



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, December 7, 2021 – 11:00 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: November 9, 2021

New Business

1. Change Order for UFS COS Study – Travis Matlock, PE (pages 2-4)
2. Change Order for Ampirical OH design – Travis Matlock, PE (pages 5-15)
3. Wal-Mart Agreement – Addendum #5 – Travis Matlock, PE (pages 16-22)
4. Budget Adjustment – Ampirical OH design – Travis Matlock, PE (pages 23-24)
5. Sewer Rate Study Presentation – Raftelis – Mike Bender, PE (pages 25)
6. Credit Card Use Budget Adjustment – Gary Wilson (pages 26-28)
7. Resolution – Use of bonds to reimburse Utility Fund- Jake Harper (pages 29)
8. Budget Adjustment – Payment of SWEPCO February bill – Jake Harper (pages 30-31)
9. 2022 Meeting Schedule Vote
10. Adjournment



Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Change Order to the agreement with UFS for the 2020 Cost of Service Study for \$10,708.75.					

Estimated Cost	\$10,708.75
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funds are available within Engineering account.	



MEMORANDUM

DATE: December 14, 2021

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

RE: Change Order to UFS COS Study Agreement

City of Bentonville staff seeks approval of the change order to the Cost of Service Study agreement with Utility Financial Solutions, Inc. (UFS) for \$10,708.75.

In 2020, UFS services were retained to perform a cost of service study (rate study) for the Bentonville Electric Utility Dept. UFS was in the process of finalizing the presentation and report in January of 2021 to be presented to the City for approval. When the winter storm hit in February 2021, Bentonville made the decision to pause the study until the full impacts of the storm were made clear. Once the full impacts were realized, UFS had to examine how the electric rates would need to be modified to account for the storm. This involved re-evaluating the initial proposed rates, usage of reserves, and the possibility of obtaining a utility bond in order to pay for the "storm costs".

UFS performed all the required analysis and presented a proposed rate to the Utility Board and City Council during the September/October time frame, and was voted for approval on October 12, 2021.

There is sufficient funds in the Electric Dept. "Engineering Services" account to cover the change order.



Proposed Professional Services Agreement

Payment will be made through submission of invoice which itemizes the work performed.

Existing Approved Amount:	\$44,500.00
Additional Electric Analysis:	\$10,708.75

Hourly Rates (travel is discounted at 50%)

Mark Beauchamp	\$ 320.00
Dawn Lund	\$ 275.00
Dan Kasbohm	\$ 245.00
Mike Johnson	\$ 245.00
Chris Lund	\$ 210.00
Joan Bakenhus	\$ 145.00
Support Staff	\$ 115.00 – 135.00

Work Items:

- Update Financial Projection and Cost of Service studies with year-end 2020 financial and billing data
- Sensitivity analysis on bonding for Winter Storm Cost and effect on rates
- City Services Analysis
- Meetings related to the above deliverables

Deliverables Pricing

Work hours will be billed at the hourly rates listed on this page.

We look forward to exceeding your expectations. Please sign, date, and return to clund@ufsweb.com at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Beauchamp", written over a horizontal line.

Mark Beauchamp, CPA, MBA, CMA
President, Utility Financial Solutions, LLC

Date:

Accepted By:

City of Bentonville



Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☒ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Change Order to the Ampirical agreement to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for \$312,934.00. This cost will be covered by Wal-Mart.					

Estimated Cost	\$312,934.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Wal-Mart will pay for the engineering costs.	



MEMORANDUM

DATE: December 14, 2021

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: Change Order and WMT Agreement for the
Engineering For Electric Upgrades for the WMT
Campus**

Electric Dept. staff recommends approval of the change order to the Ampirical engineering agreement for \$312,934.00 for the design of the OH electric relocation along SE "J" St. and SE 14th St. due to the Wal-Mart Global Campus.

Staff also recommends entering into an agreement with Wal-Mart (Addendum #5) stating that Wal-Mart will cover the cost of the engineering for this relocation. When the design reaches the 60% stage, an engineer's cost estimate for construction will be prepared and reviewed by both parties. At that time, a new agreement for Wal-Mart to cover the cost of construction will be entered into, similar to the previous agreements.



CHANGE ORDER

BEUD
WMT T-Line/Substation Relocation

Doc. No.:	20081-BEUD-CO-PM-003
Project No.:	20081.14
Client Contract #	TBD
Rev. No./Date:	0 11/3/2021
Issue for:	Approval
File Loc.:	

City of Bentonville

Stephanie Orman

Mayor

To:

305 SW "A" Street

Bentonville, AR 72712

Phone: (479) 271-5941

Existing Contract No:**Date of Existing Contract:**

8/11/2020

Description of Change:

Provide engineering, project management, and project controls support for the 14th Street Overhead Relocation project as outlined in Ampirical proposal letter dated October 27, 2021.

Time Effect on Schedule

New Work Scope

Estimated Change Costs:**Project No. Phase Total**

14th Street Overhead Relocation - Engineering

20081.14

\$312,934.00

Total Cost Change:**\$312,934.00****Attachments:**

- 1) 14th Street Overhead Relocation Proposal Letter (dated October 27, 2021)
- 2) Exhibit A - Ampirical 2021 Rate Sheet
- 3) Exhibit B - 14th Street Overhead Relocation Deliverable Matrix
- 4) Exhibit C - 14th Street Overhead Relocation Preliminary Exhibit

WE AGREE hereby to make the change(s) specified above at this price**\$312,934.00**

Date:

PREVIOUS CONTRACT AMOUNT**\$2,943,769.00**

Authorized Signature (Ampirical)

NEW CONTRACT TOTAL**\$3,256,703.00**

ACCEPTED - The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of Acceptance:**Signature:**

{Name, Title} Client Authorizing Agent

1654 Ochsner Boulevard, Covington, LA 70433 Phone (985) 809-5240 Fax (985) 809-5250

2021 ENGINEERING RATES

<u>Classification</u>	<u>Hourly Rate</u>
Principal Engineer	\$241.00
Director	\$196.00
Design Manager	\$187.00
Staff Engineer	\$189.00
Sr. Project Manager	\$187.00
Program Manager	\$199.00
Project Manager II	\$157.00
Project Manager I	\$134.00
Construction Manager	\$167.00
Project Controls Specialist	\$157.00
Sr. Safety Consultant	\$159.00
Safety Consultant	\$121.00
Lead Engineer	\$178.00
Senior Engineer	\$165.00
Engineer III	\$139.00
Engineer II	\$126.00
Engineer I	\$114.00
Sr. Technical Specialist	\$167.00
Technical Specialist	\$157.00
Senior Designer	\$134.00
Designer	\$108.00
Senior Drafter	\$87.00
Drafter	\$70.00
Document Specialist	\$89.00
Lead Procurement Specialist	\$116.00
Procurement Specialist	\$102.00
Project Support Specialist	\$62.00
Clerk	\$58.00

Future Rates

Escalation of 1% annually shall apply to all rates for years beyond that shown above.

Billing

The above rates include direct labor plus *all* other components, such as payroll taxes, benefits, insurance, worker's compensation, overhead, and profit. Therefore, the total amount billed will be the straight time hours worked multiplied by the above numbers.

Overtime

Overtime rates are the above hourly wages multiplied by 1.5. These rates begin as soon as 10 hours per day or 40 hours per week are exceeded or for any work on holidays and weekends.

Subcontractors

If any subcontracting is necessary, these services will be invoiced at cost plus 9%.

Other Charges

Travel Expenses	- Travel time shall be billed at straight time not to exceed 8 hours - Cost of travel expenses (Airfare, Car Rental/Fuel, Lodging, Meals, etc.) shall be billed at cost - Company/Personal Car mileage shall be reimbursed at the current standard IRS Rate	
Drawing Reproduction Services	Letter or Legal B&W: \$0.08 per copy Letter or Legal Color: \$0.39 per copy Tabloid (11x17) B&W: \$0.292 per copy Tabloid (11x17) Color: \$2.92 per copy Large Format B&W: \$0.225 per sq.ft. Large Format Color: \$2.25 per sq.ft.	
Material	Cost plus 9%	
Equipment	Cost plus 9%	



ENGINEERING DELIVERABLE
MATRIX
BENTONVILLE ELECTRIC
UTILITY DEPARTMENT

Doc. No.:	XXXXX-AMP-DM-001
Project No.:	XXXXX
Rev. No./Date:	1 9/14/2020
Issue for:	Information
Page:	Page 1 of 4

ENGINEERING DELIVERABLE MATRIX

FOR

Bentonville Electric Utility Department
14th Street OH Relocation

AMPIRICAL PROJECT NO.: XXXXX

Revisions

Rev	Date	Issue Purpose
0		Issue for Review

	ENGINEERING DELIVERABLE MATRIX BENTONVILLE ELECTRIC UTILITY DEPARTMENT		Doc. No.:	XXXXX-AMP-DM-001
			Project No.:	XXXXX
			Rev. No./Date:	1 9/14/2020
			Issue for:	Information
			Page:	Page 2 of 4

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	ENGINEERING DELIVERABLE MATRIX BENTONVILLE ELECTRIC UTILITY DEPARTMENT		Doc. No.:	XXXXX-AMP-DM-001
			Project No.:	XXXXX
			Rev. No./Date:	1 9/14/2020
			Issue for:	Information
			Page:	Page 3 of 4

1. Deliverable Stage Descriptions

1.1. Issue for Review - IFR (30% Design)

- Engineering package issued to provide initial high-level details for concurrence such as:
 - Transmission line routing
 - Pole staking
 - Major equipment technical specifications and data (including manufacturer exceptions and exclusions)
- Overhead Transmission and Distribution 30% Design shall identify line routing and pole and equipment locations along route. Routing, pole, and equipment locations and quantities shall not change after incorporating client's 30% design comments into the 60% design package.
- Client shall have 10 working days to review the IFR (30% Design) Package and provide comments.
- Client comments and design concurrence shall be incorporated in the IFA (60% Design) Package.

1.2. Issue for Approval - IFA (60% Design)

- Complete engineering package issued for client review and approval.
- Package shall include drawings provided in IFA (30% Design) Package.
- Package shall incorporate agreed upon comments from IFA (30% Design) Package.
- Package shall contain all engineering design components needed for construction including but not limited to:
 - Design calculations
 - Vendor prints
 - Material specifications
 - Plan and profile drawings
 - Phasing diagrams
 - Plan views
 - Elevations
- Client shall have 10 working days to review the IFA (60% Design) Package and provide comments.
- Client comments and design concurrence shall be incorporated in the IFC (95% Design) Package.

1.3. IFC (95% Design) Package

- Complete engineering package incorporating agreed upon comments from IFA (60% Design) Package.

	ENGINEERING DELIVERABLE MATRIX BENTONVILLE ELECTRIC UTILITY DEPARTMENT	Doc. No.:	XXXXX-AMP-DM-001
		Project No.:	XXXXX
		Rev. No./Date:	1 9/14/2020
		Issue for:	Information
		Page:	Page 4 of 4

Package shall be of high enough quality to be issued to construction contractors to initiate construction.

- Client shall have 10 working days to review the IFC (95% Design) Package to ensure agreed upon comments from IFA (60% Design) Package have been properly incorporated.

1.4. As-Built Package

- As-Built Packages shall incorporate field mark-ups and serve as project record drawings.
- Construction manager shall notify engineering of major field design changes prior to implementation to maintain design integrity.
- As-Built Packages shall be submitted to the client within 3 months of construction completion.
- Client shall have 10 working days to review As-Built Packages.

2. Deliverable Matrices

2.1. Overhead Transmission Package

ITEM NO.	LINE ITEM	IFR (30% Design) Package	IFA (60% Design) Package	IFC (95% Design) Package
1	PLS-CADD Model	☐	☒	☒
2	Staking Sheets	☒	☒	☒
3	Structure Designs	☐	☒	☒
4	Foundation Calculations	☐	☒	☒
5	Structure Shop Drawings	☐	☐	☐
6	Plan & Profile Drawings • Identify Pole Locations • Identify Transmission Line Routing	☒	☒	☒
7	Phasing Diagrams	☐	☒	☒
8	Vendor Drawings	☐	☒	☒
9	Bill of Materials	☐	☒	☒



Bentonville Electric Utility Department

Ampirical Project: TBD
October 27, 2021

Subject: 14th Street Overhead Distribution Design

Dear Mr. Matlock,

As requested, Ampirical has prepared the estimate below to provide engineering and project management services associated with the 14th Street Overhead Relocation project.

SCOPE DESCRIPTION:

- Provide engineering, project management, and project controls support to:
 - o Procure LiDAR, Level A & B SUE Surveys, and Soil Borings required to complete design.
 - o Complete 30%, 60%, 95%, and IFC Designs per 14th Street OH Relocation Deliverable Matrix.
 - o Provide procurement and construction estimate for installations associated with the design after BEUD has provided 60% Design Comments.

ESTIMATE OVERVIEW:

Ampirical Solutions, LLC shall perform the above scope of work for the Lump Sum cost of **\$312,934**.

<u>Description</u>	<u>Cost</u>
Surveys (LiDAR, Level B SUE Survey, Soil Borings)	\$ 70,000.00
Level A SUE Survey (Cost accounts for completing Level A SUE Survey at 12 pole locations)	\$ 30,000.00
Engineering - Design	\$ 180,000.00
SWPPP Development	\$ 5,000.00
M&A (PM, Procurement, Project Controls)	\$ 27,934.00
TOTAL:	<u>\$ 312,934.00</u>

SCHEDULE OVERVIEW:

The estimated durations for each design phase are outlined below.

<u>DESIGN PHASE</u>	<u>DURATION</u>
<i>SURVEY: LIDAR, LEVEL B SUE SURVEY, AND GEOTECHNICAL REPORTING</i>	4 WEEKS
<i>30% DESIGN</i>	6 WEEKS (STARTS FROM RECEIPT OF LIDAR, LEVEL B SUE SURVEY, AND GEOTECHNICAL REPORTS)



<u>DESIGN PHASE</u>	<u>DURATION</u>
60% DESIGN	6 WEEKS
PROCUREMENT & CONSTRUCTION ESTIMATE	3 WEEKS
95% DESIGN	2 WEEKS
IFC DESIGN	2 WEEKS

CLARIFICATIONS/ASSUMPTIONS:

- 1) Wal-Mart's engineering/survey contractors will provide appropriate base files to complete the overhead relocation design.
- 2) Deviations from the project deliverable matrix Exhibit B can result in schedule and/or cost changes.
- 3) Underground transmission or distribution design is not included in this proposal.
- 4) Preliminary route and pole locations have been provided to BEUD and Wal-Mart in Exhibit C and serve as the basis for this proposal. Deviations from this exhibit can result in schedule and/or cost changes.

EXHIBITS:

- A – Ampirical 2021 Rate Sheet
- B – 14th Street Overhead Relocation Deliverable Matrix
- C – 14th Street Overhead Relocation Preliminary Exhibit

Ampirical appreciates the opportunity to work with Bentonville Electric Utility Department on its 14 Street Overhead Relocation Project, and we look forward to continuing to develop and execute this project to completion.

If you have any questions or comments, feel free to contact me.

Thank you again for the opportunity to support BEUD and the City of Bentonville.

Best Regards,

A handwritten signature in black ink, appearing to read "Scott Curry", with a stylized flourish at the end.

Scott Curry
AMPIRICAL
Project Manager
scurry@ampirical.com



Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution authorizing the Mayor and City Clerk to enter into a agreement (Addendum #5) with Wal-Mart to perform engineering for the OH electric upgrades on SE "J" St. and SE 14th St. required for the WMT Campus Development for \$312,934.00. This will be paid for by the Wal-Mart.					

Estimated Cost	\$312,934.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Wal-Mart will pay for the engineering costs.	



ADDENDUM 5
TO
MASTER DEVELOPMENT AGREEMENT
GLOBAL HOME OFFICE PROJECT

SE 14TH AND SE “J” OVERHEAD ELECTRIC RELOCATION AGREEMENT FOR GLOBAL HOME OFFICE

This SE 14TH AND SE “J” OVERHEAD ELECTRIC RELOCATION AGREEMENT FOR GLOBAL HOME OFFICE (this “Addendum 5”) is made as of the ____ day of _____, 2020 (the “Effective Date”), by and between the CITY OF BENTONVILLE, ARKANSAS, with offices at 117 West Central, Bentonville, Arkansas 72712 (“City”) and WALMART INC., a Delaware corporation, with offices at 2001 SE 10th Street, Bentonville, Arkansas 72716 (“Walmart”). City and Walmart shall collectively be referred to herein as the “Parties.”

W I T N E S S E T H

WHEREAS, Walmart and the City are parties to that certain Master Development Agreement-Global Home Office Project, dated July 14th, 2020 (“Master Development Agreement”), and pursuant to Section 1 of the Master Development Agreement this Addendum 5 is incorporated into the Master Development Agreement as an Addendum (as defined therein) for all purposes. Unless expressly set forth herein, the terms of the Master Development Agreement shall control;

WHEREAS, Walmart is the owner of certain property in the City of Bentonville, County of Benton, State of Arkansas, the location of which is generally identified in the Walmart Global Home Office Project (the “Campus”);

WHEREAS, City is the owner of certain property (the “Overhead Line”) in the City of Bentonville, County of Benton, State of Arkansas, upon which the City currently provides electric distribution services to the rate payers of Bentonville;

WHEREAS, City and Walmart desire the SE 14th St. and SE “J” St., including the intersection, to be widened and improved due to the development of the Campus;

WHEREAS, City and Walmart desire Overhead Line to be designed to be relocated as to provide adequate room for the improvements to be constructed by Walmart and the work described on Exhibit “A” attached hereto, (the “City Work”);

WHEREAS, City and Walmart desire to cause the City to engage Ampirical (as defined herein) in connection with the City Work; and

WHEREAS, the Parties desire to enter into this Addendum 5 to set forth their mutual responsibilities and obligations.

NOW, THEREFORE, for and in consideration of the mutual exchange of the covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Engineer Services Agreement. Within five (5) days following the Effective Date, the City shall engage Ampirical Solutions, L.L.C. ("Ampirical") pursuant to that certain Change Order to the Agreement Between Owner and Engineer (On the Basis of a Stipulated Price)(Project: WMT Substation/T-Line Relocation)("Change Order") for engineering design regarding the City Work on a fixed price basis (collectively the costs of City Work under the Engineer Services Agreement, the "Engineering Costs").

2. Payment of Engineering Costs. Within thirty (30) days of the City signing the Change Order Walmart shall pay to the City the Maximum Amount. Walmart's maximum aggregate reimbursement payments to City for Engineering Costs under the Engineer Services Agreement shall not exceed \$312,934 ("Maximum Amount"). The City shall enforce the Engineer Services Agreement pursuant to the terms therein, and not default, amend, alter or request a Change Order without the prior written consent of Walmart. In the event Walmart approves a Change Order which reduces the costs to the City under the Engineer Services Agreement, the Maximum Amount under this Section 2 shall be reduced by an amount equal to the amount of such reduction of costs under the Engineer Services Agreement. If requested by Walmart, the City shall exercise the termination right set forth in Article 14 of the Terms and Conditions of the Engineer Services Agreement. The Parties hereby expressly agree that the Walmart payments shall not be used for any other costs and expenses other than the Engineering Costs for the City Work.

3. Compliance by City. City shall cause such action necessary and required to be taken to be in full compliance and meet all requirements set forth in applicable codes, laws, and ordinances, including, without limitation, those required by city, county, state, and federal governmental authorities.

4. Performance by City. Notwithstanding anything herein contained to the contrary, if in the reasonable opinion of Walmart, City has not commenced or is not proceeding with due diligence to perform its obligations hereunder in a workmanlike manner according to the provisions of this Addendum 5, then Walmart shall notify City in writing, in accordance with this Addendum 5, of such default, specifying the nature and circumstances of the default with particularity. If City shall continue to be in default under any of the provisions of this paragraph for sixty (60) days, or in the event that such default may not be reasonably cured within sixty (60) days, such additional time as is necessary to cure such default, or if City has failed to proceed with due diligence to cure such default, then Walmart shall have the right at its sole election and upon twenty-one (21) days advance written notice to City, to terminate this Addendum 5 as provided herein and City shall refund to Walmart an amount equal to the Walmart payments to the City as of the date of such termination, or pursue all such other rights or remedies at law.

5. No Implied Obligation. It is expressly agreed that nothing contained in this Addendum 5 shall be construed to contain a covenant, either expressed or implied, to either commence the construction of a building or the operation of a business or thereafter continuously operate a business on the Walmart Property.

6. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, return receipt requested and postage prepaid, or reputable overnight delivery service with proof of delivery, addressed as follows:

If to City: Travis Matlock, PE
Engineering Director
City of Bentonville
608 SE 3rd Street
Bentonville, Arkansas 72712

With a copy to: Camille Thompson
City Attorney
City of Bentonville
117 West Central
Bentonville, Arkansas 72712

If to Walmart: Walmart Stores, Inc.
2001 S.E. 10th Street
Bentonville, Arkansas 72716
Attn: Josh Tuberville

With a copy to: Kutak Rock, LLP
5111 W JB Hunt Drive, Suite 300
Rogers, Arkansas 72758
Attn: Terry W. Pool

Notice shall be deemed to have been given upon receipt. Refusal of delivery for any reason shall be deemed receipt.

7. Modification. No modification of this Addendum 5 shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

8. No Partnership. This Addendum 5 does not create any obligation or relationship such as a partnership, joint venture, or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to “partners” or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written addendum specifically detailing the rights, liabilities, and obligations of the parties as to a new, specifically defined legal relationship.

9. Binding. It is mutually understood and specifically agreed that this Addendum 5 is binding upon the respective heirs, successors, administrators, executors, and assigns of the parties hereto.

10. Choice of Law; Forum. This Addendum 5 shall be interpreted and construed in accordance with the laws of the State of Arkansas, and any dispute with respect to it and the rights and duties thereby created shall be litigated in U.S. District Court for the Western District of the State of Arkansas.

11. Entire Agreement. This Addendum 5, including the above Recitals which are incorporated herein, and the Master Development Agreement contains the entire agreement of the parties, and all prior communications, oral or written, are without any force and effect as it is the specific intent of the parties that this Addendum 5 and the Master Development Agreement sets forth the terms on which the parties have mutually agreed. Each party specifically agrees that it enters into this Addendum 5 based on its own understanding of the terms hereof and does not rely, in whole or in part, on any interpretation or representation of the other party, except as provided in the Master Development Agreement. Each party agrees that this Addendum 5 is the result of good faith arm's length negotiations. The Master Development Agreement and this Addendum 5 supersedes any prior agreements between the parties concerning New Substation B or the New Substation B Property, and no oral statements, representations or prior written matter relating to the subject matter hereof, but not contained in the Master Development Agreement or this Addendum 5, shall have any force or effect. ANY REPRESENTATION OF WALMART'S AGENTS OR ANY THIRD PARTY WHICH IS NOT INCORPORATED IN THE MASTER DEVELOPMENT AGREEMENT OR THIS ADDENDUM 5 SHALL NOT BE BINDING UPON WALMART AND SHOULD BE CONSIDERED AS UNAUTHORIZED. This Addendum 5 shall not be amended or added to in any way except by written instruments executed by both Parties and their respective successors in interest.

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum 5 has been executed on the date above written.

CITY

CITY OF BENTONVILLE,
ARKANSAS

By: _____
Name: _____
Title: _____

WALMART

WALMART INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT "A"
City Work

In addition to such City Work described in the Addendum 5, the City Work shall include the following:

- The overhead electric line (and attachments) along SE "J" St., approximately 750' north of the intersection of SE "J" and SE 14th St., and approximately 450' south of the intersection will need to be relocated to allow for the SE "J" St. and the intersection to be improved to handle the increased traffic due to the Global Home Office Project.
- The overhead electric line (and attachments) along SE 14th St., approximately 350' west of the intersection of SE "J" and SE 14th St., extending to the intersection of SE 14th St. and SE Boeing Ave will need to be relocated to allow SE 14th St. to be improved to handle the increased traffic due to the Global Home Office Project.
- Relocation of any existing services currently being served from the overhead line.
- Street lighting will be attached to the relocated poles.



Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget adjustment to recognize \$312,934.00 from Wal-Mart to cover the engineering for the OH electric relocation on SE "J" St. and SE 14th St. with Ampirical.					

Estimated Cost	\$312,934.00
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Wal-Mart will cover the cost of the design.	





Budget Adjustment Request

Date of City Council Meeting	12/14/2021
Department	Electric
Submitted by	Travis Matlock, PE
Phone	479-271-5941

Purpose of Budget Adjustment *(Enter purpose in space below):*

Budget adjustment to recognize \$312,934.00 from Wal-Mart to pay for the engineering required for the relocation of the OH electric line along SE "J" St. and SE 14th St. due to the construction of the Wal-Mart Global Campus.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	43410	Billed Services	\$ 312,934.00	
503010	43210	Legal & Professional Services		\$ 312,934.00
		Totals	\$ 312,934.00	\$ 312,934.00
		Net Impact on Fund Balance	\$ -	

*Final Account Number will be determined by Accounting Department after approval and purchase



www.bentonvillear.com

PLEASE RECYCLE





Agenda Item Form

Date of Utility Board Meeting	12/7/2021
Department	Water Utilities (Wastewater)
Submitted by	Mike Bender
Phone	(479) 271-6873

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Presentation - Raftelis will walk the Utility Board through the process of the sewer rate study including an overview of cost of service analysis, rate design process, and financial planning for the wastewater utility. In addition, the presentation will include a values/pricing objectives workshop to provide guidance for the study. This is the first engagement with the Utility Board and is not a presentation of final recommended rates.					

Estimated Cost	
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	479-271-3100

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Budget Adjustment related to Professional Services Other related to increased credit card processing costs.					

Estimated Cost	93500
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Funded through Utility Fund Reserves	





Budget Adjustment Request

Date of City Council Meeting	12/14/2021
Department	Utility Billing and Collections
Submitted by	Gary Wilson
Phone	479-271-3100

Purpose of Budget Adjustment <i>(Enter purpose in space below):</i>
Budget Adjustment related to Professional Services Other related to increased credit card processing costs.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503530	43410	Professional Services/ Other		\$ 93,500.00
		Totals	\$ -	\$ 93,500.00
		Net Impact on Fund Balance	\$ (93,500.00)	
*Final Account Number will be determined by Accounting Department after approval and purchase				



City of Bentonville

Memorandum

To: City Council, Mayor Orman

Through: Utility Board

From: Gary Wilson

Date: December 1, 2021

The Utility Billing and Collections Department is requesting a Budget Adjustment to account for increased credit card fees for utility payments. Credit card use has been increasing for some time and the COVID-19 pandemic accelerated changes to customer habits. This change in volume of credit card use has exhausted the funds available for the fees in the current 2021 budget year.

Prior to the pandemic in 2019, we saw credit cards use of between \$2.3 million to \$3.39 million per month. In 2020, that had increased to between \$2.7 million to \$3.99 million per month. This year it has further increased to between \$3.0 million to \$4.8 million per month.

We are requesting an adjustment to increase the Professional Services/Other account by an additional \$93,500 to fund credit card processing through the end of the year.



Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Finance/Electric
Submitted by	Jake Harper
Phone	479-271-6781

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approval of a resolution that allows the City of Bentonville to be reimbursed via a future bond sale for the payment of the February 2021 Winter Storm Costs.					

Estimated Cost	\$
Is this Item Budgeted?	☐ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	





Agenda Item Form

Date of City Council Meeting	12/14/2021
Department	Finance/Electric
Submitted by	Jake Harper
Phone	479-271-6781

Item Type: (Check Applicable Item Type)					
☒ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Approval of a Budget Adjustment to allow the City of Bentonville to pay the the February 2021 Winter Storm Costs. The City will pay this payment out of reserves with the intention of reimbursing reserves through a debt issuance in the 1st quarter of 2022.					

Estimated Cost	\$16,550,000
Is this Item Budgeted?	☐ Yes ☒ No
If no, please explain how item will be funded (briefly explain in space below) :	
Will be paid from Utility Fund Reserves.	





Budget Adjustment Request

Date of City Council Meeting	12/14/2021
Department	Finance/Electric
Submitted by	Jake Harper
Phone	479-271-6781

Purpose of Budget Adjustment *(Enter purpose in space below):*

Allow the City of Bentonville to pay the February 2021 Winter Storm Costs. The City will pay this payment out of reserves with the intention of reimbursing reserves through a debt issuance in the 1st quarter of 2022.

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	46110	Purchase of Power		\$ 16,550,000.00
		Totals	\$ -	\$ 16,550,000.00
		Net Impact on Fund Balance	\$ (16,550,000.00)	

*Final Account Number will be determined by Accounting Department after approval and purchase



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