

Cindy Acree	Ward 2, Position 1
Bill Burckart	Ward 3, Position 2

City Council Items To Be Considered

- Page 1 of 42

infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed.

4. **Section II Item 18 from the City Council** **Resolution**
Agenda: Resolution Accepting a
Contribution from Runway for
Pedestrian Infrastructure

A Resolution accepting a contribution from Runway, in the amount of \$30,000.00, for pedestrian infrastructure improvements on John Deshields Blvd and Memorial Park. A budget adjustment is needed.

5. **Section II Item 19 from the City Council** **Resolution**
Agenda: Resolution Authorizing a
Closeout of a Walton Family Foundation
Grant

A Resolution authorizing the repayment of unused grant funds, to the Walton Family Foundation, in the amount of \$100,000.00. 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



CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance 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 July 14, 2026 is made by the City of Bentonville, Arkansas (“City”) and Milestone Construction Company, LLC. (“Contractor”), parties to the Invitation for Bid (IFB)-24-26 with City of Bentonville Transportation Department, for Indefinite Delivery-Indefinite Quantity (IDIQ) Sidewalk and Other Concrete Work, dated August 21, 2024 (the “Agreement”).

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.
2. The Agreement is amended as follows:
3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
 - a. One (1) year, beginning on August 21, 2026, and ending on August 21, 2027.
4. The estimated total payments due under this and all future renewal term(s) shall not exceed City Council approved fiscal year departmental budget per year.
5. This amendment shall be effective immediately when fully executed.
6. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY: _____
Stephanie Orman, Mayor

DATE: _____

Company Name: MILESTONE CONSTRUCTION COMPANY, LLC

BY: _____

Name(printed): _____

DATE: _____

RESOLUTION NO. _____

A RESOLUTION AN INCREASE OF IFB-24-26 of THE MILESTONE IDIQ CONTRACT FOR SIDEWALKS AND OTHER CONCRETE WORK, IN THE AMOUNT OF FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00); AND FOR OTHER PURPOSES.

WHEREAS, this IDIQ contract has been used by several different departments causing a need for the increase so as not to disrupt city project completion;

WHEREAS, this will increase the 2025-2026 contract to a total amount of two million fifty thousand dollars (\$2,050,000.00); and

WHEREAS, a portion of the increase is funded through Street Fund Reserves necessitating a budget adjustment.

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 increase IFB-24- 26, with Milestone for sidewalks and other concrete work, by an amount of five hundred fifty thousand dollars (\$550,000.00);

Section 2: The 2026 budget is hereby adjusted to appropriate one hundred forty-three thousand nine hundred four dollars and seventeen cents (\$143,904.17) from Street Fund Reserves into Account #203810-44460 – Street Repairs & 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 _____, 2026.

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):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council Members and Mayor Orman
From: Josh Stacey, Parks and Recreation Deputy Director
CC: David Wright, Parks and Recreation Director
Date: June 30, 2026
Re: Bid Award for Construction of Phase 2 of the McCollum Sidepath.

Parks and Recreation staff request City Council approval of a bid award authorizing the Mayor and City Clerk to enter into an agreement with Sandridge Construction in the amount of \$741,058 for construction of Phase 2 of the McCollum Drive Sidepath.

Phase 2 will begin at the terminus of Phase 1 near Garden Trail and continue along McCollum Drive, ending just north of the northernmost entrance to Grace Point Church. The future Tiger Boulevard overpass project will extend the sidepath connection from this location to Tiger Boulevard once that project is completed.

ARDOT has awarded the City two Transportation Alternatives Program grants for this project, totaling up to \$1,000,000 and requiring an 80/20 match. A budget adjustment is needed to recognize the grant funding. The City's required 20% match will be funded from two sources: \$96,059.25 from fee-in-lieu funds paid by the Church of Jesus Christ of Latter-day Saints, and \$52,152.35 from the Parks Capital account. The Parks Capital contribution is included as a 2026 budgeted item.

If you have any questions, regarding this item, please contact me at 418.8653, or email jstacey@bentonville.ar.gov.

Attachments:

Bid Award

Bid Tabulation

ARDOT Concurrence Letter



June 26, 2026

The Honorable Stephanie Orman
Mayor of Bentonville
305 SW A St.
Bentonville, AR 72712

Re: Job 090770
F.A.P. TAPU-TAPLC-9036(32)
Bentonville McCollum Rd.
Sidepath Ph. 2 (S)
Benton County

Mayor Orman:

We have received your request for concurrence in award, the bid tabulations, and the \$7,411.00 deposit for Department administration costs for the referenced project. The Department concurs in the award of the project in the amount of \$741,058.00 to the low bidder, Sandridge Construction LLC of Bella Vista, Arkansas, based on a review of the bid tabulations and the City's certification that the project was advertised, and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations. The maximum approved Federal-aid amount for this project is \$922,959.28

Once the contract is executed, you may issue a work order to begin construction. The Report of Daily Work Performed (Form LPA-015) must be submitted with each Construction Certification and Reimbursement Request (Form LPA-014) and the Final Acceptance Report (Form LPA-016) must be submitted at the completion of the project. All Forms referenced are available in digital format at www.ardot.gov/LPA. These forms must be submitted to David Bushey, the Department's Resident Engineer in Bentonville, who can be contacted at (479) 273-7634. Also, David must be invited to attend the pre-construction conference for this project. You must submit all change orders to the contract to David for review and approval for program eligibility.


For Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

c: Chief Engineer – Operations
Chief Engineer – Preconstruction
Assistant Chief Engineer – Construction
Construction
Local Programs
Program Management
District Nine
Resident Engineer #94
Tim Conklin, Executive Director, NWARPC
Job 090770 'C' File

NOTICE OF AWARD

Date of Issuance:

Owner: **City of Bentonville**

Owner's Project No.: **TIP24-0002**

Engineer: **CEI**

Engineer's Project No.: **33832.0**

Project: **McCollum Sidepath Phase II**

Contract Name: **McCollum Sidepath Phase II**

Bidder: **Sandridge Construction**

Bidder's Address:

You are notified that Owner has accepted your Bid dated May 27, 2026, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of approximately 2,010 linear feet of 10-foot-wide concrete sidepath along McCollum Drive in Bentonville, Arkansas, extending from the existing McCollum Phase I sidepath near Garden Trail to the Tiger Boulevard overpass project limits east of Grace Point Church. Work includes drainage improvements, trail construction, and all associated appurtenances and incidental work as specified in the Contract Documents for IFB-26-05.

The Contract Price of the awarded Contract is **\$741,058.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Bentonville, 305 SW A St, Bentonville, AR 72712
By (*signature*): _____
Name (*printed*): Stephanie Orman
Title: Mayor
Copy: Engineer

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Bentonville ("Owner") and Sandridge Construction ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The construction of approximately 2,010 linear feet of 10-footwide concrete trail in Bentonville, Arkansas. A significant portion of the trail lies on top of the existing drainage ditch and drainage structures will be required to be constructed, along with other improvements as specified in the project plans.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Construction of approximately 2,010 linear feet of 10-foot-wide concrete sidepath along McCollum Drive in Bentonville, Arkansas, extending from the existing McCollum Phase I sidepath near Garden Trail to the Tiger Boulevard overpass project limits east of Grace Point Church. Work includes drainage improvements, trail construction, and all associated appurtenances and incidental work as specified in the Contract Documents for IFB-26-05.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained CEI ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.03 *Contract Times: Days*

A. The Work will be substantially complete within 150 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the

General Conditions within 180 calendar days after the date when the Contract Times commence to run.

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, Staking, Bonding, Traffic Control & Insurance	LS	1	\$36,825.77	\$36,825.77
2	Clearing & Grubbing	LS	1	\$6,000.00	\$6,000.00
3	Removal and Disposal of Concrete Pavement	SY	118	\$25.00	\$2,950.00
4	Removal and Disposal of Asphalt	SY	262	\$20.00	\$5,240.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
5	Removal and Disposal Curb and Gutter	LF	196	\$7.00	\$1,372.00
6	Removal and Disposal Corrugated Metal Pipe	LF	79	\$15.00	\$1,185.00
7	Removal and Disposal of 24" RCP	LF	59	\$18.00	\$1,062.00
8	Removal and Disposal of 24" FES	EA	4	\$200.00	\$800.00
9	Removal and Disposal of 18" RCP	LF	48	\$18.00	\$864.00
10	Removal and Disposal of 18" FES	EA	2	\$200.00	\$400.00
11	Relocate Stop Sign	EA	2	\$150.00	\$300.00
12	Relocate Witness Post	EA	1	\$100.00	\$100.00
13	General Cut	CY	1570	\$12.50	\$19,625.00
14	General Fill	CY	785	\$20.00	\$15,700.00
15	Add Undercut & Select Backfill (as directed by Geotech)	CY	2100	\$35.00	\$73,500.00
16	Erosion Control Maintenance	LS	1	\$1,500.00	\$1,500.00
17	Construction Entrance	EA	1	\$3,500.00	\$3,500.00
18	Concrete Washout	EA	1	\$1,500.00	\$1,500.00
19	Straw Wattle	LF	1664	\$3.00	\$4,992.00
20	SWP-CI 'Big Red'	LF	62	\$30.00	\$1,860.00
21	Silt Fence Inlet Protection	LF	36	\$4.00	\$144.00
22	C-600 Coir Erosion Control Matting	SY	2	\$1,000.00	\$2,000.00
23	Rock Check Dam	EA	1	\$3,000.00	\$3,000.00
24	Tree Preservation Fencing	LF	20	\$10.00	\$200.00
25	Asphalt Paving/Patching (includes base and subgrade prep)	SY	133	\$150.00	\$19,950.00
26	Concrete Driveway Paving	SY	198	\$80.00	\$15,840.00
27	Concrete Curb and Gutter (Type A 1'-6")	LF	125	\$32.00	\$4,000.00
28	Concrete Sidewalks (4")	SY	6	\$10.00	\$60.00
29	Concrete Trail (6")	SY	2036	\$68.38	\$139,221.68
30	4" Class 7 Base for Trail and Sidewalk	SY	2253	\$18.00	\$40,554.00
31	Detectable Warning Device	SF	346	\$21.00	\$7,266.00

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
32	3-Rail Wood Fence	LF	64	\$78.00	\$4,992.00
33	Segmental Block Retaining Wall	LF	45	\$150.00	\$6,750.00
34	Type E Junction Box (4'x4')	EA	1	\$4,500.00	\$4,500.00
35	Junction Box (4'x13'-2")	EA	1	\$8,300.00	\$8,300.00
36	4' Grate Inlet 2'x2' Frame	EA	2	\$5,000.00	\$10,000.00
37	18"x12" HERCP Flared End Section	EA	2	\$1,000.00	\$2,000.00
38	24" Flared End Section	EA	1	\$1,100.00	\$1,100.00
39	36" Flared End Section	EA	1	\$2,000.00	\$2,000.00
40	14"x23" HERCP	LF	468	\$90.00	\$42,120.00
41	24" Reinforced Concrete Pipe, Class 4	LF	48	\$81.00	\$3,888.00
42	36" Reinforced Concrete Pipe, Class 4	LF	367	\$133.00	\$48,811.00
43	C-76 Mortar Joints	EA	2	\$400.00	\$800.00
44	Permanent Bermuda Grass Sod	SY	1258	\$6.00	\$7,548.00
45	Temporary Seeding	AC	0.79	\$1,265.82	\$1,000.00
46	Permanent Seeding	AC	0.79	\$5,200.00	\$4,108.00
47	4" Top Soil	SY	5066	\$6.00	\$30,396.00
48	Painted Pavement Marking – Yellow Dashed (4")	LF	1191	\$3.30	\$3,930.30
49	Painted Pavement Marking – Yellow Solid (4")	LF	576	\$3.60	\$2,073.60
50	Painted Pavement Marking – Reflective White (4")	LF	37	\$3.60	\$133.20
51	Thermoplastic Pavement Marking – White Stop Bar (12")	LF	39	\$11.00	\$429.00
52	Thermoplastic Pavement Marking – White Crosswalk (24")	LF	230	\$21.00	\$4,830.00
53	Thermoplastic Pavement Marking – Green Elephants Feet (24"x24")	SY	21	\$94.00	\$1,974.00
54	Commercial Red Pavement Marking	SY	158	\$90.00	\$14,220.00
55	Thermoplastic Pavement Marking – White Elephants Feet (24"x24")	SY	32	\$100.00	\$3,200.00
56	Traffic Flow Arrow Marking	EA	4	\$400.00	\$1,600.00
57	Signs	EA	1	\$1,500.00	\$1,500.00

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
58	Channel Post Sign Support (Type U-1)	EA	2	\$200.00	\$400.00
59	Water Meter Adjustment to Finished Grade	EA	2	\$300.00	\$600.00
60	Valve Box Adjustment to Finished Grade	EA	11	\$200.00	\$2,200.00
61	Relocated Fire Hydrant	EA	1	\$3,500.00	\$3,500.00
62	NFPA13 Fire Line 6800 Valve Box Cover Painted Red	EA	1	\$143.45	\$143.45
63	FDC Relocation	EA	1	\$3,000.00	\$3,000.00
64	PIV Relocation	EA	1	\$7,500.00	\$7,500.00
65	Owner's Allowance	LS	1	\$100,000	\$100,000
Total of all Extended Prices for Unit Price Work					\$741,058.00

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Ninety-five (95)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **one hundred(100)** percent of the Work completed, less such

amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **two hundred (200)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings (not attached but incorporated by reference) consisting of 34 sheets with each sheet bearing the following general title: Bentonville McCollum Rd. Sidepath Ph. 2 (S).
 - 7. Addenda (numbers 1 to 2, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 3. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 4. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 5. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 6. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 7. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 9. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

10. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- B. A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Bentonville

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Stephanie Orman

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

3200 SW Municipal Drive

Bentonville, AR 72712

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:



Bid Tabulation
Project Name: McCollum Sidepath Phase II
Project Number: 33832
Location: Bentonville, Arkansas
Date: 5/28/2026

				Engineer	Diamond C Construction		Onpoint Excavation		Sandridge Construction		Verzani Construction		Ground Zero Construction		J&L Concrete		
Item		Unit	Estimated Quantity	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price	Bid Unit Price	Bid Price
McCollum Sidepath Phase II																	
1	Mobilization, Staking, Bonding, Traffic Control & Insurance	LS	1	\$55,000.00	\$55,000.00	\$47,323.00	\$47,323.00	\$70,747.00	\$70,747.00	\$36,825.77	\$36,825.77	\$75,000.00	\$75,000.00	\$30,000.00	\$30,000.00	\$82,675.00	\$82,675.00
2	Clearing & Grubbing	LS	1	\$10,000.00	\$10,000.00	\$42,952.50	\$42,952.50	\$3,576.50	\$3,576.50	\$6,000.00	\$6,000.00	\$9,240.00	\$9,240.00	\$47,000.00	\$47,000.00	\$25,000.00	\$25,000.00
3	Removal and Disposal of Concrete Pavement	SY	118	\$30.00	\$3,540.00	\$25.00	\$2,950.00	\$18.26	\$2,154.68	\$25.00	\$2,950.00	\$45.00	\$5,310.00	\$10.00	\$1,180.00	\$45.00	\$5,310.00
4	Removal and Disposal of Asphalt	SY	262	\$25.00	\$6,550.00	\$25.00	\$6,550.00	\$14.15	\$3,707.30	\$20.00	\$5,240.00	\$45.00	\$11,790.00	\$7.00	\$1,834.00	\$30.00	\$7,860.00
5	Removal and Disposal of Curb and Gutter	LF	196	\$20.00	\$3,920.00	\$20.00	\$3,920.00	\$16.04	\$3,143.84	\$7.00	\$1,372.00	\$20.00	\$3,920.00	\$8.00	\$1,568.00	\$15.00	\$2,940.00
6	Removal and Disposal of Corrugated Metal Pipe	LF	79	\$15.00	\$1,185.00	\$40.00	\$3,160.00	\$19.10	\$1,508.90	\$15.00	\$1,185.00	\$12.00	\$948.00	\$20.00	\$1,580.00	\$30.00	\$2,370.00
7	Removal and Disposal of 24" RCP	LF	59	\$35.00	\$2,065.00	\$60.00	\$3,540.00	\$44.46	\$2,623.14	\$18.00	\$1,062.00	\$12.00	\$708.00	\$25.00	\$1,475.00	\$30.00	\$1,770.00
8	Removal and Disposal of 24" FES	EA	4	\$350.00	\$1,400.00	\$402.50	\$1,610.00	\$698.13	\$2,792.52	\$200.00	\$800.00	\$25.00	\$100.00	\$250.00	\$1,000.00	\$400.00	\$1,600.00
9	Removal and Disposal of 18" RCP	LF	48	\$25.00	\$1,200.00	\$50.00	\$2,400.00	\$46.81	\$2,246.88	\$18.00	\$864.00	\$12.00	\$576.00	\$23.00	\$1,104.00	\$30.00	\$1,440.00
10	Removal and Disposal of 18" FES	EA	2	\$250.00	\$500.00	\$287.50	\$575.00	\$719.25	\$1,438.50	\$200.00	\$400.00	\$25.00	\$50.00	\$200.00	\$400.00	\$400.00	\$800.00
11	Relocate Stop Sign	EA	2	\$400.00	\$800.00	\$569.25	\$1,138.50	\$79.35	\$158.70	\$150.00	\$300.00	\$350.00	\$700.00	\$520.00	\$1,040.00	\$800.00	\$1,600.00
12	Relocate Witness Post	EA	1	\$500.00	\$500.00	\$3,450.00	\$3,450.00	\$99.00	\$99.00	\$100.00	\$100.00	\$225.00	\$225.00	\$520.00	\$520.00	\$1,500.00	\$1,500.00
13	General Cut	CY	1570	\$35.00	\$54,950.00	\$25.00	\$39,250.00	\$6.44	\$10,110.80	\$12.50	\$19,625.00	\$28.00	\$43,960.00	\$20.00	\$31,400.00	\$18.00	\$28,260.00
14	General Fill	CY	785	\$55.00	\$43,175.00	\$25.00	\$19,625.00	\$35.30	\$27,710.50	\$20.00	\$15,700.00	\$38.00	\$29,830.00	\$29.00	\$22,765.00	\$30.00	\$23,550.00
15	Add Undercut & Select Backfill (as directed by Geotech)	CY	2100	\$80.00	\$168,000.00	\$25.00	\$52,500.00	\$28.16	\$59,136.00	\$35.00	\$73,500.00	\$66.00	\$138,600.00	\$15.00	\$31,500.00	\$48.00	\$100,800.00
16	Erosion Control Maintenance	LS	1	\$10,000.00	\$10,000.00	\$2,875.00	\$2,875.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$1,750.00	\$1,750.00	\$1,000.00	\$1,000.00	\$8,000.00	\$8,000.00
17	Construction Entrance	EA	1	\$5,000.00	\$5,000.00	\$2,070.00	\$2,070.00	\$2,413.20	\$2,413.20	\$3,500.00	\$3,500.00	\$1,100.00	\$1,100.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
18	Concrete Washout	EA	1	\$1,800.00	\$1,800.00	\$805.00	\$805.00	\$402.50	\$402.50	\$1,500.00	\$1,500.00	\$550.00	\$550.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
19	Straw Wattle	LF	1664	\$10.00	\$16,640.00	\$5.50	\$9,152.00	\$2.13	\$3,544.32	\$3.00	\$4,992.00	\$4.00	\$6,656.00	\$4.00	\$6,656.00	\$8.00	\$13,312.00
20	SWP-CI 'Big Red'	LF	62	\$21.00	\$1,302.00	\$13.00	\$806.00	\$15.11	\$936.82	\$30.00	\$1,860.00	\$17.00	\$1,054.00	\$98.00	\$6,076.00	\$40.00	\$2,480.00
21	Silt Fence Inlet Protection	LF	36	\$20.00	\$720.00	\$39.00	\$1,404.00	\$4.82	\$173.52	\$4.00	\$144.00	\$10.00	\$360.00	\$8.00	\$288.00	\$10.00	\$360.00
22	C-600 Coir Erosion Control Matting	SY	2	\$80.00	\$160.00	\$160.00	\$320.00	\$139.40	\$278.80	\$1,000.00	\$2,000.00	\$150.00	\$300.00	\$400.00	\$800.00	\$60.00	\$120.00
23	Rock Check Dam	EA	1	\$500.00	\$500.00	\$920.00	\$920.00	\$687.45	\$687.45	\$3,000.00	\$3,000.00	\$550.00	\$550.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00
24	Tree Preservation Fencing	LF	20	\$6.00	\$120.00	\$69.00	\$1,380.00	\$15.49	\$309.80	\$10.00	\$200.00	\$20.00	\$400.00	\$20.00	\$400.00	\$10.00	\$200.00
25	Asphalt Paving/Patching (includes base and subgrade prep)	SY	133	\$150.00	\$19,950.00	\$86.47	\$11,500.51	\$131.95	\$17,549.35	\$150.00	\$19,950.00	\$65.00	\$8,645.00	\$160.00	\$21,280.00	\$60.00	\$7,980.00
26	Concrete Driveway Paving	SY	198	\$100.00	\$19,800.00	\$80.00	\$15,840.00	\$80.62	\$15,962.76	\$80.00	\$15,840.00	\$112.00	\$22,176.00	\$80.00	\$15,840.00	\$90.00	\$17,820.00
27	Concrete Curb and Gutter (Type A 1'-6")	LF	125	\$35.00	\$4,375.00	\$48.00	\$6,000.00	\$51.36	\$6,420.00	\$32.00	\$4,000.00	\$38.50	\$4,812.50	\$24.00	\$3,000.00	\$35.00	\$4,375.00
28	Concrete Sidewalks (4")	SY	6	\$70.00	\$420.00	\$80.00	\$480.00	\$320.83	\$1,924.98	\$10.00	\$60.00	\$100.00	\$600.00	\$77.00	\$462.00	\$100.00	\$600.00
29	Concrete Trail (6")	SY	2036	\$125.00	\$254,500.00	\$85.00	\$173,060.00	\$78.16	\$159,133.76	\$68.38	\$139,221.68	\$108.00	\$219,888.00	\$110.00	\$223,960.00	\$90.00	\$183,240.00
30	4" Class 7 Base for Trail and Sidewalk	SY	2253	\$25.00	\$56,325.00	\$14.50	\$32,668.50	\$9.20	\$20,727.60	\$18.00	\$40,554.00	\$7.00	\$15,771.00	\$15.00	\$33,795.00	\$20.00	\$45,060.00
31	Detectable Warning Device	SF	346	\$75.00	\$25,950.00	\$41.00	\$14,186.00	\$50.54	\$17,486.84	\$21.00	\$7,266.00	\$30.00	\$10,380.00	\$25.00	\$8,650.00	\$40.00	\$13,840.00
32	3-Rail Wood Fence	LF	64	\$85.00	\$5,440.00	\$80.00	\$5,120.00	\$36.50	\$2,336.00	\$78.00	\$4,992.00	\$66.00	\$4,224.00	\$86.75	\$5,552.00	\$100.00	\$6,400.00
33	Segmental Block Retaining Wall	LF	45	\$150.00	\$6,750.00	\$400.00	\$18,000.00	\$697.73	\$31,397.85	\$150.00	\$6,750.00	\$220.00	\$9,900.00	\$256.50	\$11,542.50	\$250.00	\$11,250.00
34	Type E Junction Box (4'x4')	EA	1	\$7,500.00	\$7,500.00	\$5,175.00	\$5,175.00	\$7,635.69	\$7,635.69	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$6,800.00	\$6,800.00
35	Junction Box (4'x13'-2")	EA	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$17,613.75	\$17,613.75	\$8,300.00	\$8,300.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$14,000.00	\$14,000.00
36	4' Grate Inlet 2'x2' Frame	EA	2	\$4,500.00	\$9,000.00	\$6,900.00	\$13,800.00	\$9,519.31	\$19,038.62	\$5,000.00	\$10,000.00	\$2,500.00	\$5,000.00	\$6,500.00	\$13,000.00	\$6,800.00	\$13,600.00
37	14"x23" HERCP Flared End Section	EA	2	\$1,200.00	\$2,400.00	\$1,150.00	\$2,300.00	\$1,574.50	\$3,149.00	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00	\$900.00	\$1,800.00	\$1,200.00	\$2,400.00
38	24" Flared End Section	EA	1	\$1,150.00	\$1,150.00	\$2,530.00	\$2,530.00	\$1,757.00	\$1,757.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$900.00	\$900.00	\$1,100.00	\$1,100.00
39	36" Flared End Section	EA	1	\$1,500.00	\$1,500.00	\$4,830.00	\$4,830.00	\$2,546.50	\$2,546.50	\$2,000.00	\$2,000.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00
40	14"x23" HERCP, Class 4	LF	468	\$150.00	\$70,200.00	\$116.00	\$54,288.00	\$82.89	\$38,792.52	\$90.00	\$42,120.00	\$95.00	\$44,460.00	\$90.00	\$42,120.00	\$90.00	\$42,120.00
41	24" Reinforce Concrete Pipe, Class 4	LF	48	\$200.00	\$9,600.00	\$117.00	\$5,616.00	\$82.16	\$3,943.68	\$81.00	\$3,888.00	\$105.00	\$5,040.00	\$100.00	\$4,800.00	\$100.00	\$4,800.00
42	36" Reinforce Concrete Pipe, Class 4	LF	367	\$250.00	\$91,750.00	\$215.00	\$78,905.00	\$128.58	\$47,188.86	\$133.00	\$48,811.00	\$160.00					

57	Signs		EA	1	\$750.00	\$750.00	\$1,200.00	\$1,200.00	\$219.00	\$219.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,040.00	\$1,040.00	\$600.00	\$600.00
58	Channel Post Sign Support (Type U-1)		EA	2	\$150.00	\$300.00	\$175.00	\$350.00	\$93.75	\$187.50	\$200.00	\$400.00	\$400.00	\$800.00	\$150.00	\$300.00	\$500.00	\$1,000.00
59	Water Meter Adjustment to Finished Grade		EA	2	\$2,000.00	\$4,000.00	\$3,450.00	\$6,900.00	\$408.55	\$817.10	\$300.00	\$600.00	\$900.00	\$1,800.00	\$500.00	\$1,000.00	\$250.00	\$500.00
60	Valve Box Adjustment to Finished Grade		EA	11	\$600.00	\$6,600.00	\$230.00	\$2,530.00	\$338.64	\$3,725.04	\$200.00	\$2,200.00	\$550.00	\$6,050.00	\$500.00	\$5,500.00	\$250.00	\$2,750.00
61	Relocated Fire Hydrant		EA	1	\$2,500.00	\$2,500.00	\$14,375.00	\$14,375.00	\$6,952.25	\$6,952.25	\$3,500.00	\$3,500.00	\$8,900.00	\$8,900.00	\$8,000.00	\$8,000.00	\$16,000.00	\$16,000.00
62	NFPA13 Fire Line 6800 Valve Box Cover Painted Red		EA	1	\$200.00	\$200.00	\$4,370.00	\$4,370.00	\$660.00	\$660.00	\$143.45	\$143.45	\$500.00	\$500.00	\$445.00	\$445.00	\$800.00	\$800.00
63	FDC Relocation		EA	1	\$3,500.00	\$3,500.00	\$6,325.00	\$6,325.00	\$3,216.05	\$3,216.05	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$47,489.00	\$47,489.00	\$7,500.00	\$7,500.00
64	PIV Relocation		EA	1	\$3,500.00	\$3,500.00	\$6,670.00	\$6,670.00	\$3,812.15	\$3,812.15	\$7,500.00	\$7,500.00	\$950.00	\$950.00	\$2,900.00	\$2,900.00	\$8,000.00	\$8,000.00
65	Owner's Allowance		LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00

Total On Estimate	\$1,200,314.04	Total on Bid Form	\$950,129.88	Total on Bid Form	\$819,177.63	Total on Bid Form	\$743,200.00	Total on Bid Form	\$966,991.00	Total on Bid Form	\$950,690.70	Total on Bid Form	\$973,036.00
Actual Total	\$1,200,350.00	Actual Total	\$1,002,454.88	Actual Total	\$818,991.73	Actual Total	\$741,058.00	Actual Total	\$966,985.00	Actual Total	\$941,466.70	Actual Total	\$976,986.00
		Difference	-\$52,325.00	Difference	\$185.90	Difference	\$2,142.00	Difference	\$6.00	Difference	\$9,224.00	Difference	-\$3,950.00

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SANDRIDGE CONSTRUCTION, FOR CONSTRUCTION OF PHASE 2 OF THE MCCOLLUM SIDEPATH PROJECT, IN THE AMOUNT OF SEVEN HUNDRED FORTY-ONE THOUSAND FIFTY-EIGHT DOLLARS (\$741,058.00); AND FOR OTHER PURPOSES.

WHEREAS, Sandridge Construction is the lowest qualified bidder for Phase 2 of the McCollum Sidepath project;

WHEREAS, this is a capital project funded through grant monies, fees in lieu, and 2026 budgeted funds; and

WHEREAS, a budget adjustment is needed recognize and allocate 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 authorized to enter into an agreement with Sandridge Construction, for the construction of Phase 2 of the McCollum Sidepath project, in the amount of seven hundred forty-one thousand fifty-eight dollars (\$741,058.00);

Section 2: The 2026 budget is hereby adjusted to recognize five hundred ninety-two thousand eight hundred forty-six dollars and forty cents (\$592,846.40) in grant funds to Account #105030-33110 – Federal Direct Grant;

Section 3: The 2026 budget is further adjusted to recognize ninety-six thousand fifty-nine dollars and twenty-five cents (\$96,059.25) in fees in lieu monies into Account #105030-37520 – Miscellaneous Income;

Section 4: The 2026 budget is further adjusted to appropriate the above, in the total amount of six hundred eighty-eight thousand nine hundred five dollars and sixty-five cents (\$688,905.65) into Account #105030-47390 – Improvements Other than Building/Project;

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 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 _____, 2026.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

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	\$	\$
		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: David Wright, Parks and Recreation Director
Date: June 16, 2026
Re: Accepting Grant for JDS Crosswalks

Parks and Recreation is accepting a grant from the Walton Family Foundation, in the amount of \$30,000, for pedestrian safety improvements in Memorial Park.

During February 2026 Traffic and Signage Meeting, a group of citizens presented to the committee requesting crosswalks improvements in Memorial + Orchards Parks. During that meeting, staff realized this request was previously made and approved in 2024. However, shortly after that approval, the 2024 tornado occurred and the project was “lost in the mix”.

When the conversation resurfaced, staff on the Traffic and Signage Committee voiced support of the improvements and told the citizen group we would do our best to make it a priority. Several steps were required in order to ultimately provide the citizens with the improvements they were asking for. First, there were crosswalks requested and previously approved connecting the park to Crystal Flats development. Next, neighbors in Legacy Village wanted a safe crossing from their neighborhood to Orchards Park. After analyzing this crossing, the committee voted to create a 3-way intersection with stop signs and dedicated crosswalks.

The total cost of the project is \$78,257.27. The major cost is because of the repour of a curbed area on Legacy Parkway to ensure the crossing in ADA Accessible. Funding comes from three (3) different sources. First, Crystal Flats / Runway agreed to pay \$30,000 for the crosswalks and connections to their development. Next the Walton Family Foundation is contributing \$30,000 for improvements and connections at JDS and Legacy Way to Orchards Park. The final \$18,757 is being paid by the City via our T1 (Tier 1) Pedestrian Improvements in the Parks and Recreation Budget. The final cost to the city are material costs and labor from our Transportation Department for installation of the stop signs at JDS / Legacy Way.

The City was able to utilize IDIQ bid pricing for the project. This resolution allows the Mayor to enter into a grant agreement with the Walton Family Foundation and approves a budget adjustment in the amount of \$30,000 for the cost of the project. A separate

agenda item will approve another budget adjustment in the amount of the \$30,000 recognizing the contribution from Runway for their portion of the project.

If you have any questions, regarding this item, please contact me at 271.6813, or email dwright@bentonville.ar.gov.

Attachments:

Grant Agreement from Walton Family Foundation

Contribution Letter from Runway

WALTON FAMILY
FOUNDATION

June 17, 2026

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

RE: Grant 00114927

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 K-12 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 \$30,000.00 to leverage existing public and private funding and complete planned crosswalk improvements on city-owned property across John DeShields Boulevard near Orchards Park, enhancing pedestrian safety and neighborhood connectivity. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00114927.

Reporting: Please provide the Foundation with the following reports:

Report Type	Report Date
Final Report	September 04, 2026

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,

Christie Yang
Secretary and General Counsel

Grant Terms

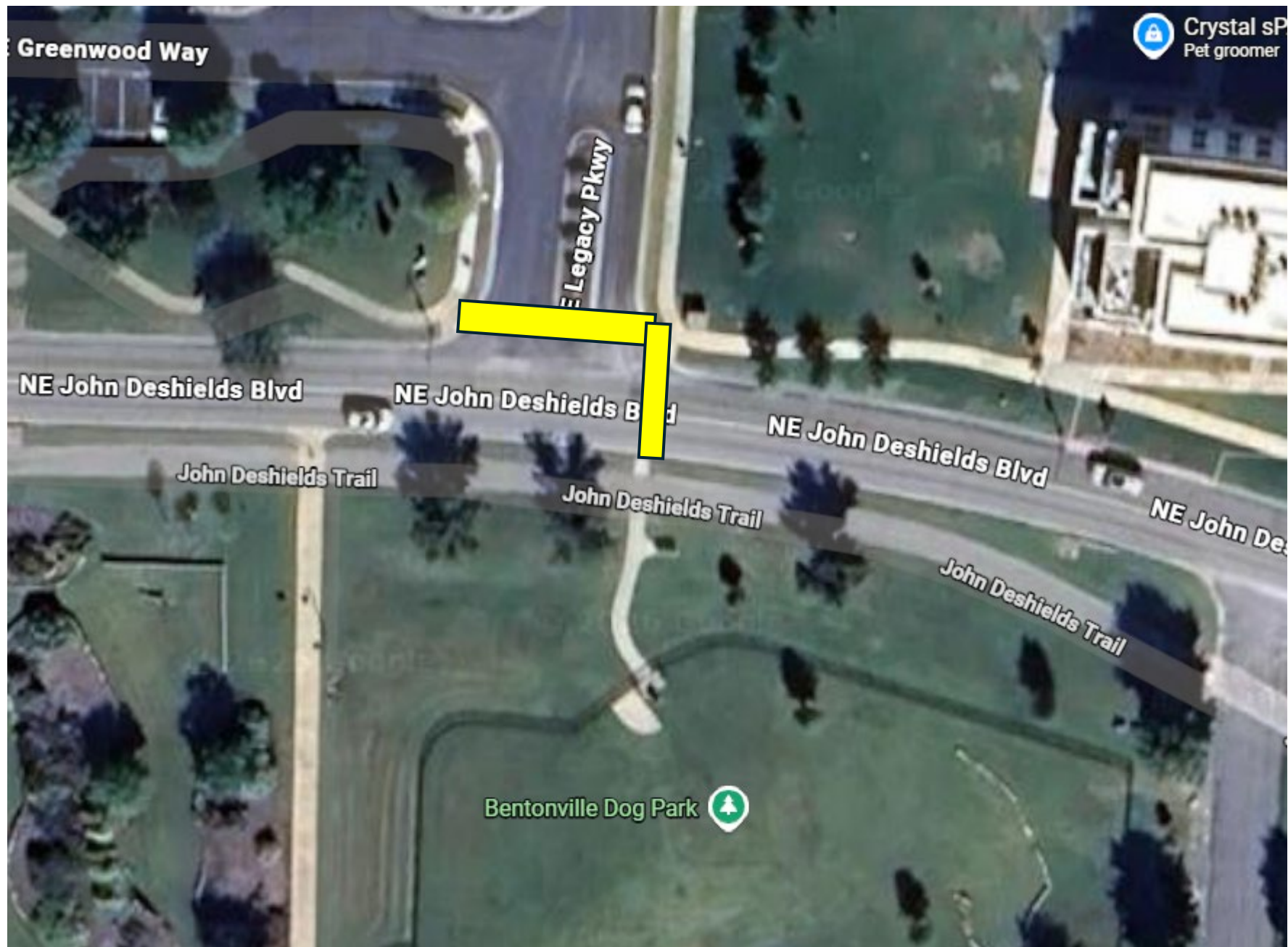
By accepting a grant from the Walton Family Foundation ("Foundation"), your organization ("Grantee") acknowledges and agrees to the following terms regarding the grant:

1. **Grantee's Organizational Status:** Grantee represents to the Foundation that 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.
2. **Accounting:** The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of these grant terms, "grant funds" include the grant and any income earned thereon. Grantee will account for and maintain records of receipts and expenditures of the grant funds in accordance with generally accepted accounting principles.
3. **Restrictions on Grant Use:** Grantee will use the grant funds only for the purposes of the grant, and will comply with all applicable laws and regulations in administering and expending the grant funds. In no event will Grantee use any grant funds:
 - a. to lobby for or against, or otherwise to attempt to influence, government legislation;
 - b. to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 - c. to undertake any activity other than for a charitable, educational or other tax-exempt purpose specified in section 170(c)(2)(B) of the Code.
4. **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.
5. **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.
6. **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 is approved by the Foundation. 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."
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes.
8. **Additional Information:** The Foundation may request Grantee to provide such information as is necessary or appropriate for the Foundation to determine that the grant funds are being used for the purposes intended. Grantee agrees to provide such information upon request.



Midblock Crossing w/
Crosswalk across JDS
connection





Install 3-Way Stop
Intersection w/ 2
Crosswalks

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A GRANT FROM THE WALTON FAMILY FOUNDATION, FOR PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS ON JOHN DESHIELDS BLVD. AND MEMORIAL PARK, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000.00); AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation awards the City thirty thousand dollars (\$30,000.00), for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park; and

WHEREAS, a budget adjustment is needed to recognize and allocate grant 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 authorized to accept a Walton Family Foundation grant, in the amount of thirty thousand dollars (\$30,000.00), for pedestrian infrastructure improvements;

Section 2: The 2026 budget is adjusted to recognize thirty thousand dollars (\$30,000.00) in grant funds into Account #105030-33810 – Local Grants and appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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 _____, 2026.

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:	\$
-----------------------------	----

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

www.bentonvillear.com

Please Recycle!

Memo



To: City Council Members and Mayor Orman
From: David Wright, Parks and Recreation Director
Date: June 16, 2026
Re: Accepting Grant for JDS Crosswalks

Parks and Recreation is accepting a contribution from Runway, on behalf of Crystal Flats, in the amount of \$30,000, for pedestrian safety improvements in Memorial Park.

As mentioned in the previous item, this request was initiated by a group of citizens during the February 2026 Traffic and Signage Meeting. During the meeting, we realized improvements suggested by Runway were once approved for JDS. However that was prior to the 2024 Tornado.

After the public meeting, we visited with Runway and they were agreeable to participate in the project with a \$30,000 contribution. This link provides access to from Memorial Park and connecting to the commercial area of the Crystal Flats development. This connection will certainly benefit residents of the development. But it will also benefit park users as they search for restaurants and coffee shop during soccer matches and other active play.

The City was able to utilize IDIQ bid pricing for the project. This budget adjustment authorizes allows funds to be allocated to the appropriate line item in the 2026 budget.

If you have any questions, regarding this item, please contact me at 271.6813, or email dwright@bentonville.ar.gov.

Attachments:

Contribution Letter from Runway

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A CONTRIBUTION FROM RUNWAY, FOR
PEDESTRIAN INFRASTRUCTURE IMPROVEMENTS ON JOHN DESHIELDS BLVD
AND MEMORIAL PARK, IN THE AMOUNT OF THIRTY THOUSAND DOLLARS
(\$30,000.00); AND FOR OTHER PURPOSES.**

WHEREAS, Runway is contributing thirty thousand dollars (\$30,000.00) for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park; and

WHEREAS, a budget adjustment is needed recognize and appropriate funds.

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

Section 1: The City accepts a thirty thousand dollars (\$30,000.00) contribution from Runway, for pedestrian infrastructure improvements on John DeShields Blvd. and Memorial Park;

Section 2: The 2026 budget is hereby adjusted to recognize a contribution of thirty thousand dollars (\$30,000.00) into Account #105030-37010 – Miscellaneous Donation and appropriate the same into Account #105030-47390 – Improvements Other than Building/Project;

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 _____, 2026.

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:	\$
----------------------	----

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

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jennifer Cork, Parks and Recreation Business Manager
Date: July 2, 2026
Re: Parks and Recreation Seeks Council Approval to Return Walton Family Foundation Grant Funds

In 2020, The Walton Family Foundation awarded \$410,703 in grant funds to Parks and Recreation for the creation of a Bike and Pedestrian Planner and to design and implement a bike share / mobility program. The bike share implementation portion was \$100,000. During Crystal Bridges Expansion, WM Home Office and I-49 construction, the trail network was disrupted, and the bike share concept was paused. Since this pause, bike share solutions have changed significantly; the department will revisit the program in the future.

Parks and Recreation seeks City Council approval to return funds in the amount of \$100,000 to The Walton Family Foundation.

If you have questions concerning this item, please email me at jennifer.cork@bentonville.ar.gov or call 479.418.0760.

WALTON FAMILY
F O U N D A T I O N



November 25, 2020

Stephanie Orman
City of Bentonville
117 West Central Boulevard
Bentonville, AR 72712

RE: Grant 00102142

Dear Stephanie,

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 K-12 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 \$410,703.00 to hire a staff member to serve as the Bicycle and Pedestrian Planner, dedicated to implementation of the Connecting Bentonville Master Plan, design and management of capital projects, and management of shared mobility services. The grant funds are subject to the terms attached, and you should receive the funds within 14 days. If you have any questions, please contact HomeRegion@wffmail.com and reference Grant 00102142.

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:
4E5797CFBB26445...
Caryl M. Stern
Executive Director

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80206

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

Grant Agreement

November 25, 2020

Grant 00102142

The Walton Family Foundation, Inc. ("WFF" or "Foundation") has approved a grant in the amount of \$410,703.00 to City of Bentonville ("Grantee"). The project term will be December 01, 2020 to December 01, 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to hire a staff member to serve as the Bicycle and Pedestrian Planner, dedicated to implementation of the Connecting Bentonville Master Plan, design and management of capital projects, and management of shared mobility services. This grant is more fully described in Grantee's proposal dated March 18, 2020. 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: \$410,703.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$219,958.00	Upon completion of a signed grant agreement	December 03, 2020
2	\$102,523.00	Upon approval of grant activities and reports	December 01, 2021
3	\$88,222.00	Upon approval of grant activities and reports	December 01, 2022

3. **Payable:** Initial installment of \$219,958.00 shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive grant funds electronically within 14 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 paragraph 5 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 paragraph 5 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).

	Type	Scheduled Date
1	Progress Report	November 15, 2021
2	Financial Report	November 15, 2021
3	Progress Report	November 15, 2022
4	Financial Report	November 15, 2022
5	Final Report	November 01, 2023
6	Financial Report	November 01, 2023

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

All reports will be sent electronically to HomeRegion@wffmail.com. Please reference Grant 00102142 on all reports submitted.

Grant 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.
7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:
 - (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; or
 - (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.
8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.
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 paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

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 00102142 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 agreement is not completed by December 03, 2020 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:
4E5797CFBB26445...
Caryl M. Stern
Executive Director

City of Bentonville

By:
B79D2F448D8B47F...
Stephanie Orman
Mayor

Appendix A: City of Bentonville**Performance Measures**

Goal: Creation of Public Mobility Program including Bike and Scooter Share			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will select qualified vendor(s) to distribute at least 100 total shared bikes and scooters in Downtown Bentonville.	12/31/2022	Program records
Output	The City of Bentonville and partners will create and implement a marketing plan to promote the shared mobility program for citizens, potential customers and tourists.	03/31/2022	Marketing Material
Outcome	At least 75% of downtown visitors will indicate that the addition of shared bikes/scooters has improved their experience in downtown.	03/31/2023	Customer Satisfaction Survey
Output	The City of Bentonville will engage at least four organizations within the community to determine number of shared bikes/scooters, ideal locations for docking stations, to test and revise program deliverables, and serve as an advisory group from launch through the grant period.	08/01/2021	Regular reporting from advisory group meetings.
Outcome	The vehicles in the shared bike/scooter program will see an average daily use of 1.5 trips per day per vehicle. The total annual trips baseline will be established in year 1 and growth tracked annually.	03/31/2023	Regular data provided by the vendor(s)
Goal: The City will create a Cycling and Pedestrian Coordinator position to implement the Connecting Bentonville Plan, provide a point of contact for cycling-related infrastructure and activities, and increase awareness for cycling opportunities and the safety of all citizens.			
Outputs And Outcomes			
Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will hire a qualified, full-time "Cycling and Pedestrian Coordinator" staff position with a background in cycling/pedestrian activities or facility design, promotion of or participation in cycling events, and experience in a public-facing role.	09/01/2021	Confirmation of employment
Output	The Cycling and Pedestrian Coordinator will work with partners and planners to design and/or construct at least five miles of new multi-use paved trail.	12/01/2022	Plans or Construction documentation
Output	The Cycling and Pedestrian Coordinator will work with partners and planners to identify at least five new miles of on-street bike facilities to prioritize for design and/or construction.	12/01/2022	Plans or Construction documentation
Outcome	The City will secure funding for the design and/or construction of all five miles of new multi-use paved trail identified by the Cycling and Pedestrian Coordinator.	12/01/2023	Funding confirmation, by project
Outcome	The City will secure funding for the design and/or construction of all five miles of on-street bike and pedestrian facilities identified by the Cycling and Pedestrian Coordinator.	12/01/2023	Funding confirmation, by project
Output	The City will host or facilitate at least twelve (12) cycling-related programs or events and will develop marketing/publicity materials to promote them and increase participation.	12/01/2023	Program Evaluations and Reports
Outcome	The number of participants in city-hosted cycling events will grow by 5% per year (beginning in year 2). The 2019 baseline for cycling-related events is 4000 participants per year.	12/01/2023	Program records

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CLOSEOUT OF A WALTON FAMILY FOUNDATION GRANT; REFUNDING ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); AND FOR OTHER PURPOSES.

WHEREAS, closing out the Walton Family Foundation grant requires a refund of one hundred thousand dollars (\$100,000.00) of unused grant funds;

WHEREAS, the unused portion of this grant was to fund a bike share project which has been paused with the influx of large development; and

WHEREAS, a budget adjustment is needed.

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

Section 1: Repayment in the amount of one hundred thousand dollars (\$100,000.00), to the Walton Family Foundation, is authorized to close out this grant;

Section 2: The 2026 budget is hereby adjusted to allocate one hundred thousand dollars (\$100,000.00) from General Fund into Account #105030-42830 – Miscellaneous Expense;

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 _____, 2026.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

MALORIE MARRS, CITY CLERK