



City of Bentonville
Bentonville Utility Board Meeting
Tuesday, March 7th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: February 21st, 2023

New Business

1. Invitation from Mayor Orman to State of the City Event
2. Resolution – MSA Electrical Engineering – Travis Matlock, PE (page 2-13)
3. Resolution - ANRC Signatory Authority – Mike Bender, PE (page 14-16)
4. ESource Presentation – Water Loss – Mike Bender, PE (page 17)
5. Adjournment



Agenda Item Form

Date of City Council Meeting	3/14/2023
Department	Electric
Submitted by	Traivs Matlock
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 to enter into an agreement with Ampirical Solution for on-call electric engineering services per the attached rate sheet. This firm was selected following the City's standard SOQ selection process for the procurement of professional services.					

Estimated Cost	
Is this Item Budgeted?	☒ Yes ☐ No
If no, please explain how item will be funded (briefly explain in space below) :	
2021 Bond Funds will be used for Bond Projects; BEUD 2023 budget will be used or non-bond, or budgeted projects.	



MEMORANDUM

DATE: March 14, 2023

TO: City Council, Mayor Orman

FROM: Travis Matlock, Electric Utility Director

**RE: On-Call Electric Engineering Services –
Ampirical Solutions**

Staff recommends entering into an agreement with Ampirical Solution for on-call electric engineering services. With the on-going Road and Drainage Bond projects, the fiber make-ready services, the typical development submittals, and BEUD capital infrastructures expansion, there are opportunities for an outside engineering firm to assist BEUD engineering with design. Ampirical was selected from the City's SOQ list and evaluated using the standard review sheets.

The Master Services Agreement will outline the requirements and the fees and services Ampirical will charge. BEUD will monitor the different projects and costs to ensure that it is not "open ended".

This is a 3-year agreement and will be used on an as-needed basis.



PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME: **ELECTRIC DESIGN ON-CALL SERVICES** ("PROJECT")

THIS AGREEMENT ("AGREEMENT") is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter referred to as "CITY", and _____, hereinafter referred to as "ENGINEER" (collectively, the "PARTIES").

The PARTIES have caused this AGREEMENT to be effective this ____ day of _____, 20____ ("EFFECTIVE DATE").

RECITALS:

- A. WHEREAS, the CITY has a need to perform electric improvement and design review related to Various Projects for the City of Bentonville, Arkansas; and
- B. WHEREAS, The CITY has selected the ENGINEER and negotiated this AGREEMENT using the procedures as set forth in Ark. Code Ann. § 19-11-800; and
- C. WHEREAS, the CITY wishes to contract for Professional Engineering Services; and
- D. WHEREAS, The ENGINEER has the skill, experience, ability, background, certifications and knowledge to provide these services; and
- E. WHEREAS, The ENGINEER wishes to perform such professional engineering services under this AGREEMENT with the CITY.

NOW, THEREFORE, in consideration of the terms in this AGREEMENT, the CITY and ENGINEER agree to the following:

ARTICLE I - PROJECT DESCRIPTION

The PROJECT shall be as described in APPENDIX A. "Basic Project Information", attached hereto and incorporated herein by reference.

ARTICLE II - TASKS REQUIRED

Upon issuance of a written Notice to Proceed by the CITY, ENGINEER agrees to provide the CITY the necessary professional services related to the PROJECT, as set forth in APPENDIX A, "Tasks Required of ENGINEER" ("TASKS"), attached hereto and incorporated herein by reference.

ARTICLE III - STANDARD OF CARE

ENGINEER shall at all times material hereto adhere to the generally accepted standard of care typically exhibited by similarly situated professionals performing similar scope(s) of service on projects of like size, scope, nature, cost, schedule, and complexity, at the same time and in the same general regional locale ("Standard of Care").

ARTICLE IV - ADDITIONAL SERVICES

- A. Any service outside of the work described herein or included by reference hereto must be pre-approved by the CITY and executed as an AMENDMENT to this AGREEMENT by the Parties prior to any such work being completed; any such AMENDMENT shall be in accordance with the CITY'S purchasing laws and guidelines and may require approval from the Bentonville City Council.
- B. ENGINEER shall make no claims for additional services or changes in the services until an AMENDMENT has been fully executed by the Parties.

ARTICLE V - SCHEDULE OF FEES, SERVICES AND PAYMENT

- A. The term of this AGREEMENT shall commence on the EFFECTIVE DATE and shall proceed on an as-needed basis in accordance with APPENDIX B, "Schedule of Fees and Services", attached hereto and incorporated herein by reference. The Term of this Agreement shall not exceed three (3) years without a formal EXTENSION agreed upon and signed by the PARTIES
- B. The cost of this AGREEMENT shall be in accordance with APPENDIX B. ENGINEER shall not perform any work hereunder unless a formal Notice to Proceed has been issued by the CITY and an estimated total cost for the individual work orders/assignments has been provided to and accepted by the CITY,
- C. CITY agrees to pay ENGINEER for all services authorized under this AGREEMENT which have been properly performed by ENGINEER in accordance with this AGREEMENT and with the applicable standard of care.
- D. All fees paid to ENGINEER shall be based on invoices submitted by ENGINEER for work performed and approved by the City under this AGREEMENT, less any previous payments. ENGINEER shall submit invoices for services related to this AGREEMENT on a monthly basis. Invoices shall reference the Work Order Number, along with any other required numbers (such as PIIP numbers) provided by the City and the Project Title. Invoicing shall be clear as to the work performed.
- E. CITY reserves the right to delay, without penalty, any partial payment when, in the opinion of the CITY, ENGINEER has not made satisfactory progress on the Project based on the TASKS. If CITY objects to any portion of an invoice, the CITY shall notify ENGINEER and shall pay all other portions of the invoice which

are not in dispute. In the event of dispute, CITY and ENGINEER shall immediately make every effort to settle the disputed portion of the invoice.

- F. In the event that the CITY becomes credibly informed that any representations of ENGINEER provided in its invoicing are wholly or partially inaccurate, CITY may withhold payment of sums then, or in the future, otherwise due to ENGINEER until the inaccuracy and the cause thereof is corrected to the CITY's reasonable satisfaction.
- G. If the CITY fails to make any payment, not in dispute, due to ENGINEER within thirty (30) days after receipt of an invoice, then the amount due to the ENGINEER will increase at the lesser of one percent (1 %) per month or the maximum amount allowed by law after the 30th day. In addition, ENGINEER may, after giving seven (7) days' written notice to CITY, suspend its services and any deliverables until ENGINEER has been paid in full for all amounts outstanding more than thirty (30) days.

ARTICLE VI - INSURANCE

A. ENGINEER shall during the term hereof maintain in full force and effect the following insurance:

- 1. A comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the ENGINEER's performance of services pursuant to this AGREEMENT with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death), and for property damage;
- 2. A policy of automobile liability insurance covering any vehicles owned and/or operated by ENGINEER, its officers, agents, and employees, and used in the performance of this AGREEMENT with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury and property damage;
- 3. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of ENGINEER's employees involved in the provision of services under this AGREEMENT with policy limit of not less than \$1,000,000.00; and
- 4. Professional Liability/Errors and Omissions coverage covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

- 1. Include CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability/Errors and Omissions coverage; and
- 2. provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance;
- 3. provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability/Errors and Omissions coverage.

C. ENGINEER shall provide 30 (thirty) day written notice to CITY of any material change of or to the insurance required herein.

D. All insurance companies providing the required insurance shall be authorized to transact business in Arkansas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing

the required insurance and all endorsements required by this Agreement shall be submitted prior to commencement of services.

- E. In the event that additional or greater insurance requirements are warranted, these requirements shall be included as an Appendix, which will be attached hereto and incorporated by reference.

ARTICLE VII - RIGHT OF ACCESS

- A. CITY will obtain and/or furnish right-of-access for ENGINEER to perform any required studies, surveys, tests or other necessary investigations in relation to the PROJECT.
- B. ENGINEER will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.
- C. CITY recognizes that ENGINEER's operations and use of equipment may unavoidably alter existing conditions or affect the environment at the PROJECT site. The cost of repairing such damage shall be the responsibility of ENGINEER, at no additional cost to the CITY. In the event that ENGINEER fails to correct such damages, CITY is entitled to utilize CITY forces or other labor to repair the damage; any costs incurred by CITY for such work shall be deducted from the monies due to ENGINEER.

ARTICLE VIII - RECORDS AND RETENTION

- A. All surveys, studies, proposals, applications, drawings, plans, specifications and other documents, including those in electronic form, prepared by ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees in connection with this AGREEMENT ("PROJECT DOCUMENTS") are intended for the use and benefit of CITY. ENGINEER and its ENGINEERS, subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the PROJECT DOCUMENTS. Notwithstanding anything to the contrary, CITY shall own, have, and retain all rights, title and interest in and to all PROJECT DOCUMENTS, whether in draft form or final form, which are produced at CITY's request or otherwise produced from ENGINEER's performance of the work described herein for CITY. The CITY's ownership of PROJECT DOCUMENTS shall not apply to ENGINEER's proprietary standard details that were developed by the ENGINEER prior to the commencement of this PROJECT.
- B. CITY shall have full authority to reuse, reproduce, publish, disclose and distribute PROJECT DOCUMENTS, as needed, according to Arkansas State Law.
- C. ENGINEER shall, upon completion of the services and full payment for the ENGINEER'S services by the CITY, or earlier termination and appropriate compensation as provided by this AGREEMENT, provide the CITY with all PROJECT DOCUMENTS prepared by ENGINEER pursuant to this AGREEMENT in formats requested by the CITY.
- D. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer programs, estimates, surveys, other data or work items, etc.) prepared under this AGREEMENT shall be submitted for approval to the CITY. All instruments of service shall be professionally sealed in accordance to applicable laws or at CITY's request.
- E. Acceptance and approval of the PROJECT DOCUMENTS by the CITY shall not constitute nor be deemed a release of the responsibility and liability of ENGINEER, its employees, associates, agents and ENGINEERS for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by ENGINEER, its employees, contractor, agents and ENGINEERS.

- F. ENGINEER will retain the PROJECT DOCUMENTS for a period of three years following project completion. During this three-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with ENGINEER's FEES.

ARTICLE IX - SAFETY

- A. CITY agrees to inform ENGINEER of any applicable site safety procedures and regulations known to CITY as well as any special safety concerns or dangerous conditions at the site of which the CITY is aware, which ENGINEER shall communicate to its employees. ENGINEER and its employees shall adhere to such procedures and regulations once notice has been given by the CITY.
- B. Unless specifically provided in the SCOPE, ENGINEER shall not have any responsibility for overall job safety at the site. If in the ENGINEER's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ENGINEER may immediately suspend performance until such safety standards can be attained.
- C. ENGINEER agrees to indemnify and hold harmless CITY for any third-party losses or damages arising from hazardous conditions caused by the fault or negligence of ENGINEER.

ARTICLE X - TERMINATION

- A. CITY may suspend or terminate this AGREEMENT for cause or without cause at any time by giving seven (7) days' written notice to ENGINEER. In the event suspension or termination is without cause, payment to ENGINEER, in accordance with the terms of this AGREEMENT, will be made on the basis of services reasonably determined by the CITY to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.
- B. Should the CITY require a modification of this AGREEMENT with the ENGINEER, and in the event the CITY and ENGINEER fail to agree upon a modification to this AGREEMENT, the CITY shall have the option of terminating this AGREEMENT and the ENGINEER's services hereunder at no additional cost other than the payment to ENGINEER, in accordance with the terms of this AGREEMENT, for the services reasonably determined by the CITY to be properly performed by ENGINEER prior to such termination date.
- C. If, for whatever adequate funding is not made available by CITY to support or justify continuation of the level of services to be provided by ENGINEER under this AGREEMENT, CITY may terminate or reduce the amount of services to be provided by ENGINEER under this AGREEMENT. In such event, CITY will notify ENGINEER in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.
- D. In no event shall the CITY pay to ENGINEER fees for termination outside of payment for services reasonably determined by the City to be properly performed prior to termination.
- E. In the event of termination, all work and materials provided to CITY or performed for CITY, and for which Engineer has received payment related to this Contract, which may otherwise be considered "Deliverables" shall be promptly sent to the CITY with all originally intended integrity at the time of termination (i.e. Plans which require being stamped and which are ready to be stamped shall be stamped prior to delivery to the City).

ARTICLE XI - INDEMNIFICATION

- A. For purposes of this AGREEMENT, ENGINEER agrees to indemnify, hold harmless the CITY, its officers and employees from any loss, damage, liability or expense, of any nature whatsoever to the extent caused by the negligence or willful misconduct of ENGINEER, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. ENGINEER is not required hereunder to defend the CITY, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the CITY's alleged negligence or willful misconduct.
- B. Nothing contained herein shall waive any governmental immunity CITY may be entitled to by law.
- C. This provision shall survive the termination of this AGREEMENT.

ARTICLE XII - CONTINGENCY CLAUSE

NOT IN USE

ARTICLE XIII - RELATIONSHIP OF THE PARTIES

It is understood and agreed by and between the parties that the ENGINEER, in satisfying the conditions of this AGREEMENT, is acting independently, and that the CITY assumes no responsibility or liabilities to any third party in connection with ENGINEER's actions. All services to be performed by the ENGINEER pursuant to this AGREEMENT shall be in the capacity of an Independent Contractor, and not as an agent or employee of CITY. The ENGINEER shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this AGREEMENT. There is no intended third-party beneficiary to the AGREEMENT and nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

ARTICLE XIV - DISPUTE RESOLUTION

- A. CITY and ENGINEER agree that disputes relative to the services will first be addressed by negotiations between the Parties. If direct negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for dispute may take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, ENGINEER will proceed with the services as per this AGREEMENT as if no dispute existed, and CITY will continue to make payment for ENGINEER's completed services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

ARTICLE XV - OPINIONS OF PROBABLE COST

NOT IN USE

ARTICLE XVI - APPLICABLE LAWS

ENGINEER shall comply with all Federal, State, Local laws, ordinances, resolutions, specifications, regulations and all other laws or regulations relating or applicable to service to be performed under this AGREEMENT. Interpretation of this AGREEMENT and disputes arising out of or related to this AGREEMENT will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this AGREEMENT will be in federal district court having jurisdiction over Benton County, Arkansas.

ARTICLE XVII - PRECEDENCE

This AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or any other like document regarding the PROJECT or ENGINEER's services.

ARTICLE XVIII - SEVERABILITY

- A. In the event that one or more provisions contained herein shall, for any reason, be deemed invalid, illegal, void or unenforceable, in whole or in part, the remaining provisions hereof shall remain in full force and effect.
- B. In the event that any provision hereof is in conflict with any statutory provision of the State of Arkansas, said provision, which may be in conflict therewith, shall be deemed inoperative, null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions; provided, however, that the remaining provisions of this AGREEMENT will be unaffected and will continue to be valid and enforceable.

ARTICLE XIX - SURVIVAL OF OBLIGATIONS

The obligations of the Parties contained in this AGREEMENT, which by their nature survive after the term of the AGREEMENT, shall survive the termination or expiration of this AGREEMENT and continue indefinitely or as otherwise provided by this AGREEMENT.

ARTICLE XIX – ENTIRE AGREEMENT

This AGREEMENT, including all documents and Appendices included by reference herein, constitutes the entire agreement between the PARTIES and supersedes all prior agreements, whether oral or written, covering the same subject matter. This AGREEMENT may not be modified or amended except in writing, mutually agreed upon and accepted by both PARTIES to this AGREEMENT.

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The cost of this AGREEMENT including all reimbursable expenses shall be described in the FEES AND SCHEDULE and shall not be changed unless otherwise approved by the CITY through an official AMENDMENT agreed and executed by CITY and ENGINEER.

IN WITNESS THEREOF, the CITY and ENGINEER have executed this AGREEMENT, the EFFECTIVE DATE of which is indicated on page 1 of this AGREEMENT.

CITY OF BENTONVILLE	AMPIRICAL SOLUTIONS, LLC
CITY	ENGINEER
BY	BY
MAYOR	
TITLE	TITLE
DATE SIGNED	DATE SIGNED

APPENDIX A

BASIC PROJECT INFORMATION:

- Perform both overhead and underground electric design services for the Various Projects currently approved via the City of Bentonville City Council.
- ENGINEER will coordinate with Bentonville Electric Utility Department (BEUD) for each project and the scope of the proposed relocation/extension.
- ENGINEER will prepare a cost estimate for design of each Project after the initial meeting of the Various Projects to be approved by the Bentonville Transportation Dept.
- PROFESSIONAL CONSULTANT will also coordinate with the Various Project Engineering firms that are assigned to the Various Projects.
- ENGINEER will assist with questions during the construction phase of the Various Projects.

TASKS REQUIRED OF PROFESSION CONSULTANT (NOT AN EXHAUSTIVE LIST):

Overhead design:

- Provide new alignment of poles to avoid conflicts with improvements (street/drainage, etc)
- Coordinate with existing and new underground utilities to ensure any new poles are not in conflict
- Provide pole loading analysis for all poles impacted in scope
- Provide sagging and stringing charts for any impacted sections of line
- Provide design of steel poles (direct embedded or concrete foundation) as needed per project. This includes foundation design for any concrete foundation poles.
- Provide detailed staking sheets that match BEUD standard (samples will be provided)
- Provide framing drawings for anything that doesn't match BEUD spec
- Coordinate movement of existing attachments on pole
- Provide detailed bill of material

Underground design

- Provide thermal ampacity calculations for any sections of main feeder
- Provide pulling calculations for wire installation as requested
- Coordinate location of any new conduit with other utilities (existing or new)
- Provide electrical one line (as needed) for complex UG relocations
- Provide detailed staking sheets that match BEUD standard (samples will be provided)
- Provide details plan and profile drawings for conduit installation
- Provide installation details for equipment based on specific site requirements.

SERVICES BY THE CITY

- Furnish required information and approvals and perform responsibilities and activities in a timely manner to facilitate orderly progress of the work.
- Provide criteria and information as to the requirements for the PROJECT, including design objectives and constraints, right-of-way, capacity and performance requirements, and any budgetary limitations.
- Furnish copies of design and construction standards that the CITY will require to be included in the drawings and specifications.
- Assist the ENGINEER by placing at their disposal all available information pertinent to the PROJECT, including previous reports and other data relative to design or construction of the PROJECT.
- Arrange for access to public and private property as required for the PROJECT.

- Obtain the necessary lands, easements and rights-of-way for the PROJECT.
- Reimburse all plan review, advertising costs, permits and approvals in connection with the PROJECT.
- Pay the ENGINEER in accordance with the terms of the AGREEMENT.

If the CITY observes or otherwise becomes aware of any fault or defect in the PROJECT, the CITY shall give prompt written notice thereof to the ENGINEER.

SERVICES BY THE ENGINEER

- Meet all requirements of the AGREEMENT including any AMENDMENTS.
- Produce all documents and services needed for the PROJECT as outlined in TASK list above.
- Project Management services for the entire life of the project that align with the Project Management Institute Project Management Book of Knowledge Latest Edition.
- All services provided by ENGINEER shall conform to Federal, State and Local regulations.
- Coordinate PROJECT with Franchise Utility Companies to assure adequate space for all facilities and timely relocations.
- Subcontracting of services by the ENGINEER shall have prior approval of the CITY.



Agenda Item Form

Date of City Council Meeting	3/14/2023
Department	Water Resource Recovery Facility
Submitted by	Mike Bender, Chris Earl
Phone	(479) 271-6873, (479) 271-3161

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☐ Informational	☐ Ordinance	☒ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Resolution - Staff is requesting approval of a resolution designating and authorizing the Mayor to execute certain documents in connection with funding administered by the Arkansas Natural Resource Commission associated with the Water Resource Recovery Facility Capital Improvement and Process Intensification Project.					

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



Memo



To: City Council, Mayor Orman

From: Mike Bender

CC:

Date: March 1, 2023

Re: ANRC Signatory Authority Resolution, WRRF Capital Improvement Plan and Process Intensification Project.

Resolution - Staff is requesting approval of a resolution designating and authorizing the Mayor to execute certain documents in connection with funding administered by the Arkansas Natural Resource Commission (ANRC). This resolution authorizes the Mayor to make application for financial assistance administered by the ANRC and to execute, when approved by City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time. This resolution also authorizes Chris Earl, Wastewater Resource Recovery Facility Manager, to execute, for and on behalf of the City, all other documents and certificates required as acting Manager of the System.

This application is for the Wastewater Resource Recovery Facility Capital Improvement Plan and Process Intensification Project which was presented to City Council in October 2022 as the result of the Feasibility Study to Address Capacity/Growth for Wastewater Treatment prepared and presented by Hawkins-Weir Engineers, Inc. This application is being prepared sooner in the project than staff would typically apply but is necessary to try to secure low interest rates currently available. Currently, this project qualifies for an interest rate of 2.25% if approved by ANRC. ANRC has announced they are going back to market in April to adjust interest rates. While we do not know what the result will be, it is anticipated that interest rates will significantly increase. If approved, the loan associated with this application does not have to close until April 2024. This gives the City time to better define the costs of the project and look for other funding options prior to committing to a loan from ANRC. This is not a final commitment. Actual funding documents will have to come before City Council for consideration. This is an opportunity to secure existing low rates. The application will be for a total of \$95,000,000.00 based on the estimate in the feasibility study mentioned above. If needed, the amount may be adjusted before closing. This amount was also included in the current wastewater rate study. Staff is currently working with Hawkins-Weir Engineers, Inc. on process modelling to fine tune the scope of the project.

Thank you for your consideration of this request.

Mike Bender



RESOLUTION NUMBER _____

A RESOLUTION DESIGNATING AND AUTHORIZING THE MAYOR
TO EXECUTE CERTAIN DOCUMENTS IN CONNECTION WITH
FUNDING ADMINISTERED BY THE
ARKANSAS NATURAL RESOURCES COMMISSION

WHEREAS, the City of Bentonville, Arkansas owns and operates a sanitary sewer collection system and wastewater treatment facility (the "System") in order to provide sanitary sewer service to meet the needs of the City and its inhabitants; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its inhabitants to apply for assistance from the Arkansas Natural Resources Commission (the "ANRC"), in order to make certain improvements to the System;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bentonville, Arkansas:

Section 1. That the Mayor of the City, as a Signatory Agent or the successor of said Agent, is hereby authorized and directed to make application for assistance administered by the ANRC and to execute, when approved by the City Council, a bond purchase agreement and instruments issued or made pursuant thereto on behalf of the City from time to time.

Section 2. That the Manager of the System, as a Signatory Agent or the successor of said Agent, is hereby authorized to execute, for and on behalf of the City, all other documents and certificates required.

PASSED: _____, 2023

APPROVED:

ATTEST:

Mayor

City Clerk



Agenda Item Form

Date of City Council Meeting	Utility Board - 3/07/2023; City Council - 3/14/2023
Department	Water Utilities
Submitted by	Mike Bender, Preston Newbill
Phone	(479) 271-6873, (479) 271-3140

Item Type: (Check Applicable Item Type)					
☐ Budget Adjustment	☐ Change Order	☒ Informational	☐ Ordinance	☐ Resolution	☐ Bid Award
Recommendation/Suggested Action (Enter recommendation in space below):					
Informational - Presentation of Final Report from ESource regarding AMI Metering Assessment and Water Audit.					

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

