



**Finance Committee  
Meeting Agenda  
October 28, 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. **Monthly Update on Water Line Leaks** **Informational**  
This is for our regularly scheduled update for the month of September.

**City Council Items To Be Considered**

1. **Section I Item 6 from the City Council** **Resolution**  
**Agenda: Resolution for a Budget Adjustment Recognizing Donations & State Aid for Bentonville Public Library**  
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.
2. **Section I Item 7 from the City Council** **Resolution**  
**Agenda: Resolution to Recognize a Donation to Bentonville Public Library from the Library Foundation**  
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.
3. **Section I Item 12 from the City Council** **Resolution**  
**Agenda: Resolution Accepting a Grant from the Walton Family Foundation for a Grant Writer Position**

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.

4. **Section II Item 1 from the City Council** **Resolution**  
**Agenda: Resolution and BA Agreeing to Change Order for PSE on the Electric AMI Implementation Oversight**

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.

5. **Section II Item 3 from the City Council** **Resolution**  
**Agenda: Resolution Amending IFB-24-70 - IDIQ Water Service Line Replacement Agreement**

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.

6. **Section II Item 4 from the City Council** **Resolution**  
**Agenda: Resolution Amending IFB-25-32 - IDIQ Water and Sewer Maintenance Work Agreement**

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.

7. **Section II Item 7 from the City Council** **Resolution**  
**Agenda: Resolution to Award Bid IFB-25-25 Re-Bid Compost Facility Asphalt Pad Repair to APAC-Central, Inc.**

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.



**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
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*



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

**Item Details**

<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):*

---

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 Verduyse (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					Balance to Finish (C-G)
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	B	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>
<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

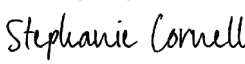
of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications 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.

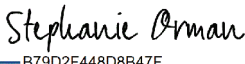
- 10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant 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:  10/8/2025 | 4:41:19 PM CDT  
5E46F4E1FC77436...  
Stephanie Cornell  
Executive Director

**City of Bentonville**

DocuSigned by:  
By:  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>
<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
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**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 memos 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:

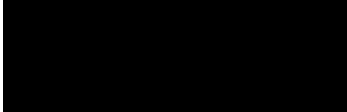
- Participate in bi-weekly meetings through FSAT acceptance
- Provide contract support.
- Provide testing support:
  - Initial performance test with 60 min intervals (100% of meters 90 days)
  - Outage & Restoration with 60 min intervals
  - 15 min interval Test 1 (25% of meters, 1 week)
  - 15 min interval 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
		\$	\$
		\$	\$
		\$	\$
		\$	\$

**Fund(s) Impacted**

(check all that apply)

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

*Budget Impact Notes for Consideration (Optional):*

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



# CITY OF BENTONVILLE, ARKANSAS

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>
<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 DEPARTMENT**  
**FORMAL SEALED BID TABULATION**


<b>Date of Bid Opening:</b>	<b>10/16/25</b>	<b>Time of Bid Opening:</b>	<b>1:00PM CST</b>	<b>IFB-25-25 RE-BID</b>
-----------------------------	-----------------	-----------------------------	-------------------	-------------------------

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	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			\$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>						*Cyrus Services, LLC Bid Submission was rejected during bid evaluation.		*Total Bid Price was corrected during bid evaluation.					

[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**