



## **BENTONVILLE CITY COUNCIL AGENDA**

**Committee of the Whole  
Community Development  
Planning Commission Meeting Room**

**Tuesday, July 8, 2014 6:00 p.m.  
305 SW "A" Street**

**Regular City Council Meeting  
Community Development  
Planning Commission Meeting Room**

**Tuesday, July 8, 2014 6:00 p.m.  
305 SW "A" Street**

**Pledge of Allegiance  
Moment of Silence – For our Military Forces  
Roll Call  
Approval of Minutes: June 24, 2014**

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### **AGENDA**

1. City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of up to \$200,000.00 toward the construction of a 10' wide trail on the west side of North Walton Boulevard between Walmart Super Center and NW 13<sup>th</sup> Street.  
**(Pages 3-10)**
2. A resolution setting a public hearing for a street right of way vacation requested by Daniel Marley.  
**(Pages 11-13)**
3. Staff is seeking a resolution for the Mayor and City Clerk to amend the contract with Crafton, Tull & Associates, Inc. to add construction observation and bid services for sidewalk on S.E. 6th Street, between South Main and S.E. "E" Street. The additional cost will be paid with grant funds from CDBG and Endeavor Foundation.  
**(Pages 14-17)**
4. Bid Award to Diamond C Construction for the construction of sidewalks along SE 6th Street from Main St to SE E St. The low bidder was Diamond C Construction with a bid of \$132,384.28. The funding for the project is \$70,500.00 from the Endeavor Foundation and the balance from CDBG funds. This project includes an incentive of up to \$5,000.00. The project budget is therefore \$137,384.00.  
**(Pages 18-21)**
5. Northwest 2<sup>nd</sup> Street Improvement Project is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$58,836.70 less than the currently contracted amount of \$1,060,992.65.  
**(Pages 22-25)**

6. Reappointment of Joe Haynie to the Planning Commission for a 5 year term.  
(Term to expire on July 1, 2019) **(Pages 26-27)**
7. Staff recommends to the Mayor and City Council to adopt an ordinance revising the Bentonville Electric Utility Department Net Metering Ordinance.  
**(Pages 28-51)**
8. Parks and Recreation is seeking council approval of a budget adjustment in the amount of \$11,025.00 to recognize a donation from the Walton Family Foundation for the purchase and installation of 100 trees at Slaughter Pen Mountain Bike Park.  
**(Pages 52-56)**
9. Interview and selection of new Ward 2 Position 2 City Council member.  
**(Pages 57-69)**



| CHECK ALL THAT APPLY |                   |
|----------------------|-------------------|
|                      | Bid Award         |
| X                    | Budget Adjustment |
|                      | Change Order      |
|                      | Informational     |
|                      | Ordinance         |
|                      | Resolution        |
|                      | Other             |

## AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Shelli Kerr

Department

Community Development

Phone

271-6826

### ACTION REQUIRED:

City Council approval of a budget adjustment to recognize revenue awarded in the form of a grant from the Walton Family Foundation in the amount of up to \$200,000 toward the construction of a 10' wide trail on the west side of N. Walton Blvd. between Walmart Super Center and NW 13th St.

### COST TO CITY:

|                                                     |                                             |
|-----------------------------------------------------|---------------------------------------------|
| <input checked="" type="checkbox"/> One-time amount | <input type="checkbox"/> Continuing O and M |
| Cost of this Request:                               | \$569,153                                   |
| Additional Budget Amount                            | \$0                                         |

|                            |            |
|----------------------------|------------|
| Previously Budgeted        | \$ -       |
| Funds Expended to Date     | -          |
| Remaining Budget           | -          |
| Budget Adjustment          | 200,000    |
| Remaining After Adjustment | \$ 200,000 |

SK  
Department Head  
Date: 7/1/14

Purchasing Agent  
Date:

FD  
Finance Director  
Date: 7-1-14

CT  
Staff Attorney  
Date: 7/1/14

BoM  
Mayor  
Date: 7/1/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

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PLEASE RECYCLE



## BUDGET ADJUSTMENT REQUEST FORM

**Budget Adjustment #**  
(Assigned by Admin)

**Department:** Engineering

**Date of Request:** June 24, 2014

| Acct Number        | Account Name                      | Revenue + ( - ) | Expense + ( - ) | Fund Balance + ( - ) |
|--------------------|-----------------------------------|-----------------|-----------------|----------------------|
| 010-1630-370.10-00 | Contributions/Donations/General/  | \$200,000.00    |                 | \$ 200,000.00        |
| 010-1630-463-7390  | Improvements other than buildings |                 | \$994,956.00    | \$ (994,956.00)      |
| 010-1630-3381000   | Grant - NWARDP                    | \$ 225,803.00   |                 | \$ 225,803.00        |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    |                                   |                 |                 | \$ -                 |
|                    | <b>Totals</b>                     | \$ 425,803.00   | \$ 994,956.00   | \$ (569,153.00)      |

**Justification:**

A budget adjustment to accept a grant of up to \$200,000 from the Walton Family Foundation toward the construction of a 10' wide trail on the west side of N. Walton Blvd. between Walmart Supercenter and NW 13th Street.

FOR ACCTING USE ONLY

**Council Action:**            **Approved**    **Disapproved**    **Other** \_\_\_\_\_

Date: \_\_\_\_\_ Date entered: \_\_\_\_\_ By: \_\_\_\_\_

Revised 5/1/07

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**PLEASE RECYCLE**



# MEMO



**TO:** City Council  
**FROM:** Shelli Kerr, AICP, Planning Services Manager  
**DATE:** June 16, 2014  
**RE:** *Accept Grant from the Walton Family Foundation*

The North Walton Boulevard Corridor Enhancement Plan was adopted in February 2013. One of the primary concepts at the heart of this plan is to provide pedestrian facilities along the corridor.

City staff began to work on this implementation strategy and decided to start by constructing sidewalks on one side of the roadway. As talks began, the city was approached by the Walton Family Foundation about building a 10' wide trail that will connect to the trail on SW I Street and eventually connect to the trail at the Bark Park.

The city applied to the Northwest Arkansas Regional Planning Commission for federal Transportation Alternative Program (TAP) funds to help construct the trail. On December 17, 2013, the city was awarded \$225,803 toward construction of the project. City Council adopted a resolution expressing a willingness to use these funds on February 25, 2014.

The city also applied to the Walton Family Foundation to assist with construction costs. The city was notified of award of a Walton Family Foundation grant in the amount of up to \$200,000 on June 18, 2014. This agenda item is a request to accept the Walton Family Foundation to assist with construction of the trail on N. Walton Blvd.

The city has estimated the project cost at \$994,956. After grants, the city will be responsible for approximately \$569,152 toward the project, which includes design and construction.

The request to approve the budget adjustment is to recognize the revenue from the Walton Family Foundation grant in the amount of up to \$200,000. By approving this request, we will add funds to the Engineering budget to pay for the trail construction that will complete a task of the N. Walton Blvd. Corridor Enhancement Plan.

*The*  
**WALTON FAMILY**  
FOUNDATION

RECEIVED JUN 18 2014

| P.O. Box 2030 | Bentonville | AR 72712-2030

June 12, 2014

Bob McCaslin  
Mayor  
City of Bentonville  
117 West Central Boulevard  
Bentonville, AR 72712

RE: Grant #2014-696

Dear Mayor McCaslin,

It is my pleasure to inform you that The Walton Family Foundation, Inc. (the "Foundation") has approved a grant in the amount of up to \$200,000.00 to the City of Bentonville (the "Grantee"). This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the construction of ~6,800 LF of 10' wide multi-use trail and necessary street crossings along Walton Blvd. in Bentonville. The trail begins just south of the Peel Mansion, then extends to the north to approximately Tiger Blvd. The trail is located within the Arkansas Highway and Transportation Department's (AHTD) right-of-way, who has granted permission for the project. This trail will become a central route that will eventually connect the Bentonville Community Center in southwest Bentonville to the North Bentonville Trail and on to Bella Vista through existing and planned trails. This grant is more fully described in Grantee's proposal dated March 24, 2014. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.

2. **Amount: Up to Two Hundred Thousand Dollars (\$200,000.00).**

3. **Payable:** Upon receipt of a copy of this letter acknowledging the terms and conditions set forth herein, payments in the amount of up to \$200,000.00 shall be eligible for payment on a drawdown basis no more frequently than quarterly. With each payment request, the City will submit a report outlining work completed as well as all paid invoices to date. A WFF consultant will inspect the work completed for adherence to design standards as well as original budget and, upon approval, WFF will reimburse no more than 50% of eligible paid invoices and expenses, not to exceed 50% of the cost of construction, up to \$200,000.00. All payment requests must be received by no later than October 15, 2015 to be eligible for payment.

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 letter, the term "grant funds" includes the grant and any income earned thereon.

P. 479.464.1570 | F. 479.464.1580 | [www.waltonfamilyfoundation.org](http://www.waltonfamilyfoundation.org)

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

| Report Date | Report Type                                                                    |
|-------------|--------------------------------------------------------------------------------|
| 12/15/2014  | Financial & Narrative                                                          |
| 10/15/2015  | Final report shall be due 30 days after submission of a final payment request. |

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 #2014-696 on all reports submitted.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

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:

- above;
- (i) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a)
  - (ii) Grantee fails to comply with the terms of this letter; or
  - (iii) 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 #2014-696 in your communication.

We have enclosed two original grant letters. Please sign one copy as Grantee's acknowledgment of the terms and conditions herein stated and return it to me in the enclosed self-addressed envelope. If the signed acknowledgment of this letter is not received in the Foundation's office by June 30, 2014, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

 Buddy D. Philpot  
Executive Director

ACKNOWLEDGED AND AGREED

By: \_\_\_\_\_  
Bob McCaslin (Date)  
City of Bentonville

**Appendix A: City of Bentonville  
N. Walton Blvd. Trail**

Output performance measures:

- By October 31, 2014 The City of Bentonville will sign a contract with a qualified and experienced contractor.
- The City will complete construction of a minimum of 6,800 linear feet of 10' wide concrete trail by October 15, 2015. This trail will be a minimum of 10' wide concrete and will be built to meet the standards of the Arkansas Highway and Transportation Department (AHTD) and the uniform design and construction standards, per design guidelines outlined in the "Trail Design Resource Notebook" developed by ALTA Planning and utilized for the Razorback Regional Greenway, as long as they do not conflict with the standards of AHTD. This will be evidenced by inspection of WFF consultant.

Outcome Performance Measures:

- By September 30, 2014, the Arkansas Highway Transportation Department will formally approve the design and placement of this trail.
- By October 31, 2015, the City of Bentonville will formally commit to manage and maintain this section of trail to the same standards as the Razorback Regional Greenway.



| CHECK ALL THAT APPLY |       |
|----------------------|-------|
| Bid Award            | Bid # |
| Budget Adjustment    |       |
| Change Order         |       |
| Informational        |       |
| Ordinance            |       |
| Resolution           |       |
| Other                |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479-271-3168

#### ACTION REQUIRED:

A resolution setting a public hearing for a street right of way vacation requested by Daniel Marley.

#### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$ - |
| Funds Expended to Date     | -    |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

Department Head: *[Signature]* Date: 6-26-14

Purchasing Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Finance Director: *[Signature]* Date: 7-1-14

Staff Attorney: *CT* Date: 7/1/14

Mayor: *Pom* Date: 7/1/14

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712  
\*www.bentonvillear.com\*



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**RESOLUTION NO. \_\_\_\_\_**

**IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS**

**WHEREAS**, a petition was duly filed with the City Council of Bentonville, Arkansas by Daniel Marley, requesting that the following street right of way within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

**Street R.O.W. Vacation Description**

A portion of Tiger Boulevard as shown on the Final Plat for Allencroft to the City of Bentonville as recorded in Plat Book 2002 at Page 66 in Benton County, Arkansas, being described by metes and bounds as follows:

Beginning at the SW corner of Lot 37; thence S78°38'08"E, 63.00 feet; thence S11°21'52"W, 26.86 feet to the existing fence; thence along said fence S88°58'03"W, 64.50 feet; thence N11°21'52"E, 40.71 feet to the Point of Beginning, containing 2.128 Square Feet, more or less.

**WHEREAS**, Ark. Code Ann. Section 14-301-302(c) provides that the City Council shall by resolution fix a day for the hearing of the petition and shall direct the City Clerk and Recorder to give notice of the meeting, by publication, once per week for two (2) consecutive weeks in some newspaper published in and having general circulation in Bentonville, Benton County, Arkansas.

**NOW, THEREFORE, BE IT RESOLVED**, by the City of Bentonville, Arkansas, that the petition to close the above described street right of way is set for hearing on July 22, 2014 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2014 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

\_\_\_\_\_  
**Linda Spence, City Clerk**  
Bentonville, Arkansas

\_\_\_\_\_  
**Bob McCaslin, Mayor**  
City of Bentonville, Arkansas





| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
|                      | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
| X                    | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: (479) 271-5993

### ACTION REQUIRED:

Staff is seeking a resolution for the Mayor and City Clerk to amend the contract with Crafton, Tull & Associates, Inc. to add construction observation and bid services for sidewalk on S.E. 6th Street, between South Main and S.E. "E" Street. The additional cost will be paid with grant funds from CDBG and Endeavor Foundation.

### COST TO CITY:

Cost of this Request: \$7,130.00

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$ - |
| Funds Expended to Date     | -    |
| Remaining Budget           | -    |
| Budget Adjustment          |      |
| Remaining After Adjustment | \$ - |

Department Head

7-1-14  
Date

Staff Attorney

CT  
7/1/14  
Date

Purchasing Agent

Date

Mayor

BSM -  
7/1/14  
Date

Finance Director

DL  
7-1-14  
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

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PLEASE RECYCLE



**AMENDMENT NO. 1 TO OWNER-ENGINEER AGREEMENT**

**Subject of Amendment: Additional Services**

**1. Background Data:**

- a. Effective Date of OWNER-ENGINEER Agreement: March 17, 2014
- b. OWNER: City of Bentonville
- c. ENGINEER: Crafton, Tull & Associates, Inc.
- d. Project: SE 6<sup>th</sup> Street Sidewalk Improvements

**2. Nature of Amendment**

- Additional Services to be performed by ENGINEER
- Modifications to Payment to ENGINEER

**3. Description of Modifications**

See Attachment 1, "Modifications"

OWNER and ENGINEER hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is June 25, 2014.

OWNER:

ENGINEER:

CITY OF BENTONVILLE

CRAFTON, TULL & ASSOCIATES, INC.

By: \_\_\_\_\_  
Bob McCaslin

By: \_\_\_\_\_  
Bill Burnett

Title: Mayor

Title: Vice President

Date Signed: \_\_\_\_\_

Date Signed: 06-26-14

ATTACHMENT 1

MODIFICATIONS

Additional Services to be performed by ENGINEER:

1. Additional design services for ditches, culverts and driveways related to the construction of the planned sidewalk improvement project.
2. Rebid the project to meet Federal requirements.
3. Construction Engineering of 10 hours for field changes during construction.

Modifications to Payment to ENGINEER:

The OWNER shall pay ENGINEER for the Additional Services set forth above a Lump Sum amount of \$7,130 based on the Hourly Rates shown in the attached Exhibit "B". The following is the total estimated distribution of compensation:

|                               |                  |
|-------------------------------|------------------|
| Basic Services                | \$ <u>23,885</u> |
| Additional Services, Item 1   | \$ <u>2,280</u>  |
| Additional Services, Item 2   | \$ <u>2,600</u>  |
| Additional Services, Item 3   | \$ <u>1,450</u>  |
| Printing and Mileage Expenses | \$ <u>800</u>    |
| Total Estimated Compensation  | \$ <u>31,015</u> |

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND  
CLERK TO ENTER INTO AN AMENDMENT TO THE  
EXISTING CONTRACT WITH CRAFTON, TULL AND  
ASSOCIATES FOR ADDITIONAL SERVICES RELATED  
TO THE SIDEWALK PROJECT ON S.E. 6<sup>TH</sup> STREET.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE  
CITY OF BENTONVILLE, ARKANSAS.**

**Section 1:** That the Mayor and Clerk be and are hereby authorized to enter into an amendment to the existing contract with Crafton, Tull and Associates to provide for additional services, including construction observation and bid services, associated with the S.E. 6<sup>th</sup> Street Sidewalk Project between South Main and S.E. "E" Street as set forth in the attached Exhibit "A".

**Section 2:** This resolution shall be in full force and effect from and after the date of its passage.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |       |
|----------------------|-------------------|-------|-------|
| x                    | Bid Award         | Bid # | 14-32 |
|                      | Budget Adjustment |       |       |
|                      | Change Order      |       |       |
|                      | Informational     |       |       |
|                      | Ordinance         |       |       |
|                      | Resolution        |       |       |
|                      | Other             |       |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Ben Peters

Department: Engineering

Phone: 479271-5993

### ACTION REQUIRED:

Bid award to Diamond C Construction for the construction of sidewalks along SE 6th Street from Main St to SE E St. The low bidder was Diamond C Construction with a bid of \$132,384.28. The funding for the project is \$70,500 from the Endeavor Foundation and the balance from CDBG funds. This project includes an incentive of up to \$5000. The project budget is therefore \$137,384.00.

### COST TO CITY:

Cost of this Request: \$137,384

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

|                            |    |        |
|----------------------------|----|--------|
| Previously Budgeted        | \$ | 23,885 |
| Funds Expended to Date     |    | 23,885 |
| Remaining Budget           |    | -      |
| Budget Adjustment          |    | -      |
| Remaining After Adjustment | \$ | -      |

Department Head: [Signature] 7-1-14 Date

Purchasing Agent: [Signature] 7/2/14 Date

Finance Director: [Signature] 7-1-14 Date

Staff Attorney: CT 7/1/14 Date

Mayor: [Signature] 7/1/14 Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





DESIGNING THE FUTURE

## Memorandum

**To:** Mayor and City Council  
**From:** Ben Peters, City Engineer  
**Date:** 6/27/2014  
**Re:** Bid Award

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In pursuit of willingness to participate with Community Development Block Grant (CDBG) and a grant from the Endeavor Foundation, Staff is seeking approval of a resolution for the construction of a 5' sidewalk to be placed along S.E. 6<sup>th</sup> Street, between South Main and S.E. "E" Street.

The City of Bentonville proposes to use a combination of funding, including Community Development Block Grant for \$66,884.28 and a grant from the Endeavor Foundation for \$70,500. These two grants will be used together for design and construction of said sidewalk improvements.

Sealed bids were accepted, opened and read publicly on June 25, 2014 at 2:00pm. Two bidders submitted and the apparent low bidder is Diamond C Construction. The low bid is for \$132,384.28 plus up to a \$5000.00 incentive for a potential total cost of \$137,384.28.

Staff recommends approval of the contract as written.

Please contact me with any questions or concerns regarding the proposed contract or the project as a whole. My direct telephone number is (479) 271-5993 or I can be reached via email at [bpeters@bentonvillear.com](mailto:bpeters@bentonvillear.com).



June 25, 2014

Mr. Ben Peters, P.E.  
City of Bentonville  
305 SW "A" St.  
Bentonville, AR 72712

**RE: City Bid # 14-32  
SE 6<sup>th</sup> Street Sidewalk Improvements  
CTA No. 14102900**

Dear Ben,

Bids received during the June 25, 2014 re-bid for the above referenced project are listed below. The bid totals were verified to be correct as submitted.

|                      |              |
|----------------------|--------------|
| Diamond C            | \$132,384.28 |
| Fochtman Enterprises | \$162,355.00 |
| Engineer's Estimate  | \$112,186.00 |

We recommend acceptance of the low bid of \$132,384.28 given by Diamond C. The complete bid tabulation is attached for your use. If you have any questions prior to the City Council Meeting, please feel free to call at your convenience.

Sincerely,

CRAFTON TULL

Bill Burnett, P.E.

Enclosure (1)

3/16 9/18/14

**BID TABULATION**

**JOB:** SE 6th Street Sidewalk Improvements  
**DESCRIPTION:** City of Bentonville  
**JOB NO.:** 14102900  
**DATE:** 6/25/2014 Re-Bid

CRAFTON TULL

| ITEM NO.                 | SPEC SECTION | DESCRIPTION OF ITEMS                        | CONTRACT QUANTITY | UNIT | ENGINEER             |              | Diamond C            |              | Fochman              |              |
|--------------------------|--------------|---------------------------------------------|-------------------|------|----------------------|--------------|----------------------|--------------|----------------------|--------------|
|                          |              |                                             |                   |      | UNIT PRICE           | TOTAL        | UNIT PRICE           | TOTAL        | UNIT PRICE           | TOTAL        |
| 1.0                      | City & SP    | Concrete Sidewalk Including Granular Base   | 1061              | SY   | \$ 40.00             | \$ 42,440.00 | \$ 39.52             | \$ 41,930.72 | \$ 46.00             | \$ 48,806.00 |
| 2.0                      | CTA 201      | Clearing and Grubbing                       | 1                 | LS   | \$ 5,000.00          | \$ 5,000.00  | \$ 26,005.17         | \$ 26,005.17 | \$ 30,000.00         | \$ 30,000.00 |
| 3.0                      | CTA 202      | Undercut & Backfill                         | 1                 | CY   | \$ 30.00             | \$ 30.00     | \$ 100.00            | \$ 100.00    | \$ 20.00             | \$ 20.00     |
| 4.0                      | CTA 202      | Unclassified Excavation (Plan Quantity)     | 200               | CY   | \$ 15.00             | \$ 3,000.00  | \$ 29.43             | \$ 5,886.00  | \$ 12.00             | \$ 2,400.00  |
| 5.0                      | CTA 202      | Embankment (Plan Quantity)                  | 25                | CY   | \$ 20.00             | \$ 500.00    | \$ 69.49             | \$ 1,737.25  | \$ 20.00             | \$ 500.00    |
| 6.0                      | CTA 204      | 4" Topsoil Placement                        | 409               | SY   | \$ 6.00              | \$ 2,454.00  | \$ 7.61              | \$ 3,112.46  | \$ 5.00              | \$ 2,045.00  |
| 7.0                      | CTA 301      | 18" D.I.P. Drainage Pipe-Inside Roadway     | 146               | LF   | \$ 50.00             | \$ 7,300.00  | \$ 47.35             | \$ 6,915.10  | \$ 40.00             | \$ 5,840.00  |
| 8.0                      | CTA 301      | 12" C.M.P. Drainage Pipe-Inside Roadway     | 229               | LF   | \$ 50.00             | \$ 11,450.00 | \$ 25.25             | \$ 5,782.25  | \$ 35.00             | \$ 8,015.00  |
| 9.0                      | CTA 303      | 24"x6" R.C. Box Culvert                     | 18                | LF   | \$ 200.00            | \$ 3,600.00  | \$ 174.51            | \$ 3,141.18  | \$ 300.00            | \$ 5,400.00  |
| 10.0                     | CTA 405      | 2' ACHM Patching For Maintenance of Traffic | 3                 | TON  | \$ 80.00             | \$ 240.00    | \$ 200.00            | \$ 600.00    | \$ 170.00            | \$ 510.00    |
| 11.0                     | CTA 503      | Concrete Driveway                           | 342               | SY   | \$ 50.00             | \$ 17,100.00 | \$ 48.79             | \$ 16,686.18 | \$ 65.00             | \$ 22,230.00 |
| 12.0                     | CTA 505      | Seeding                                     | 0.6               | AC   | \$ 10,000.00         | \$ 6,000.00  | \$ 3,510.00          | \$ 2,106.00  | \$ 5,000.00          | \$ 3,000.00  |
| 13.0                     | CTA 506      | Mailbox/Support Relocation                  | 1                 | EA   | \$ 100.00            | \$ 100.00    | \$ 200.00            | \$ 200.00    | \$ 250.00            | \$ 250.00    |
| 14.0                     | CTA 507      | 24" Crosswalk Bars (White Thermo)           | 438               | LF   | \$ 12.00             | \$ 5,256.00  | \$ 21.28             | \$ 9,320.64  | \$ 26.00             | \$ 11,388.00 |
| 15.0                     | CTA 507      | 24" Stop Bars (White Thermo)                | 101               | LF   | \$ 11.00             | \$ 1,111.00  | \$ 10.64             | \$ 1,074.64  | \$ 26.00             | \$ 2,626.00  |
| 16.0                     | CTA 509      | Erosion Control                             | 1                 | LS   | \$ 500.00            | \$ 500.00    | \$ 700.00            | \$ 700.00    | \$ 15,000.00         | \$ 15,000.00 |
| 17.0                     | CTA 512      | Wood Privacy Fence                          | 43                | LF   | \$ 35.00             | \$ 1,505.00  | \$ 58.62             | \$ 2,520.66  | \$ 25.00             | \$ 1,075.00  |
| 18.0                     | CTA 513      | Cast-in-place Tactile Panels                | 150               | SF   | \$ 30.00             | \$ 4,500.00  | \$ 29.12             | \$ 4,368.00  | \$ 20.00             | \$ 3,000.00  |
| 19.0                     | SP           | Adjust Sewer Cleanout to Grade              | 1                 | EA   | \$ 100.00            | \$ 100.00    | \$ 200.00            | \$ 200.00    | \$ 250.00            | \$ 250.00    |
| <b>ENGINEER Estimate</b> |              |                                             |                   |      | <b>\$ 112,186.00</b> |              | <b>Diamond C Bid</b> |              | <b>Fochman Bid</b>   |              |
|                          |              |                                             |                   |      |                      |              | <b>\$ 132,384.28</b> |              | <b>\$ 162,355.00</b> |              |



| CHECK ALL THAT APPLY |                   |
|----------------------|-------------------|
|                      | Bid Award         |
|                      | Budget Adjustment |
| x                    | Change Order      |
|                      | Informational     |
|                      | Ordinance         |
|                      | Resolution        |
|                      | Other             |

## AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Ben Peters

Department

Engineering

Phone

(479) 271-5993

### ACTION REQUIRED:

N.W. 2nd Street Improvement Project is now complete. To reconcile the quantities used and the final price of the contract, a reconciliation change order is needed. The final project cost is \$58,836.70 less than the currently contracted amount of \$1,060,992.65 ✓

### COST TO CITY:

Cost of this Request: (\$58,836.70)

Additional Budget Amount: \$0

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$ - |
| Funds Expended to Date     | -    |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

Department Head

6-30-14  
Date

Purchasing Agent

Date

Finance Director

7-1-14  
Date

CT  
Staff Attorney

7/1/14  
Date

ROM -  
Mayor

7/1/14  
Date

This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.

117 WEST CENTRAL AVENUE • BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



**Final Payment Application and Change Order Reconciliation**  
**City of Bentonville, Arkansas**  
**NW 2nd Street, Improvements & Overlay**  
**MCE Project No. FY132105**

|                            |            |
|----------------------------|------------|
| NTP Issued:                | 10/28/2013 |
| Final Completion Date:     | 6/3/2014   |
| Final Completion Deadline: | 6/4/2014   |
| Final Acceptance:          | 6/30/2014  |

100% Contract Time Used  
100% Work Complete

Recommended For Approval: By:

McClelland Consulting Engineers, Inc.  


Contractor:

ARAC Central

Signature and Date

The Contractor certifies that: (1) title to all Work, materials and equipment incorporated in the Work, or otherwise listed in or covered by this Pay Estimate will pass to the Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as are covered by Bond acceptable to Owner indemnifying Owner against any such lien, claim, security interest or encumbrance), and (2) all Work covered by this Pay Estimate is in accordance with the Contract Documents and is not defective.

Approved By:

City of Bentonville, Arkansas

Signature and Date

|                             |                |
|-----------------------------|----------------|
| Original Contract Amount:   | \$986,350.90   |
| Approved Change Orders: #   | \$74,641.75    |
| Reconciliation Change Order | (58,836.70)    |
| Final Contract Amount:      | \$1,002,155.95 |

|                     |                |
|---------------------|----------------|
| Total Work to Date: | \$1,002,155.95 |
|---------------------|----------------|

|                     |  |
|---------------------|--|
| Materials On Hand:  |  |
| Less Material Used: |  |
| Subtotal:           |  |

|                     |        |
|---------------------|--------|
| Less Retainage (0%) | \$0.00 |
|---------------------|--------|

|              |             |            |
|--------------|-------------|------------|
| Incentive    | \$1,000/day | \$1,000.00 |
| Disincentive | \$1,000/day | \$0.00     |

|                                |                |
|--------------------------------|----------------|
| Amount Due:                    | \$1,003,155.95 |
| Less Previous Payments:        | \$667,743.61   |
| Less Previous Engr Overtime:   |                |
| Less Engr Overtime ( hours):\$ |                |
| Subtotal                       | \$667,743.61   |

|                              |              |
|------------------------------|--------------|
| Due and Payable This Period: | \$335,412.34 |
|------------------------------|--------------|

Final Payment Application and Change Order Reconciliation  
6/27/2014

NW 2nd Street, Street Improvements & Overlay

| Bid Item | Description                                                     | Units | Unit Price  | Plan Qty | Final Qty | Change | Difference    | \$ Earned To Date |
|----------|-----------------------------------------------------------------|-------|-------------|----------|-----------|--------|---------------|-------------------|
| 1        | Act 291, 1993 Trench and Excavation Safety System               | LS    | \$1,000.00  | 1        | 1         | 0      | \$0.00        | \$1,000.00        |
| 2        | Traffic Control                                                 | LS    | \$33,200.00 | 1        | 1         | 0      | \$0.00        | \$33,200.00       |
| 3        | Erosion Control                                                 | LS    | \$22,125.00 | 1        | 1         | 0      | \$0.00        | \$22,125.00       |
| 4        | Mobilization (Not to Exceed 5% of Total Bid)                    | LS    | \$24,100.00 | 1        | 1         | 0      | \$0.00        | \$24,100.00       |
| 5        | Clearing & Grubbing                                             | STA   | \$5,200.00  | 15       | 15        | 0      | \$0.00        | \$78,000.00       |
| 6        | General Unclassified Excavation (Plan Quantity)                 | CY    | \$14.90     | 1477     | 1477      | 0      | \$0.00        | \$22,007.30       |
| 7        | Embankment (Plan Quantity)                                      | CY    | \$16.65     | 1432     | 1432      | 0      | \$0.00        | \$23,842.80       |
| 8        | Select Fill (Includes Undercut)                                 | CY    | \$41.25     | 1485     | 0         | -1485  | (\$60,431.25) | \$0.00            |
| 9        | Rock Excavation                                                 | CY    | \$140.00    | 100      | 0         | -100   | (\$14,000.00) | \$0.00            |
| 10       | 4" Depth Topsoil Placement                                      | SY    | \$6.60      | 2596     | 2596      | 0      | \$0.00        | \$17,133.60       |
| 11       | Select Grading                                                  | SY    | \$11.10     | 392      | 392       | 0      | \$0.00        | \$4,351.20        |
| 12       | 18 inch RCP Storm Drain, Class III                              | LF    | \$36.60     | 771      | 806.5     | 35.5   | \$2,008.30    | \$45,647.90       |
| 13       | 24 inch RCP Storm Drain, Class III                              | LF    | \$51.85     | 340      | 341       | 1      | \$51.85       | \$17,680.85       |
| 14       | 30 inch RCP Storm Drain, Class III                              | LF    | \$66.75     | 432      | 430.5     | -1.5   | (\$100.13)    | \$28,735.88       |
| 15       | 36 inch RCP Storm Drain, Class III                              | LF    | \$97.60     | 184      | 177       | -7     | (\$683.20)    | \$17,275.20       |
| 16       | 28" x 45" HERCP Storm Drain, Class III                          | LF    | \$117.00    | 50       | 45        | -5     | (\$585.00)    | \$5,265.00        |
| 17       | 4" SCH 40 PVC Storm Pipe, STA 10+25                             | LF    | \$21.20     | 12       | 12        | 0      | \$0.00        | \$254.40          |
| 18       | 6" SDR 26 PVC Storm Pipe, STA 3+71                              | LF    | \$29.50     | 10       | 10        | 0      | \$0.00        | \$295.00          |
| 19       | 12" SDR 26 PVC Storm Pipe, STA 7+25                             | LF    | \$50.00     | 10       | 51.5      | 41.5   | \$2,075.00    | \$2,575.00        |
| 20       | 2' x 3' Grate Inlet                                             | EA    | \$2,270.00  | 1        | 1         | 0      | \$0.00        | \$2,270.00        |
| 21       | 4' x 4' Drop Inlet                                              | EA    | \$2,700.00  | 7        | 8         | 1      | \$2,700.00    | \$21,600.00       |
| 22       | 4' x 4' Grate Inlet                                             | EA    | \$2,500.00  | 2        | 2         | 0      | \$0.00        | \$5,000.00        |
| 23       | 5' x 5' Drop Inlet                                              | EA    | \$3,000.00  | 3        | 3         | 0      | \$0.00        | \$9,000.00        |
| 24       | 4' x 4' Junction Box                                            | EA    | \$2,775.00  | 3        | 5         | 2      | \$5,550.00    | \$13,875.00       |
| 25       | 5' x 5' Junction Box                                            | EA    | \$2,950.00  | 3        | 3         | 0      | \$0.00        | \$8,850.00        |
| 26       | Triple Grate Inlet Structure, STA 11+75 (Inlet 13)              | EA    | \$15,000.00 | 1        | 1         | 0      | \$0.00        | \$15,000.00       |
| 27       | Tie Existing Roof/Parking Drain to Storm Box, STA 3+71 & 10+70  | EA    | \$560.00    | 2        | 2         | 0      | \$0.00        | \$1,120.00        |
| 28       | Storm Box Rear Opening (as dimensioned on Plan)                 | EA    | \$600.00    | 8        | 8         | 0      | \$0.00        | \$4,800.00        |
| 29       | dimensioned on Plan) STA 1+60 & 2+75                            | EA    | \$4,825.00  | 2        | 2         | 0      | \$0.00        | \$9,650.00        |
| 30       | 4' Inlet Extension                                              | EA    | \$535.00    | 3        | 3         | 0      | \$0.00        | \$1,605.00        |
| 31       | Headwall Structure for 24" RCP, STA 2+99 (NE Corner 'D' Street) | EA    | \$1,550.00  | 1        | 1         | 0      | \$0.00        | \$1,550.00        |
| 32       | 7' x 3' Reinforced Concrete Box Culvert                         | LF    | \$357.50    | 272      | 272       | 0      | \$0.00        | \$97,240.00       |
| 33       | French Drain, STA 6+90 to 7+25 & STA 12+10 to 12+65             | LF    | \$26.75     | 90       | 90        | 0      | \$0.00        | \$2,407.50        |
| 34       | Trench Drain, STA 10+25                                         | LF    | \$513.00    | 24       | 24        | 0      | \$0.00        | \$12,312.00       |
| 35       | Flowable Fill as per detail DD-5                                | CY    | \$148.00    | 25       | 0         | -25    | (\$3,700.00)  | \$0.00            |
| 36       | NW 'D' St.)                                                     | LS    | \$31,500.00 | 1        | 0.75      | -0.25  | (\$7,900.00)  | \$23,700.00       |
| 37       | Appurtenances, STA 0+50 (North Side of NW 2nd St.)              | LS    | \$14,925.00 | 1        | 1         | 0      | \$0.00        | \$14,925.00       |
| 38       | Rip-Rap Reclaimed, Northside of NW 2nd St. at STA. 0+55         | SY    | \$172.50    | 34       | 34        | 0      | \$0.00        | \$5,865.00        |
| 39       | Rip-Rap Reclaimed, Northside of NW 2nd St. at STA. 3+00         | SY    | \$575.00    | 6        | 6         | 0      | \$0.00        | \$3,450.00        |
| 40       | Aggregate Base Course, Class 7                                  | TN    | \$26.30     | 1176     | 1458.97   | 282.97 | \$7,442.11    | \$38,370.91       |
| 41       | 6" Depth Stamped Concrete Pavement, Brickform Cheshire Cobble   | SY    | \$119.25    | 36       | 40.59     | 4.59   | \$547.36      | \$4,840.36        |
| 42       | 2" (ACHMSC) Asphalt Concrete Surface Course                     | TN    | \$71.65     | 1266     | 1280      | 14     | \$1,003.10    | \$91,712.00       |

Final Payment Application and Change Order Reconciliation  
6/27/2014

NW 2nd Street, Street Improvements & Overlay

| Bid Item | Description                                          | Units | Unit Price | Plan Qty | Final Qty | Change | Difference    | \$ Earned To Date |
|----------|------------------------------------------------------|-------|------------|----------|-----------|--------|---------------|-------------------|
| 43       | 2" (ACHMSC) Asphalt Concrete Binder Course           | TN    | \$77.85    | 137      | 174.1     | 37.1   | \$2,888.24    | \$13,553.69       |
| 44       | Adjust Manhole Rim Elevation @ Sta 12+35             | EA    | \$1,235.00 | 1        | 1         | 0      | \$0.00        | \$1,235.00        |
| 45       | Asphalt Milling                                      | SY    | \$1.40     | 10128    | 10098     | -30    | (\$42.00)     | \$14,137.20       |
| 46       | Concrete Curb & Gutter (6" Deep Gutter)              | LF    | \$15.45    | 2,453    | 2317      | -136   | (\$2,101.20)  | \$35,797.65       |
| 47       | Concrete Curb & Gutter (Type II Modified)            | LF    | \$24.60    | 511      | 436       | -75    | (\$1,845.00)  | \$10,725.60       |
| 48       | Concrete Curb (Type D)                               | LF    | \$26.50    | 78       | 74        | -4     | (\$106.00)    | \$1,961.00        |
| 49       | Concrete Flume (6" Concrete, 4" Class 7) Sta 0+50    | SY    | \$265.00   | 10       | 0         | -10    | (\$2,650.00)  | \$0.00            |
| 50       | Concrete Channelization Island                       | SY    | \$155.00   | 11       | 11        | 0      | \$0.00        | \$1,705.00        |
| 51       | Concrete Transition Curb and Gutter (at Walton Blvd) | LF    | \$45.00    | 20       | 82        | 62     | \$2,790.00    | \$3,690.00        |
| 52       | Concrete Sidewalk (4" Depth, 5' Width Typical)       | SY    | \$45.50    | 578      | 584.53    | 6.53   | \$297.12      | \$26,596.12       |
| 53       | Cast In-Place Tactile Panel, Colonial Red            | SF    | \$16.75    | 60       | 101.5     | 41.5   | \$695.13      | \$1,700.13        |
| 54       | Handicap Ramp Concrete                               | SY    | \$91.25    | 55       | 48.75     | -6.25  | (\$570.31)    | \$4,448.44        |
| 55       | Placement of Bentonville Metal Signs in Sidewalk     | EA    | \$34.50    | 6        | 2         | -4     | (\$138.00)    | \$69.00           |
| 56       | Concrete Driveway Apron                              | SY    | \$58.50    | 254      | 254       | 0      | \$0.00        | \$14,859.00       |
| 57       | Concrete Driveway Repair                             | SY    | \$61.40    | 110      | 81.6      | -28.4  | (\$1,743.76)  | \$5,010.24        |
| 58       | Class 7 Granular Base for Gravel Driveway Repair     | SY    | \$15.10    | 110      | 122.32    | 12.32  | \$186.03      | \$1,847.03        |
| 59       | Seeding & Mulching, Inc Watering                     | ACRE  | \$3,150.00 | 0.7      | 0.7       | 0      | \$0.00        | \$2,205.00        |
| 60       | Light Pole Foundations                               | EA    | \$840.00   | 8        | 8         | 0      | \$0.00        | \$6,720.00        |
| 61       | 2" PVC Electric Conduit w/ Pull String               | LF    | \$9.45     | 750      | 732       | -18    | (\$170.10)    | \$6,917.40        |
| 62       | 4" Solid Striping (Thermoplastic)                    | LF    | \$1.00     | 143      | 237       | 94     | \$94.00       | \$237.00          |
| 63       | 4" Double Solid Striping (Thermoplastic)             | LF    | \$1.00     | 5966     | 6044      | 78     | \$78.00       | \$6,044.00        |
| 64       | 12" Stop Bar (Thermoplastic)                         | LF    | \$6.30     | 58       | 44.5      | -13.5  | (\$85.05)     | \$280.35          |
| 65       | Turn Arrow Symbol (Thermoplastic)                    | EA    | \$315.00   | 5        | 5         | 0      | \$0.00        | \$1,575.00        |
| 66       | Wordings (Thermoplastic)                             | EA    | \$420.00   | 5        | 5         | 0      | \$0.00        | \$2,100.00        |
| 67       | Crosswalks (Thermoplastic) - 6' Wide                 | LF    | \$12.60    | 139      | 132       | -7     | (\$88.20)     | \$1,663.20        |
| 68       | Removal of Sidewalk Pedestrian Bridge                | LS    | \$525.00   | 1        | 1         | 0      | \$0.00        | \$525.00          |
| 69       | Remove 7 LF of 10" Pipe @ Sta 0+45                   | LS    | \$180.00   | 1        | 1         | 0      | \$0.00        | \$180.00          |
| 70       | Remove 33 LF of 7"x3" Box Culvert @ Sta. 0+50        | LS    | \$2,625.00 | 1        | 1         | 0      | \$0.00        | \$2,625.00        |
| 71       | Remove 120 LF of 24" Storm Pipe @ Sta. 01+25         | LS    | \$2,625.00 | 1        | 1         | 0      | \$0.00        | \$2,625.00        |
| 72       | Remove 8 LF of 15" Storm Pipe @ Sta. 02+95           | LS    | \$200.00   | 1        | 1         | 0      | \$0.00        | \$200.00          |
| 73       | Remove 10 LF of 15" Storm Pipe @ Sta. 02+95          | LS    | \$260.00   | 1        | 1         | 0      | \$0.00        | \$260.00          |
| 74       | Remove 15 LF of 18" Storm Pipe @ Sta. 03+25          | LS    | \$400.00   | 1        | 1         | 0      | \$0.00        | \$400.00          |
| 75       | Remove 32 LF of 18" Storm Pipe @ Sta. 05+10          | LS    | \$850.00   | 1        | 1         | 0      | \$0.00        | \$850.00          |
| 76       | Remove 15 LF of 18" Storm Pipe @ Sta. 08+75          | LS    | \$400.00   | 1        | 1         | 0      | \$0.00        | \$400.00          |
| 77       | Remove 39 LF of 18" Storm Pipe @ Sta. 09+10          | LS    | \$1,025.00 | 1        | 1         | 0      | \$0.00        | \$1,025.00        |
| 78       | Remove 20 LF of 18" Storm Pipe @ Sta. 10+80          | LS    | \$525.00   | 1        | 1         | 0      | \$0.00        | \$525.00          |
| 79       | 1+50 to Sta 2+79, Salvage for Reuse                  | LS    | \$2,625.00 | 1        | 1         | 0      | \$0.00        | \$2,625.00        |
| 80       | Salvage for Reuse                                    | LS    | \$7,870.00 | 1        | 1         | 0      | \$0.00        | \$7,870.00        |
| 81       | B-Stone Select Fill (Change Order #1)                | CY    | \$50.95    | 1,465    | 1,655.29  | 190.29 | \$9,895.28    | \$84,337.03       |
|          |                                                      |       |            |          |           |        | (\$58,836.70) | \$1,002,155.95    |



| CHECK ALL THAT APPLY |       |
|----------------------|-------|
| Bid Award            | Bid # |
| Budget Adjustment    |       |
| Change Order         |       |
| Informational        |       |
| Ordinance            |       |
| Resolution           |       |
| Other                |       |

### AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Troy Galloway

Department

Planning

Phone

479-271-6821

#### ACTION REQUIRED:

Reappointment of Joe Haynie to the Planning Commission for a 5 Year term to expire July 1, 2019

#### COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☒ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$ - |
| Funds Expended to Date     | -    |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

Department Head [Signature] Date 30 JUL 14

Purchasing Agent \_\_\_\_\_ Date \_\_\_\_\_

Finance Director [Signature] Date 7-1-14

Staff Attorney CT Date 7/1/14  
Mayor [Signature] Date 7/1/14

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE





June 19, 2014

**To:** City Council Members & City Clerk  
**From:** Mayor Bob McCaslin  
**Subject:** Reappointment of Joe Haynie to the City of Bentonville's Planning Commission.

---

I recommend Joe Haynie for reappointment to the City of Bentonville's Planning Commission.

A handwritten signature in black ink, appearing to be "BMc", with a horizontal line extending from the end.

Bob McCaslin



| CHECK ALL THAT APPLY |  |
|----------------------|--|
| Bid Award            |  |
| Budget Adjustment    |  |
| Change Order         |  |
| Informational        |  |
| X Ordinance          |  |
| Resolution           |  |
| Other                |  |

### AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: Travis Matlock

Department: Electric

Phone: 271-3135

#### ACTION REQUIRED:

Staff recommends to the Mayor and City Council adopt an ordinance revising the Bentonville Electric Utility Department Net Metering Ordinance.

#### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

|                            |      |
|----------------------------|------|
| Previously Budgeted        | \$   |
| Funds Expended to Date     |      |
| Remaining Budget           | -    |
| Budget Adjustment          | -    |
| Remaining After Adjustment | \$ - |

Department Head 6/30/14  
Date

Purchasing Agent 7-1-14  
Date

Finance Director 7-1-14  
Date

Staff Attorney 7/1/14  
Date

Mayor 7/1/14  
Date

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712

\*www.bentonvillear.com\*



PLEASE RECYCLE



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## **M E M O R A N D U M**

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**DATE:** June 13, 2014

**TO:** City Council, Mayor McCaslin

**FROM:** Travis Matlock, Engineering Director

**RE: An Ordinance revising Bentonville's Net  
Metering Ordering**

This ordinance will revise the original net metering ordinance (2008-38) to increase the size of the facility that can be installed, establish an inspection/testing procedure, establish minimum standards for equipment, and will line up with the newly established state law concerning billing of customer generated electricity. The 2008 ordinance satisfied the need at the time for the installation of small, single-family system. But it would not have allowed for a larger commercial installation to be constructed. This revision takes into account advances in technology and allows for a commercial installation to be installed (such as the Mid-Town development).

PUBLIC NOTICE

Notice is hereby given by the City of Bentonville, Arkansas that the Engineering Director will be submitting an ordinance to the City Council for approval pertaining to the "Net Metering Ordinance" for the purpose of revising the existing net metering ordinance. This item would establish the minimum requirements, testing/inspection procedures, and paperwork required to install a net metering facility. This item will be considered by the Bentonville City Council at 6:00 pm, Tuesday, July 8, 2014 in City Hall Council Chambers located at 315 SW "A" St., Bentonville, Arkansas.

Three copies of the document are available for your inspection, review and copying at the 3<sup>rd</sup> floor of City Hall at 117 W. Central Ave. from 8:00 a.m. to 4:30 p.m.

If you have any questions, please call Travis Matlock, PE, Engineering Director for the City of Bentonville at 479-271-3135.

(Publish Date)

ORDINANCE NO. 2008-38

AN ORDINANCE AMENDING THE ELECTRIC RATE  
SCHEDULE

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE  
CITY OF BENTONVILLE, ARKANSAS.

**Section 1:** That the following electric rate schedules be adopted and the rate  
schedules contained in Ordinance 2000-20, 2000-160, and 2005-183 be amended  
accordingly:

Schedule R-2008 – Residential Service

Applicable to residential customers for all domestic uses.

Winter – November through April:

|                              |                  |
|------------------------------|------------------|
| Facilities charge            | \$6.00 per month |
| First 800 kWh used per month | \$0.085 per kWh  |
| Over 800 kWh used per month  | \$0.061 per kWh  |

Summer – May through October

|                              |                  |
|------------------------------|------------------|
| Facilities charge            | \$6.00 per month |
| First 800 kWh used per month | \$0.085 per kWh  |
| Over 800 kWh used per month  | \$0.077 per kWh  |

Minimum Monthly Charge: \$12.00 per month

Schedule SC-2008 – Small Commercial Service

Available to commercial customers and multiple-family dwelling for all general  
purposes when maximum demand is less than 50 kW.

Winter – November through April:

|                               |                   |
|-------------------------------|-------------------|
| Facilities charge             | \$12.00 per month |
| First 2000 kWh used per month | \$0.087 per kWh   |
| Over 2000 kWh used per month  | \$0.061 per kWh   |

Summer – May through October

|                        |                   |
|------------------------|-------------------|
| Facilities charge      | \$12.00 per month |
| All kWh used per month | \$0.087 per kWh   |

Minimum Monthly Charge: \$12.00 per month

Schedule LC-2008 – Large Commercial Power Service

Available to commercial and industrial customers for all general purposes when demand is equal to or greater than 25 kW.

|                                 |               |
|---------------------------------|---------------|
| Demand Charge                   |               |
| First 25 kW of Billing Demand   | \$158.75      |
| Additional kW of Billing Demand | \$6.35 per kW |

|                                        |                 |
|----------------------------------------|-----------------|
| Energy Charge                          |                 |
| First 200 kWh per kW or Billing Demand | \$0.047 per kWh |
| Over 200 kWh per kW or Billing Demand  | \$0.042 per kWh |

Minimum Monthly Charge – The highest of the following:

- (a) One hundred fifty eight dollars and seventy five cents (\$158.75); or
- (b) The maximum demand charge established during the preceding eleven (11) months.

The above rates apply for service metered at secondary voltage. Where service is metered at the primary line feeding a customer, an adjustment for billing shall be made by decreasing the metered kilowatt hours by 3%. The discount applies only if the customer owns 100% of the facilities downstream of the primary metering. This section shall apply to all new primary metered customers meeting the criteria above after October, 2006. Customers currently receiving the 3% discount will continue to do so.

**Section 2:** That the following electric rate schedules be adopted and the rate schedules contained in Ordinance 2000-160 be amended accordingly:

Schedule PA-2008 Power Cost Adjustment Rider

Line item 13 in Attachment B shall be changed to read:

“The power cost adjustment in base retail rates shall be computed based on a formula provided by the engineer in accordance with acceptable industry standards.”

It shall be allowable to calculate the PCA on a one month, or multiple month (averaging) method.

**Section 3:** That the following electric rate schedules be adopted:

Schedule LC-TOU-2008 – Large Commercial Power Service Time of Use

Available to customers who otherwise qualify for Large Commercial Power Service.

|                |         |
|----------------|---------|
| Demand Charge  |         |
| All kW on Peak | \$11.00 |
| All excess kW  | \$4.00  |

**Energy Charge**

First 200 kWh per kW or Billing Demand \$0.047 per kWh  
Over 200 kWh per kW or Billing Demand \$0.042 per kWh

Peak is from 3 PM to 8 PM Monday through Friday

Minimum Monthly Charge – The highest of the following:

- (a) One hundred fifty eight dollars and seventy five cents (\$158.75); or
- (b) The maximum demand charge established during the preceding eleven (11) months.

Requires a 12 month minimum.

All other requirements applicable to Large Commercial Power Service remain in effect.

**Section 4:** That the following electric rate schedules be adopted:

**Schedule NM-2008 – Net Metering**

Available to any customer who has installed a net metering facility and signed an Interconnection Agreement with the City of Bentonville. Such facilities must be located on the Customer's premise and intended primarily to offset some or all of the Customer's energy usage at that location. The generating capacity of net metering facilities may not exceed twenty-five kilowatts (25kW).

The provisions of the customer's standard rate schedule are modified as specified herein.

Customers may not take service under this tariff and simultaneously take service under the provisions of any other alternative source generation or co-generation tariff.

On a monthly basis, the net metering Customer shall be billed the charges applicable under the currently effective standard rate schedule and any appropriate rider schedules. Under net metering, only the kilowatt-hour (kWh) units of a Customer's bill are affected.

If the electricity supplied by the City exceeds the electricity generated by the net metering Customer and fed back to the City during the billing period, the net metering Customer shall be billed for the net billable kWhs supplied by the City in accordance with the rates and charges under the City's standard rate schedule applicable to the Customer.

If the electricity generated by the net metering Customer and fed back to the City during the billing period exceeds the electricity supplied by the City, the customer shall not receive any compensation from the City for such net metering excess delivered kWhs during the billing period.

Any renewable energy credit created as the result of electricity supplied by a net-metering customer is the property of the net-metering customer that generated the renewable credit.

**Section 5:** Schedules shall be in effect for all bills due on or after November 1, 2008.

PASSED and APPROVED this 15<sup>th</sup> day of May, 2008.

APPROVED:



ATTEST:





## **BEUD NET METERING REQUIREMENTS**

**ELECTRIC DEPARTMENT  
CONSTRUCTION OFFICE  
608 Southeast Third Street  
Bentonville, AR 72712**

**REVISED  
1/28/14**

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## **BEUD NET METERING REQUIREMENTS**

### **SECTION 1      DEFINITIONS**

- 1.1 **BILLING PERIOD:** The billing period for net metering will be the same as the billing period under the customer's applicable standard rate schedule.
- 1.2 **BIOMASS FACILITY:** A facility that may use one or more organic fuel sources that can either be processed into synthetic fuels or burned directly to produce steam or electricity, provided that the resources are renewable, environmentally sustainable in their production and use, and the process of conversion to electricity results in a net environmental benefit. This includes, but is not limited to, dedicated energy crops and trees, agricultural food and feed crops, agricultural crop wastes and residues, wood wastes and residues, aquatic plants, animal wastes, and other accepted organic, renewable waste materials.
- 1.3 **COMMERCIAL CUSTOMER:** A customer served under utility's standard rate schedule applicable to commercial service.
- 1.4 **ELECTRIC UTILITY:** Bentonville Electric Utility Department (BEUD) engaged in the business of supplying electric energy to the ultimate customer. Utility is an interchangeable term.
- 1.5 **FUEL CELL FACILITY:** A facility that converts the chemical energy of a fuel directly to direct current electricity without intermediate combustion or thermal cycles.
- 1.6 **GEOTHERMAL FACILITY:** An electric generating facility in which the prime mover is a steam turbine. The steam is generated in the earth by heat from the earth's magma.
- 1.7 **HYDROELECTRIC FACILITY:** An electric generating facility in which the prime mover is a water wheel. The waterwheel is driven by falling water.
- 1.8 **MICRO TURBINE FACILITY:** A facility that uses a small combustion turbine to produce electricity.
- 1.9 **NET METERING:** Measuring the difference between electricity supplied by an electric utility and the electricity generated by a net metering customer and fed back to the electric utility over the applicable billing period.



## **BEUD NET METERING REQUIREMENTS**

- 1.10 **NET METERING FACILITY:** A facility for the production of electrical energy that:
- (A) Uses solar, wind, hydroelectric, geothermal, or biomass resources to generate electricity including, but not limited to, fuel cells and micro turbines that generate electricity if the fuel source is entirely derived from renewable resources; and,
  - (B) Has a generating capacity of not more than twenty-five (25) kilowatts for residential or three hundred (300) kilowatts for non-residential use; and,
  - (C) Is located in Bentonville; and,
  - (D) Can operate in parallel with an electric utility's existing transmission and distribution facilities; and,
  - (E) Is intended primarily to offset part or all of the net-metering customer requirements for electricity; or,
  - (F) Is designated as eligible for net metering service pursuant to Ark. Code Ann. §23-18-604(B)(3).
- 1.11 **NET EXCESS GENERATION:** The amount of electricity that a net metering customer has fed back to the Electric Utility that exceeds the amount of electricity used by that customer during the billing process.
- 1.12 **PARALLEL OPERATION:** The operation of on-site generation by a customer while the customer is connected to BEUD's distribution system.
- 1.13 **RESIDENTIAL CUSTOMER:** A customer served under BEUD's standard rate schedules applicable to residential service.
- 1.14 **SOLAR FACILITY:** A facility in which electricity is generated through the collection, transfer and or storage of the sun's heat or light.
- 1.15 **WIND FACILITY:** A facility in which an electric generator is powered by a wind-driven turbine.

## **SECTION 2      GENERAL PROVISIONS**

- 2.1 The purpose of these Rules is to establish rules for net energy metering and interconnection.

## **SECTION 3      NET METERING REQUIREMENTS**

- 3.1 BEUD shall allow net metering facilities to be interconnected using an approved meter capable of registering the flow of electricity in two (2) directions. BEUD shall supply the electric meter.



## **BEUD NET METERING REQUIREMENTS**

- 3.2 Metering equipment shall be installed to both accurately measure the electricity supplied by the electric utility to each net-metering customer and also to accurately measure the electricity generated by each net-metering customer that is fed back to the electric utility over the applicable billing period.
- 3.3 On a monthly basis, the net metering customer shall be billed the charges applicable under the currently effective standard rate schedule. Under net metering, only the kilowatt-hour (kWh) units of a customer's bill are affected.
- 3.4 If the kWhs supplied by the BEUD exceeds the kWhs generated by the net metering facility and fed back to BEUD during the billing period, the net metering customer shall be billed for the net kWhs supplied by BEUD in accordance with the rates and charges under the customer's standard rate schedule.
- 3.5 If the kWhs generated by the metering facility and fed back to BEUD exceeds the kWhs supplied by BEUD to the net metering customer during the applicable billing period, the customer shall **NOT** receive any compensation from UTILITY BILLING for such net metering excess delivered kWhs during the billing period but, shall be credited with any excess net accumulation in the next billing period. Any net excess credit remaining at the end of the calendar year shall expire.

### **SECTION 4 INTERCONNECTION OF NET METERING FACILITIES TO EXISTING ELECTRIC POWER SYSTEMS**

- 4.1 The customer shall submit a completed Standard Interconnection Agreement and a plan showing all interconnection diagrams and total system component data sheets with ratings to the New Service Coordinator (479-271-3139) at least thirty (30) days prior to the date the customer intends to interconnect the net metering facilities to BEUD's facilities.
- 4.2 The net metering facility shall have an automatic disconnect method that will isolate the net metering facility from the BEUD system in the event of a power outage and, there shall also be a visibly open, lockable, and manual disconnect switch which is controlled by the BEUD and clearly labeled.
- 4.3 Any items that would prevent parallel operation due to violation of safety standards and/or power generation limits shall be explained along with a



## **BEUD NET METERING REQUIREMENTS**

description of the modifications necessary to remedy the violations.

- 4.4 The net metering facility, at the net metering customer's expense, shall meet safety and performance standards established by local and national electrical codes including the National Electrical Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the National Electrical Safety Code (NESC), and Underwriters Laboratories (UL), all applicable BEUD standards, and shall be inspected annually by the customer's professional installer. **(approved inspection form is attached in Appendix B)**
- 4.5 Modifications or changes made to a net metering facility shall be evaluated by BEUD prior to being made.
- 4.6 When an existing net-metering customer leaves BEUD's service, the new customer at that address will be required to re-apply and comply with the rules, as a new customer and new service.
- 4.7 BEUD allows for meter aggregation. (i.e. If there are multiple meters on 1 account and 1 of the meters has been set up as net metering, any excess generation will be applied to the overall customer account)

## **SECTION 5 BEUD INSPECTION PROCEDURES**

- 5.1 The following is the testing procedure that BEUD shall follow to ensure the net metering facility does not back-feed into the BEUD system:
  - 1. The customer shall be present during the testing procedure.
  - 2. Customer will disconnect main breaker for residence and the net metering facility from customer side.
  - 3. BEUD will verify no load and remove electric meter.
  - 4. Customer will then re-energize main breaker for residence and net metering facility.
  - 5. BEUD will then check load side of meter to ensure there is no voltage present.
  - 6. Customer will then disconnect the main breaker for residence and net metering facility to allow BEUD to replace the meter.
- 5.2 If there is voltage present during the testing, the meter will not be replaced and the customer is responsible for any repairs to the net metering facility.



## **BEUD NET METERING REQUIREMENTS**

### **APPENDIX A**

#### **INTERCONNECTION AGREEMENT TERMS AND CONDITIONS**

This Interconnection Agreement for Net Metering Facilities ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by BEUD and \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ (specify whether corporation or other), each hereinafter sometimes referred to individually as "Party" or collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

##### **1. The Net Metering Facility**

The Net Metering Facility meets the requirements of Ark. Code Ann. §23-18-603(5) and the BEUD's Net Metering Requirements.

##### **2. Governing Provisions**

The parties shall be subject to the provisions of Ark. Code Ann. §23-18-604 and the terms and conditions set forth in this Agreement, the Net Metering Rules, and BEUD's applicable rates.

##### **3. Interruption or Reduction of Deliveries**

BEUD shall not be obligated to accept and may require Customer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages, force majeure, or compliance with prudent electrical practices. Whenever possible, BEUD shall give the Customer reasonable notice of the possibility that interruption or reduction of deliveries may be required. Notwithstanding any other provision of this Agreement, if at any time BEUD reasonably determines that either the facility may endanger BEUD's personnel or other persons or property, or the continued operation of the Customer's facility may endanger the integrity or safety of BEUD's electric system, BEUD shall have the right to disconnect and lock out the Customer's facility from BEUD's electric system. The Customer's facility shall remain disconnected until such time as BEUD is reasonably satisfied that the conditions referenced in this Section have been corrected.

##### **4. Interconnection**

Customer shall deliver the as-available energy to BEUD at BEUD's meter.

BEUD shall furnish and install a meter capable of net metering. Customer shall install an approved meter socket for BEUD's meter and any related interconnection equipment per BEUD's technical requirements (automatic transfer switch and manual disconnect), including safety and performance standards.

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## **BEUD NET METERING REQUIREMENTS**

### **5. Maintenance and Permits**

The customer shall obtain any and all permits required for the construction and operation of the net metering facility and interconnection facilities. The Customer shall maintain the net metering facility and interconnection facilities in a safe and reliable manner and in conformance with all applicable laws and regulations. The Customer shall provide an annual inspection of his net-metering facility by a professional installer and the inspection shall be filed with BEUD on the anniversary date of the permit. The inspection must be signed by the inspector and the customer who owns the net-metering facility. BEUD, in its sole discretion, may disconnect the interconnection facility if the annual inspection is not filed as stipulated above or if that annual inspection identifies deficiencies. (see Appendix B)

### **6. Access to Premises**

BEUD may enter the Customer's premises to inspect the Customer's protective devices and read or test the meter. BEUD may disconnect the interconnection facilities without notice if BEUD reasonably believes a hazardous condition exists and such immediate action is necessary to protect persons, or BEUD's facilities, or property of the others from damage or interference caused by the Customer's facilities, or lack of properly protective devices.

### **7. Indemnity and Liability**

Each party shall indemnify the other party, its directors, officers, agents, and employees against all loss, damages expense and liability to third persons for injury to or death of persons or injury to property caused by the indemnifying party's engineering design, construction ownership or operations of, or the making of replacements, additions or betterment to, or by failure of, any of such party's works or facilities used in connection with this Agreement by reason of omission or negligence, whether active or passive. The indemnifying party shall, on the other party's request, defend any suit asserting a claim covered by this indemnity. The indemnifying party shall pay all costs that may be incurred by the other party in enforcing this indemnity. It is the intent of the parties hereto that, where negligence is determined to be contributory, principles of comparative negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable that party's negligence.

Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to or any liability to any person not a party to this Agreement. Neither BEUD, its officers, agents nor employees shall be liable for any claims, demands, costs, losses, causes of action, or any other liability of any nature or kind, arising out of the engineering, design construction, ownership, maintenance or operation of, or making replacements, additions or betterment to, the Customer's facilities by the Customer or any other person or entity.

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## **BEUD NET METERING REQUIREMENTS**

### **8. Notices**

All written notices shall be directed as follows:

Bentonville Electric Utility Department  
Attention: Travis Matlock, PE  
117 W. Central Ave  
Bentonville, AR 72712

Customer notices to Utility shall refer to the Customer's electric service account number as listed on Customer's bill.

### **9. Term of Agreement**

The term of this Agreement shall be the same as the term of the otherwise applicable standard rate schedule. This Agreement shall remain in effect until modified or terminated in accordance with its terms or applicable regulations or laws.

### **10. Assignment**

This Agreement and all provisions hereof shall inure to and be binding upon the respective parties hereto, their personal representatives, heirs, successors, and assigns. The Customer shall not assign this Agreement or any part hereof without the prior written consent of BEUD, and such unauthorized assignment may result in termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Customer:

BEUD

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: Travis Matlock, P.E.

Title: \_\_\_\_\_

Title: Engineering Director

Mailing Address: \_\_\_\_\_

Mailing Address:  
117 W. Central Ave  
Bentonville, AR 72712

\_\_\_\_\_



## BEUD NET METERING REQUIREMENTS

### GENERAL INFORMATION

#### 1. Customer Information

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Facility Location: \_\_\_\_\_

Phone: \_\_\_\_\_

Company Customer Account: \_\_\_\_\_

#### 2. Generation Facility Information

System Type: Solar, Wind, Hydro, Geothermal, Biomass, Fuel Cell, Micro Turbine  
(Circle Type)

Generator Rating (KW): AC or DC (Circle One) Size \_\_\_\_\_

Inverter Manufacturer: \_\_\_\_\_

Inverter Model: \_\_\_\_\_

Inverter Location: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_

#### 3. Installation Information

Attach a detailed electrical diagram of the net metering facility.

Installed by: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: State: Zip Code: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Installation Date: \_\_\_\_\_

#### 4. Certification

1. The system has been installed in compliance with the local Building/Electrical Code of **Bentonville**. Signed (Inspector): \_\_\_\_\_

Date: \_\_\_\_\_

2. The system has been installed to my satisfaction and I have been given system warranty information and an operation manual, and have been instructed in the operation of the system.

Signed (Owner): \_\_\_\_\_ Date: \_\_\_\_\_

3. The system has been installed in compliance with **BEUD**.

Signed (New Service Coordinator): \_\_\_\_\_ Date: \_\_\_\_\_

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## **BEUD NET METERING REQUIREMENTS**

### **APPENDIX B**

#### **BEUD NET METERING INSPECTION FORM**

##### **Who needs to complete this Inspection Report?**

A customer:

- Who is an existing BEUD customer and plans to install new generating facility and will complete a new net metering agreement, and
  - Who becomes a BEUD customer at a home, office or other facility having an existing solar (PV) or wind electrical generating facility with plans to remain interconnected with BEUD, and
  - Whose electrical generating facility and meter have not been installed or inspected within the previous three years, and
  - Who must arrange to have their generating facility inspected and the Contractor section of this report completed by an Arkansas licensed electrician who is **NOT** the owner or operator of the facility and meter.
- 

##### **INSTRUCTIONS**

1. The Customer shall complete all of Part I and complete Part A of Part II. The Customer information in Part A should match that in Part I.
2. The Customer should arrange to have the Inspector (Arkansas Licensed Electrician) inspect their Generating Facility and complete the remainder of Part II of this form and sign it.
3. The Customer shall then submit the fully completed form to BEUD.
4. BEUD shall be on site to witness customer's inspector test Generating Facility and sign Section H, Part II. Call 479-271-3135 48 hrs. in advance of inspection to schedule with BEUD personnel.

If this form is not submitted within 10 business days of the Customer becoming the customer of record for this account, Customer agrees to disconnect their Generation Facility and inform BEUD it no longer will take service.

For the safety of the Customer and BEUD employees, under no circumstances shall the Generating Facility be operated while interconnected with BEUD if it does not pass the Operational Test in Part II, Section F.

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## **BEUD NET METERING REQUIREMENTS**

### **PART I NET ENERGY METERING CUSTOMER SECTION (to be completed by Customer)**

**A. Customer Generation Facility Information -- Who is the BEUD Customer for this Facility**

|                                                                                                           |  |  |                                                    |  |  |                           |  |  |
|-----------------------------------------------------------------------------------------------------------|--|--|----------------------------------------------------|--|--|---------------------------|--|--|
| <b>Generating Facility BEUD account holder name (must match customer name on BEUD bill for generator)</b> |  |  | <b>BEUD Account number for Generating Facility</b> |  |  | <b>Meter Number</b>       |  |  |
| <b>Account Holder Street Address</b>                                                                      |  |  |                                                    |  |  |                           |  |  |
| <b>Account Holder City</b>                                                                                |  |  | <b>Account Holder State</b>                        |  |  | <b>Account Holder Zip</b> |  |  |
| <b>Account Holder Billing Address</b>                                                                     |  |  |                                                    |  |  |                           |  |  |
| <b>Billing City</b>                                                                                       |  |  | <b>Billing State</b>                               |  |  | <b>Billing Zip</b>        |  |  |
| <b>Business Phone</b>                                                                                     |  |  | <b>Cell Phone</b>                                  |  |  | <b>Email</b>              |  |  |

**B. Generator Location -- Where is the Generation Facility Located?**

|                                                                                                                                                                                            |  |                              |  |                                |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------|--|--------------------------------|--|
| <b>Contact at Generator Location</b>                                                                                                                                                       |  |                              |  |                                |  |
| <b>Generator Address</b>                                                                                                                                                                   |  |                              |  |                                |  |
| <b>Generator City</b>                                                                                                                                                                      |  | <b>Generator State</b>       |  | <b>Generator Zip</b>           |  |
| <b>Generator Contact Phone</b>                                                                                                                                                             |  | <b>Generator Contact Fax</b> |  | <b>Generator Contact Email</b> |  |
| This contact person is to be used as BEUD contact and is authorized by Customer to receive confidential Customer information and act on behalf of Customer with respect to this agreement. |  |                              |  |                                |  |

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## **BEUD NET METERING REQUIREMENTS**

**C. Modifications**

To your knowledge, has the system been modified in any way? ☐ No ☐ Yes

If yes, how? \_\_\_\_\_

**D. Installation Date**

Do you know when this Generation Facility was installed?

☐ No

☐ Yes, Installation Date \_\_\_\_\_

**E. Last Inspection Date**

Do you know if this Generating Facility had a prior BEUD inspection?

☐ No

☐ Yes, Date of Last Inspection \_\_\_\_\_

**F. By the Customer signing the attached Interconnection Agreement Terms and Conditions, this report is hereby incorporated into that Interconnection Agreement.**

A copy of this signed report should be retained on site to confirm successful Generation Facility Inspection.



## **BEUD NET METERING REQUIREMENTS**

### **PART II – ELECTRICAL INSPECTOR SECTION**

#### **A. Inspection Information (to be filled in by Customer – must match Part I)**

|                                                                                                               |                                                    |                     |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------|
| <b>Generating Facility BEUD account holder name<br/>(must match customer name on BEUD bill for generator)</b> | <b>BEUD Account number for Generating Facility</b> | <b>Meter Number</b> |
| <b>Account Holder Street Address</b>                                                                          |                                                    |                     |

-----To be completed by Inspector-----

#### **B. Inspector Information**

|                                                          |                      |                    |
|----------------------------------------------------------|----------------------|--------------------|
| <b>Arkansas Licensed Electrician Name</b>                | <b>Company Name</b>  |                    |
| <b>Current Valid Arkansas Electrician License Number</b> |                      |                    |
| <b>Electrician Billing Address</b>                       |                      |                    |
| <b>Billing City</b>                                      | <b>Billing State</b> | <b>Billing Zip</b> |
| <b>Business Phone</b>                                    | <b>Cell Phone</b>    | <b>Email</b>       |

B-4



## **BEUD NET METERING REQUIREMENTS**

### **C. Inverters interconnected with BEUD**

List all the inverters that are currently interconnected to BEUD at this Facility.

| No. | Inverter Manufacturer | Inverter Model Number | Inverter Nameplate Rating <sup>1</sup> kW (per Unit) | Inverter CEC Rating kW (per Unit) | Quantity of Inverters | Inverter Output Voltage | Single or Three Phase |
|-----|-----------------------|-----------------------|------------------------------------------------------|-----------------------------------|-----------------------|-------------------------|-----------------------|
| 1.  |                       |                       |                                                      |                                   |                       |                         |                       |
| 2.  |                       |                       |                                                      |                                   |                       |                         |                       |

<sup>1</sup> The inverter rating equals the nameplate rating in kW. If there are more than one inverter of one type being installed, the inverter rating equals the nameplate rating of one unit of the model being installed.

### **D. Photovoltaic Generator Equipment**

List the photovoltaic (PV) panel information requested below. If the panels are not all identical modules, list the total capacity connected to each inverter you listed above. (Please attach additional sheets if more space is needed.)

| No. | PV Panel Manufacturer | PV Panel Model | PV Nameplate Rating <sup>2</sup> kW (per Unit) | PV Panel CEC Rating kW (per Unit) | Quantity of PV Panels | Total Capacity <sup>3</sup> (kW) | Single or Three Phase |
|-----|-----------------------|----------------|------------------------------------------------|-----------------------------------|-----------------------|----------------------------------|-----------------------|
| 1.  |                       |                |                                                |                                   |                       |                                  |                       |
| 2.  |                       |                |                                                |                                   |                       |                                  |                       |

<sup>2</sup>For all generation equipment ratings, please use the nameplate rating found on the equipment or in the equipment specifications.

<sup>3</sup>The total capacity is the photovoltaic (PV) panel rating times the quantity.

### **E. Other Interconnected Generators**

Are there other generators interconnected on this account at this location?

☐ No  
☐ Yes

If Yes, list generator technology and capacity for all generators

---

B-5



## BEUD NET METERING REQUIREMENTS

Are there any backup generators? ☐ Yes ☐ No

If yes, is the backup generator open or close transition? ☐ Open ☐ Closed

### **F. Operational Test**

#### **1. Anti-Islanding Test**

Verify the Generating Facility ceases to output **within two seconds** of operating the disconnect switch or otherwise disconnecting the Generating Facility from the BEUD electrical system.

Pass Test: ☐ Yes  
☐ No

#### **2. Reclose and return to service**

Verify that the time-delay function reconnects to the Generating Facility with BEUD's electrical system after at least **60 seconds**.

Pass Test: ☐ Yes  
☐ No

### **G. Governing Authority**

The terms and conditions of this report shall at all times be subject to such changes or modifications by BEUD.

### **H. Inspector Signature**

I certify that I am currently an Arkansas licensed electrician, that the responses given in Part II of this report for the Generating Facility are true and accurate to the best of my knowledge, and that the Generating Facility satisfies the Operational Tests in Part II.

Name Arkansas Licensed Electrical  
Contractor (Please Print):

\_\_\_\_\_

Name Arkansas Licensed Electrical  
Contractor Signature:

\_\_\_\_\_

Arkansas Licensed Electrician License No.

\_\_\_\_\_

Date:

\_\_\_\_\_

BEUD Witness

\_\_\_\_\_

Date:

\_\_\_\_\_

B-6

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO ADOPT CERTAIN REVISIONS TO THE  
BENTONVILLE ELECTRIC UTILITY DEPARTMENT NET  
METERING ORDINANCE.**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR  
THE CITY OF BENTONVILLE, ARKANSAS,**

**Section 1.** That the following code, 3 copies of which are on file with the City Clerk and which have been advertised and made available for public review and inspection for 30 days prior, are hereby adopted by reference as though they were copied herein fully:

Bentonville Electric Utility Revised Net Metering Ordinance

**Section 2.** That any matters in said codes which are contrary to existing ordinances of the City of Bentonville, Arkansas shall prevail, and that any ordinances or parts of ordinances in conflict herewith are hereby repealed.

**PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.**

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK



| CHECK ALL THAT APPLY |                   |       |
|----------------------|-------------------|-------|
|                      | Bid Award         | Bid # |
| x                    | Budget Adjustment |       |
|                      | Change Order      |       |
|                      | Informational     |       |
|                      | Ordinance         |       |
|                      | Resolution        |       |
|                      | Other             |       |

## AGENDA FORM

CITY COUNCIL MEETING OF:

July 8, 2014

Submitted by: David Wright

Department: Parks & Recreation

Phone: 464-7275

### ACTION REQUIRED:

Parks and Recreation is seeking council approval of a budget adjustment in the amount of 11,025, to recognize a donation from the Walton Family Foundation for the purchase and installation of 100 trees at Slaughter Pen Mountain Bike Park.

f

### COST TO CITY:

Cost of this Request:

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

|                            |    |
|----------------------------|----|
| Previously Budgeted        | \$ |
| Funds Expended to Date     | -  |
| Remaining Budget           |    |
| Budget Adjustment          | -  |
| Remaining After Adjustment | \$ |

DW 6/27/2014  
Department Head Date

Purchasing Agent Date

PC 7-1-14  
Finance Director Date

CT 7/1/14  
Staff Attorney Date

BMM 7/1/14  
Mayor Date

*This form must be turned into the Mayor's office 7 days prior to the scheduled City Council meeting.*

117 WEST CENTRAL AVENUE \* BENTONVILLE, AR 72712  
\*www.bentonvillear.com\*



PLEASE RECYCLE



# Memo



To: City Council, Mayor McCaslin  
From: David Wright, Parks and Recreation Director  
CC:  
Date: June 27, 2014  
Re: Council approval of budget adjustment, in the amount of \$11,025, to recognize a grant award for 11,025, for a tree planting project at Slaughter Pen Mountain Bike Park.

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Parks and Recreation Staff is seeking City Council approval of a budget adjustment, in the amount of \$11,025.00, for a tree planting at Slaughter Pen Mountain Bike Park.

Earlier this year, staff was approached by Walton Family Fountain representatives about the possibility of collaborating on a tree planting project. Collectively, we decided to move forward with planting 100 London Plane Trees at Slaughter Pen Mountain Bike Park. The total project, trees and installation, cost \$11,025.00. Walton Family Foundation generously awarded Parks and Recreation a grant award for the full amount of the project.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email [dwright@bentonvillear.com](mailto:dwright@bentonvillear.com).



*The*  
WALTON FAMILY  
FOUNDATION

---

| P.O. Box 2030 | Bentonville | AR 72712-2030

June 19, 2014

Mayor McCaslin  
c/o David Wright, Director  
City of Bentonville Parks and Rec  
215 SW A  
Bentonville, AR 72712

RE: Grant # 2014-977

Dear Mayor McCaslin,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation"), has approved a grant to City of Bentonville ("Grantee") in the amount of \$11,025.00. This grant is at the recommendation of Steuart L. Walton and is subject to the terms attached.

The grant funds are to pay the invoice from Frank Sharum Landscape Design, Inc., invoice # PCSOP0002816, for the planting of trees in the Slaughter Pen trail area. A check is enclosed for the full amount of the grant.

Again, we are pleased to be able to assist your organization. We wish you all the best in your efforts, and we look forward to hearing about the results of your work.

For all communications regarding this grant, your point of contact at the Foundation will be Naccaman G. Williams, Special Interest Programs Director. Your program officer can be contacted via phone or email as follows: Telephone number (479) 464-1582, Fax number (479) 464-2182, and Email [nwilliams@wffmail.com](mailto:nwilliams@wffmail.com).

Sincerely,



 Buddy D. Philpot  
Executive Director

Enclosure

cc: Mayor McCaslin

P. 479.464.1570 | F. 479.464.1580 | [www.waltonfamilyfoundation.org](http://www.waltonfamilyfoundation.org)

---

**WALTON FAMILY FOUNDATION**  
**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. **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.

5. **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. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

6. **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.

RECEIVED JUL 01 2014

**CHRIS W. SOOTER  
204 DEVON GREEN  
BENTONVILLE, AR 72712**

Mayor Bob McCaslin  
City of Bentonville  
117 West Central Avenue  
Bentonville, AR 72712

July 1, 2014

Mayor McCaslin and members of the City Council:

I am applying for the vacant Ward 2, Position 2 on the City Council. I was honored to serve on the City Council from October 2002 until June 20, 2014, when I resigned due to my family moving to a new home in Bentonville. As you all know, I was born in Bentonville and have made my home in Bentonville ever since. I have enjoyed serving the city of Bentonville as a council member, Chairman of the City Council Committee of the Whole, Chairman of the Advertising and Promotions Commission, member of the Tree and Landscape Committee and Traffic, Safety and Signage Committee as well as many other committee assignments in the past twelve years. I intend to seek election to the Ward 2, Position 2 city council seat in November. I am very interested in continuing my service to the city of Bentonville and its citizens and I would appreciate your support in appointing me to this vacant seat on the City Council. I am privileged to have served alongside many of you and to have worked with the first class city staff that we have. Thank you for your consideration. Please contact me at 479-366-1551 if you have any questions of me.

Respectfully,

  
Chris W. Sooter

RECEIVED JUL 07 2014

Monday, July 07, 2014

City of Bentonville  
Mayor's Office  
117 W. Central  
Bentonville, AR 72712

Dear Mayor and City Council:

It is my understanding that a vacancy exists on the Bentonville City Council due to the recent departure of Shane Perry. I currently reside within ward 2 and would be honored to serve my city and community as an alderman representing ward 2. Please accept this letter as my official application.

I have included a copy of my resume, which includes information on my experience, certification, and educational credentials. I have been a resident of Bentonville since 1997 and am very passionate about where we come from, what we stand for, and where we are going. As many of you know I have been a huge advocate and volunteer in much of the trail development and cycling scene in the City over the past 8 years. I have also served on the Board of Directors for Downtown Bentonville Inc. the last 6 years, serving as President in 2012 and 2013. With this being my last year on the DBI Board, I know I can leverage that experience to the broader City to help the Mayor and City Council work together to continue to make this City one of the best in the US.

If you have any questions or other information is required, please call me at 479-619-8888.

Best Regards,



Timothy M. Robinson  
1106 NW D Street  
Bentonville, AR 72712

## **TIMOTHY MICHAEL ROBINSON**

1106 NW D St. • Bentonville, AR 72712  
Robinson.tim.m@gmail.com • cell 479-619-8888

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### **CAREER EXPERIENCE**

#### **Walmart Stores, Inc. Bentonville, AR, May 2005 – Present**

##### **Category Director, Dry Grocery - Baking Team, July 2013 - Present**

Responsible for 3 Buyers and 10 Baking Categories which have \$4.2B in annual sales. Create and define the strategy, manage all relationships with over 250 suppliers, and make assortment and pricing decisions for over 6,000 items in 4,200 stores.

- Team delivered strong FYE14 results by managing inventory well and gaining market share in challenged categories.
- Focused on people development to ensure Buyers deliver results and advance in their career. Have promoted a Buyer to Sr. Buyer and had another Buyer named Buyer of the Year in 2013.

##### **Senior Buyer, Dry Grocery - Baking Commodities, July 2011 – July 2013**

Responsible for Sugar, Oil, and Flour categories which have \$1.8B in annual sales. Create and define the strategy, manage all relationships with over 120 suppliers, and make assortment and pricing decisions for over 1,200 items in 4,200 stores.

- Achieved sales, profit, and turns goals the last two years on the business to deliver financials to the company. Increased profitability by 1200bps for sugar fineline. Grew market share by 60bps and increased price gaps.
- Used commodity market information to transform the way the business manages risk given we buy/trade over \$650M annually on the commodity market. Established integrated risk management program with Cargill, partnered with all strategic suppliers to obtain market information, shared commodity market knowledge with other merchants through a monthly meeting, and offset major cost increases during the 2012 drought.

##### **Senior Manager, US Strategy & New Business Development, August 2009 – July 2011**

Support Walmart US CEO, Chief Merchandising Officer and SVP Finance & Strategy by analyzing information and identifying strategic opportunities relevant to Walmart merchandising and new business development strategies.

- Improved the quality and scope of competitive and external market analysis by developing US market share model that is reported to the board of directors and developing the Competitive Intelligence function within the company
- Provided financial support to the US Executive team regarding domestic merger and acquisition considerations
- Developed presentations and speeches for CEO to deliver to Walmart Board of Directors and Analyst community
- Provided ad hoc support to CEO, CMO, Board of Directors, and SVP Merchandise Finance & Strategy covering multiple topics and business opportunities. US business segment supported drove \$260B annually in sales.

##### **Manager, Supplier Finance & Strategy, February 2008 – August 2009**

Helped to create and manage the CSI Program and Supplier Assessment/Rationalization Tool so that Walmart US could partner with most strategic suppliers. Analyzed and negotiated with top tier suppliers to ensure Walmart receives every day low cost, best in class terms, and achieves reasonable price separation in the market.

- Financial modeling and analysis supported negotiations which resulted in a COGS savings of \$2 billion dollars from fiscal years 2008-2010

##### **Walmart Internal Auditor, June 2006 – February 2008**

##### **Walmart Corporate Internship, Finance - Tax Department & Store Operations, May 2005 – June 2006**

#### **Phat Tire Bike Shop, Bentonville & Fayetteville AR, May 2007 - Present**

##### **President/Proprietor**

As co-owner, I assume all business planning, marketing, local advocacy, community cycling education, and perform all general accounting functions including payroll, budgeting, preparing and processing tax payments and returns, accounts receivables & payables, managing cash flow, and preparing and interpreting all financial statements.

- Opened 2<sup>nd</sup> store location in Fayetteville, AR September 2010
- Opening 3<sup>rd</sup> store location in Fort Smith, AR August 2014

*Continued...*

## AWARDS AND CERTIFICATIONS

- Lean Six Sigma Green Belt
- Walmart International Integration Virtual Resource Team – FORGE. Traveled to Santiago, Chile in Spring 2013 to train merchandising team on merchandising strategies.
- Selected as one of *Northwest Arkansas' 2010 FAST 15* – Northwest Arkansas “up-and-coming” business leaders between 20 and 30 years old

## LEADERSHIP AND VOLUNTEER EXPERIENCE

**Downtown Bentonville Inc.**, Bentonville, AR, January 2009 – Present

### Board of Directors Member

- Advise executive director and executive committee on DBI strategy, budget, marketing, and all production events that DBI coordinates. Collaborate with and lead other Board Member to revitalize Downtown Bentonville to make it a unique destination for shopping, dining, entertainment, and residential living. Our mission is to strengthen the downtown experience for residents and visitors. Other board members are comprised of business, city, and regional leaders.
- Served as President during 2012 and 2013 fiscal years
- Served as Vice President in 2011 and Treasurer in 2010

**League of American Bicyclists** - Arkansas, December 2008 – Present

### League Cycling Instructor

Trained and certified by the League of American Bicyclists to teach traffic and cycling education courses to individuals of any age or experience. The goal is understand how to safely ride a bicycle – specifically in any traffic situation that may arise.

- Founded two non-profit organizations that help promote cycling in Northwest Arkansas: Bentonville Bicycle Advocacy Group and Trail Maintenance Volunteer Group (FAST).
- Helped create Walmart Bike Leadership Committee which helps Walmart become a more bicycle friendly business.

## EDUCATION

**Masters of Business Administration, Executive MBA Program, Class 36 (2011)**

OLIN BUSINESS SCHOOL, WASHINGTON UNIVERSITY – St. Louis, MO

\*Graduated with honors – top 10% of the class

**Bachelor of Arts, Economics, Minor in Music (2006)**

RHODES COLLEGE – Memphis, TN

UNIVERSITY OF ANTWERP ECONOMICS AND BUSINESS SCHOOL – Antwerp, Belgium

RECEIVED JUL 07 2014

July 6, 2014  
207 NW O St  
Bentonville, AR 72712  
Tel: 479-366-3068  
Email: [bethkeck719@gmail.com](mailto:bethkeck719@gmail.com)

Office of the Mayor  
117 West Central St.  
Bentonville, AR 72712

Dear Mayor McCaslin and Members of the City Council,

In response to the Notice of Vacancy for the Alderman Ward 2, Position 2 created by the recent resignation of Shane Perry, I am submitting an application to fill Mr. Perry's unexpired term.

Government service and civic engagement have been an important part of my life. My father was a community newspaper publisher, my mother a public school teacher, and the first part of my career was in government service. During the past 10 years my husband, Ken, and I have lived in Bentonville, where I have been an active member of the Bentonville Rotary Club and the First Presbyterian Church, a supporter of the Bentonville Public Schools from which our daughter graduated, and a frequent user of the city's expanding trail system.

With a recent change in positions I now have the time to expand my service to our community and it would be an honor to serve on the City Council as Bentonville continues to grow and thrive.

Thank you for considering my application.

Sincerely,

Beth Keck

## Beth Keck

207 NW O Street Bentonville, AR 72712

bethkeck719@gmail.com

Tel: 479 366 3068

### SUMMARY

- Ten-year Ward 2 Bentonville resident involved in civic affairs seeking to contribute to the prosperity and well-being of our community.
- 25 years of business and government experience leading multinational, cross-functional teams in the manufacturing and service sectors, including retail, insurance, agriculture and aviation.
- Expertise is a wide range of areas including government, public relations, aviation, insurance, environmental sustainability, and corporate social responsibility. Comfortable in environments requiring initiative, cross-cultural acumen, cross-organizational collaboration, and working with stakeholders.

### COMMUNITY SERVICE

#### **Bentonville Noon Rotary Club**

- Rotary Youth Exchange Host Family
- Scholarship Selection Committee for Bentonville High School Senior Community Scholarships
- Volunteer service for community and club projects, including Central Avenue clean up days
- Top ticket sales for club fund raisers benefitting community projects
- Paul Harris Fellow
- 2009 Rotarian of the Year

#### **First Presbyterian Church of Bentonville**

- Transition Team member guiding congregation through healing and renewal after recent departure of clergy under challenging circumstances
- Fellowship Committee member
- Youth canoe trip and Helping Hands volunteer
- Bird's Eye View Sunday School class member
- Public relations for church history celebration including Ozarks-at-Large coverage

#### **Arkansas World Trade Center Board of Advisors**

### PRIVATE SECTOR EXPERIENCE

#### **Wal-Mart Stores, Inc., Bentonville, AR**

9/2004-present

#### **Senior Director, Women's Economic Empowerment**

6/2013 – present

Develop strategy and oversee implementation of initiatives delivering Walmart's Women's Economic Empowerment goals with a focus on training nearly 1 million women in the work force and on farms. To date, some 150,000 women in more than 15 countries have benefited and the company's foundation has committed more than \$75 million in charitable giving to this initiative.

#### **Senior Director, Sustainability**

7/2008 – 6/2013

Created global network of sustainability leaders accelerating progress toward company goals of creating zero waste, using 100 percent renewable energy, and selling products that sustain people and the environment.

#### *Key accomplishments:*

- Led global team that developed Walmart's sustainable agriculture strategy, goals and operating unit targets and oversaw implementation. [Sustainable Agriculture](#)
- Co-led The Sustainability Consortium China 2012 launch and 2008 China Sustainability Summit including high profile events delivering supply chain commitments.
- Sam M. Walton Entrepreneur Award, the company's top award, for contributions to sustainability

**Beth Keck**

**Senior Director, International Corporate Affairs**

9/2004 – 7/2008

Created and led government relations, corporate social responsibility and communications strategies for Walmart's International and Global Sourcing divisions. Recruited country corporate affairs leadership; served as a company spokesperson; and advocated policies improving the business environment for retail.

*Key accomplishments:*

- Created and led corporate affairs strategies for the company's India market entry, China and Japan expansions, and the German and South Korean retail store divestitures.
- Initiated the company's Ethical Sourcing reporting disclosing supplier factory health, safety and environmental audit results.
- Developed the giving strategy for Walmart's first significant global charitable giving, \$9 million in relief for Asia Tsunami victims. [Tsunami Relief](#)

**The Boeing Company, Hong Kong**

1/2002-8/2004

**Vice President, Asia Pacific Business Development, Air Traffic Management Division (ATM)**

Led Asia Pacific business development for new Boeing division including strategy, marketing, and relationship-building with government officials. Negotiated Boeing partnership with Air Services Australia for ground-breaking tailored arrivals demonstration and led Boeing-China Joint Air Traffic Services technical assistance program creating more airspace access for civilian aircraft in China.

**GOVERNMENT EXPERIENCE**

**U.S. Federal Aviation Administration**

10/1996-12/2001

**Senior Representative, Beijing, China**

1996-2001

As the FAA Administrator's representative for North Asia, responsible for building relationships and managing sensitive aviation air traffic management, safety and security issues with high-level government and aviation industry leaders.

*Key accomplishments:*

- Enabled China's aviation authority to meet its strategic objective of major institutional reform of its airline safety oversight system, resulting in a world-class safety oversight system. [China Aviation Article](#)
- Created and led regional civil-military air traffic management initiatives to open airspace to international civil traffic resulting in new civilian border crossings and reducing trans-Pacific flight times.

**Country Desk Officer, Washington, DC**

1991-1996

Developed Asia strategy resulting in increased impact on safety and air traffic policy in region. Led aviation technical assistance programs for Asia, North Africa and the Middle East and Central and Eastern Europe.

**Overseas Private Investment Corporation**

1988-1991

**Senior Political Risk Insurance Officer**

Underwriter of U.S. corporate investments in developing countries against the risks of expropriation, currency inconvertibility and political violence. Produced US\$1 million in annual revenue while managing US\$800 million portfolio covering wide range of manufacturing and service sectors.

Entered government service under the **Presidential Management Fellow** program which provides leadership development opportunities and exposure to a broad range of government functions.

**EDUCATION AND PROFESSIONAL AFFILIATIONS**

**The Johns Hopkins University School of Advanced International Studies**, M.A., Honors, International Economics and Asian Studies

**The Chinese University of Hong Kong**, postgraduate studies funded by Rotary Foundation Fellowship

**The University of Missouri School of Journalism**, Bachelor of Journalism degree

**Professional Affiliations:** Council on Foreign Relations; World Economic Forum New Vision for Agriculture Project Board Co-Chair; National Committee on U.S.-China Relations; InterAmerican Development Bank New Employment Opportunities for Youth Steering Committee; The Asia Society China Advisory Board.

RECEIVED JUL 08 2014

**Assistant to the Mayor**

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**From:** Chris Hendrix <hendrix.energy@gmail.com>  
**Sent:** Monday, July 07, 2014 6:01 PM  
**To:** Assistant to the Mayor  
**Cc:** Mayor McCaslin; marybaggett@cox.net; John Skaggs; Roger Thomas; James Smith; Bill Burckart; Burton Head; Jim Grider  
**Subject:** Application for Alderman Ward 2, Position 2  
**Attachments:** hendrix\_resume\_07072014.docx

I am interested in applying for the vacancy on the City Council for Alderman Ward 2, Position 2.

My resume is attached and the following are some brief points about me:

- 11 year Walmart associate in the Energy Department
- Resident of Bentonville (507 NW A Street) for 5 years
- 2 children in Bentonville schools
- Energy Industry professional which could provide guidance/assistance to the Bentonville Utility Services Department
- Served and led numerous industry organizations

I enjoy living in downtown Bentonville and have witnessed the fantastic growth over the last 5 years and I want to continue that progress.

Thanks,

Chris Hendrix  
507 NW A Street  
Bentonville, AR 72712  
479-366-4650

---

## Chris Hendrix

---

507 NW A Street, Bentonville AR 72716 ♦ (479) 366-4650 ♦ hendrix.energy@gmail.com

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- An innovative professional with over 20 years experience in the electric and natural gas industries, including Wal-Mart, Texas Retail Energy, TXU Energy, Enron Energy Services, and Tenneco Energy.
- Awarded Sam. M. Walton Entrepreneur of the Year by Wal-Mart Stores, Inc. in 2007 for implementing Sustainability Initiative and developing business practices within the Wal-Mart Energy Department.
- Recognized industry expert on competitive energy markets actively participating in regulatory processes and engaging with electricity market Regulators and Independent System Operators to influence and improve competitiveness of marketplace.
- Proven ability to effectively distill and communicate complex commercial, regulatory, market, and contractual details to all organizational levels, elected officials, and regulatory bodies.
- Adept at generating creative deal structures, optimal market coverage and product campaigns by analyzing and researching regulatory rules, utility tariffs, customer classes, risk, utility size, and coverage area.

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### Key Accomplishments

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**Developed Self-Supply Retail Electric Provider model inside Wal-Mart in the US and UK.** Responsible for all aspects of Wal-Mart's wholly owned start-up of Texas Retail Energy, LLC initially in Texas (11/2004) and then in the United Kingdom as Power4All, Ltd. for ASDA Stores (3/2008) focusing on reducing the cost of electricity and managing the energy price volatility.

**Planned and Implemented renewable attributes compliance purchasing strategy in UK.** Developed and implemented strategy to purchase Renewable Obligation Certificates and Levy Exemption Certificates for Asda's wholly owned electricity supplier, Power4All, to save the company roughly £2.2 million per year.

**Originated and developed structure for Wal-Mart's first wholesale wind Power Purchase Agreement.** Identified and assessed vendors, evaluated projects to fit business needs, and analyzed renewable structures.

**Innovative deregulated electricity transactions for Wal-Mart.** Developed creative and innovative deregulated electricity contract structures in New Jersey and California that saved the company an estimated additional \$2 million compared to traditional procurement strategies.

**Increased sales 250% above target by revolutionizing pricing process.** Only 7 deals had been completed in the first half of the year due to lengthy 6 weeklong sales cycle. Developed one call sales cycle by revolutionizing the pricing process for San Diego market. Developed a standard product and designed a matrix of prices. Team closed more than 80 deals in the 3rd quarter alone. Company launched effort in every feasible market.

---

### Career History

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**Wal-Mart Stores Inc., 2003 to current**

**Director of Markets & Compliance,** 2009 to present. Supervise the preparation and submit all applicable regulatory filings and reports for energy issues. Direct and manage the company's efforts to influence the

development of energy market rules and procedures and further competitive markets through state and federal regulatory and legislative activity. Represent energy interest of company before Public Utility Commissions, Federal Energy Regulatory Commission (FERC), UK - Office of the Gas and Electricity Markets (OfGem), Independent System Operators, Federal/State Legislators, Federal/State Agencies and other governing bodies. Monitor and report on regulatory, legislative and market developments that effect the operations of Wal-Mart's self-supply model in all competitive markets in the United States and the United Kingdom. Responsible for ensuring that all company Risk Management & Compliance policies are adhered to as the development of markets evolve and for the current self-supply operations.

Serve on the Executive Committee of the National Energy Marketers Association since 2006 and as a Board Member for the COMPETE Coalition since 2008.

**General Manager -- Texas Retail Energy, 2004 to 2009.** Responsible for all aspects of launching a successful retail energy company in the United Kingdom and Texas competitive markets to serve all applicable Wal-Mart entities (>1,000 accounts & > \$350 million annual spend) with a team of 7 associates to perform all of the necessary functions. Accountable for the strategic direction, general management, and control of the affairs of the retail energy company. Responsible for establishing short-term and long-range objectives, plans, and policies. Review the general progress of the company to assure achievement of goals and objectives. Responsible for establishing and maintaining satisfactory supplier, regulatory, and governmental relations. Selected and negotiated contracts with key back office vendors to enable transaction management and invoicing solutions. Developed policies and process flow diagrams for all retail business functions. Created position requirements, developed personnel duties, and ongoing recruitment of associates for staffing of all positions. P&L and Budget responsibility for entity. Reported on a quarterly basis to the Board of Managers. Presentations made throughout the start-up phase to Wal-Mart's CEO, Board of Directors, and Sr. Executive Team. Represented company at ERCOT as a member of the Technical Advisory Committee (TAC) of the Board of Directors from January 2004 to December 2006.

**General Manager -- Competitive Markets, 2003 to 2009.** Oversaw team of two associates which negotiate and enter into electricity and natural gas transactions in competitive energy markets throughout the United States. Analyze legislation, regulatory rules, and ISO/Utility tariffs to develop appropriate deal structures that balance risk and savings.

#### **TXU Energy, 2002 to 2003.**

**Manager—Retail Pricing, 2002.** Supervised and led team of eight analysts to price transactions for all sizes of customers primarily focusing on the Texas market (ERCOT). Analyzed legislation, regulatory rules, and ISO/Utility tariffs to develop pricing models for regions outside of Texas. Designed and tested new pricing algorithms for Information Technology developers to customize Lodestar pricing system.

#### **Enron Energy Services, 1997 to 2001.**

**Manager—Target Markets, 2001.** Supervised and led team to analyze and recommend which electric and natural gas commodity markets to enter or exit within the United States. Analysis and research included regulatory rules, utility tariff, customer classes, utility size, coverage area, and customer likelihood to shop. Determined which sales channel to utilize for optimal market coverage. Assisted with development and training of the Agent network in New York City, Massachusetts, Texas, and Chicago. Liaison between the Market Teams and Enron Direct Organization to implement product and market development for chosen markets. Recruited candidates for Enron Direct Organization.

**Manager—Product Development/Structuring**, 1999 to 2001. Led Market Team for New Jersey and New York City while managing \$500,000 budget. Developed new products and structures to optimize profit-potential of markets. Supported and trained a team of 15 regional salespeople. Presented product attributes at Utility Customer Fairs and Enron sponsored customer events. Successful product development, structuring and deal pricing for such customers as Lucent, Owens Corning, Polaroid, Quebecor, Ocean Spray, and RichFoods. Developed marketing collateral and sales tools to explain products and create impetus for customer closure. Led Market Development efforts in San Diego.

**Senior Specialist (Rates & Tariffs)**, 1997 to 1999. Responsible for 10 Year Rate Forecasts for natural gas & electric utilities in the Mid-Atlantic Region to be used for tariff pricing. Represented Enron at Utility Commission workshops and hearings in five states on gas and electric deregulation issues. Testified in Oklahoma on gas unbundling issues. Performed Cost of Service analysis and assisted with preparation of testimony and interrogatories for GPU Energy (JCP&L) in New Jersey. Completed Cost of Service analysis for Southwest Gas, Equitable Gas, Commonwealth Gas Services of Virginia, Texas-New Mexico Power, and Public Service of New Mexico. Designed new Cost of Service (Stone & Webster method) model for Equitable Gas.

#### **Tenneco Energy, 1990 to 1997.**

**Senior Rate Analyst**, 1994 to 1997. Prepared pipeline cost allocation and rate design studies for Tennessee Gas Pipeline. Lead Analyst for pipeline rate case (RP95-112) settlement negotiations. Analyzed and summarized Federal Energy Regulatory Commission (FERC) Orders and prepared FERC Tariff compliance filings. Performed competitor analysis and benchmarking, as well as financial analysis on various projects including system expansion, new business, and breakeven analysis. Organized and managed project to monitor and account for the economic impact of \$180 million rate refund. Liaison between Rate Department and Information Technology Systems on the design and implementation of Rate Reservation/Refund System. Trained new employees and other Departments regarding rate refund, rate design, and FERC filings

**Accounting Analyst**, 1992 to 1994. Responsibility for accounting functions including: invoicing, account receivables, dispute resolutions, and transportation imbalances for approximately 35 customers in New York, Ohio, and West Virginia. Chairman of Accounting Cross Team Committee that coordinated accounting functions across various regional teams.

**Accountant**, 1991 to 1992. Reconciled, confirmed, and monitored volumetric imbalances with shippers and pipelines and recommended corrective actions to affected departments. Started as Intern in 1990.

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#### **Education & Interests**

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**MBA**, Concentrations in Finance and International Business, University of Houston, 1994.

**BBA, Accounting**, University of Houston, 1991 (Magna Cum Laude).

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#### **Organizations**

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##### **National Energy Marketers**

###### **1st Vice Chair**

January 2013 – Present

NEM is a national, non-profit trade association representing wholesale and retail marketers of natural gas, electricity, as well as energy and financial related products, services, information and advanced technologies throughout the United States, Canada and the European Union. NEM's membership includes independent

power producers, advanced metering, demand and load management firms, billing, back office, customer service and related information technology providers.

**Arizonans for Electric Choice & Competition (AECC)**

**Chairman**

November 2013 – Present

Arizonans for Electric Choice & Competition (AECC) is a voice for Arizona electricity users who support electric competition, which would allow families, businesses and government entities to shop for their electricity. Our mission is to promote a fair and competitive electricity market for the benefit of all Arizona consumers.

**Arizona Independent Scheduling Administrator Association (AzISA)**

**Board Member**

May 2014 – Present

Association of electric energy transmission providers, customer and users to facilitate Competitive electricity transmission scheduling and Renewables transmission.

**Florida Energy Freedom**

**Director**

January 2014 – Present

Florida Energy Freedom is an advocate for Florida electricity users who support electric competition.

**COMPETE Coalition**

**Board Member**

January 2008 – December 2013

The COMPETE Coalition is 765 electricity stakeholders, including customers, suppliers, traditional and clean energy generators, transmission owners, trade associations, technology innovators, environmental organizations and economic development corporations – all of whom support well-structured competitive electricity markets for the benefit of our country.

RECEIVED JUL 07 2014

**Assistant to the Mayor**

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**From:** Mayor McCaslin  
**Sent:** Thursday, July 03, 2014 10:04 PM  
**To:** Drew Collom  
**Subject:** Re: City Council Seat

Thanks Drew, I will submit with other letters of interest.

Council will appoint a replacement Tuesday night July 8 at 6:00 PM in Council Chamber at SW "A" & 4th St

Best wishes

Bob McCaslin  
Mayor  
Bentonville, Arkansas

On Jul 3, 2014, at 10:00 PM, "Drew Collom" <[dcollom@diamondfoods.com](mailto:dcollom@diamondfoods.com)> wrote:

Hi Bob,

I wanted to express my interest in serving on The City Council in the vacated seat left open by my friend Shane Perry. I am sure that there are many individuals to choose from that are well qualified to serve the city and I would like to add my name to the list of individuals being considered.

Here is a brief summary for your review:

Address: 16 Robson Way  
Bentonville, AR 72712  
Phone: 479-790-6658

Family: Nancy Collom, Kimberly Collom and Bryan Collom

Both Children graduated from Bentonville High School

Employment: Diamond Foods, San Francisco, CA - Senior Vice President of Sales

Education: Masters of Business Administration: Wilmington College, Wilmington, DE  
BS Business Administration: Wesley College, Dover DE

Past President and current board member of the Boys and Girls Club of Benton County and the Cancer Challenge

Elder First Presbyterian Church, Bentonville

Thank you for your consideration, please let me know if you need any other information.

Drew Collom