.75 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. **Accounting:**

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

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

Report Type	Report Due Date
Contractor Pay Application and Financial Summary	Monthly by the 15th day of each month of the project
Progress Report	November 15, 2025
Progress Report	February 15, 2026
Progress Report	May 15, 2026
Final Report	December 31, 2026

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document. Please reference Grant 00113555 on all communication.

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

- 6. Representations:** Grantee represents and warrants to the Foundation that:
- a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.
 - b. In no event will Grantee use any grant funds:
 - i. to carry on propaganda, or otherwise to attempt, to influence legislation;
 - ii. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - iii. to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.
 - c. Grantee will comply with all applicable laws and regulations.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
- 7. Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.
- 8. Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
- a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;

- d. Grantee does not use funds for the purpose of this grant;
- e. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
- f. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
- g. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
- h. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

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

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

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

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Becca Hazlewood, Senior Program Officer. Becca can be contacted via phone (479) 464-1574 or email bhazlewood@wppg.org. Please reference Grant 00113555 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by **September 30, 2025**, the Foundation will consider the Grantee to have declined the grant.

Sincerely,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By:

Stephanie Orman
Mayor
City of Bentonville

cc: David Wright
Josh Stacey

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN AN AMOUNT NOT TO EXCEED THREE MILLION FIVE HUNDRED THIRTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$3,538,831.00), FOR THE RELOCATION THE WISHING SPRING TRAIL; ADJUSTING THE 2025 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation (WFF) approved a grant to the City, in the amount of three million five hundred thirty-eight thousand eight hundred thirty-one dollars (\$3,538,831.00) to fund the construction for the relocation of Wishing Spring Trail;

WHEREAS, this project includes the redesign and relocation of pathways to decrease the duration of trail closures following weather events;

WHEREAS, there is no matching provision in this grant; and

WHEREAS, a budget adjustment will be needed to recognize grants funds.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with the WFF in the amount of three million five hundred thirty-eight thousand eight hundred thirty-one dollars (\$3,538,831.00), to fund the construction for the relocation of Wishing Spring Trail;

Section 2: The 2025 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2025 Budget is further adjusted to appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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

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

PASSED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

www.bentonvillear.com

Please Recycle!



CITY OF BENTONVILLE, ARKANSAS

Purchasing Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the “Amendment”), dated August 26, 2025 is made by the City of Bentonville, Arkansas (“City”) and Calcon, Inc. (“Contractor”), parties to the Invitation for Bid (IFB)-24-70 with Bentonville Water Department, for Indefinite Delivery – Indefinite Quantity (IDIQ) Water Service Line Replacement, dated November 20, 2024 (the “Agreement”).

1. The Original Agreement that was approved by City Council on November 12, 2024, in an amount not to exceed \$500,000 per year for each contract awarded.
2. The First Contract Amendment was approved by City Council on January 14, 2025, in an amount not to exceed \$1,000,000.00 per year for each contract awarded.
3. The Second Contract Amendment was approved by City Council on April 22, 2025, in an amount not to exceed \$1,500,000.00 per year for each contract awarded.
4. The Third Contract Amendment was approved by City Council on June 10, 2025, in an amount not to exceed \$2,000,000.00 per year for each contract awarded.
5. The Agreement is Amended as follows:
6. The estimated total of payments for the contract is estimated to be \$2,500,000.00 per contract term.
7. This Amendment shall be effective immediately when fully executed.
8. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, or any earlier Amendment, the terms of this Amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: _____

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
AN AMENDED AGREEMENT WITH CALCON, INC., INCREASING THE
CONTRACT AMOUNT BY FIVE-HUNDRED THOUSAND DOLLARS (\$500,000.00);
AMENDING THE 2025 BUDGET; AND FOR OTHER PURPOSES.**

WHEREAS, The City of Bentonville has entered into a contract with Calcon, Inc. dated November 20, 2024, which has previously been amended three times previously;

WHEREAS, the need has arisen to amend the contract for a fourth time to continue repairs to the water service lines and reduce water loss; and

WHEREAS, a budget adjustment is needed to fund this amendment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an amended agreement with Calcon, Inc. for additional services, increasing the contract amount by five hundred thousand dollars (\$500,000.00);

Section 2: The 2025 Budget is hereby adjusted to appropriate five hundred thousand dollars (\$500,000.00) from Utility Fund Reserves into Account #503020-44450 – Public Works by Project Maintenance;

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

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

PASSED and APPROVED this _____ day of _____, 2025.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK