



**Finance Committee
Meeting Agenda
December 12, 2023
4:30 PM
City Council Chambers**

City Council Members:

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

*If the public would like to attend virtually, please log on at the following link: <https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09>

Call to Order/Roll Call

City Council Items To Be Considered

- 1. Section I Item 7 on City Council Agenda: Resolution**
Recognizing a Grant from the
Bentonville Moves Coalition & City
Thread
The Fire Department would like to recognize a \$2,500.00 grant received from the Bentonville Moves Coalition and City Thread. This grant will be used to design conceptual renderings of a "Safety Town" concept for the City of Bentonville. A Budget Adjustment will be needed to recognize and allocate funds.
- 2. Section I Item 8 on City Council Agenda: Resolution**
Budget Adjustment to Reallocate
Operating Funds for Bentonville Animal
Services
Resolution approving a budget adjustment in the amount of \$26,514.36, allocating funds from account #105060-42090 Other Operating Supplies to account #105060-47390 Improvement Other Building/Other for the purchase of a cantilever shade structure for the animal services facility courtyard. A budget adjustment is needed to reallocate budgeted operating funds for this capital item.
- 3. Section I Item 14 on City Council Resolution**
Agenda: Resolution Amending the 2023
Budget Reallocating Funds for Various
Account Deficits

- Approve a Resolution authorizing a budget adjustment from General Fund Reserves and Utility Fund Reserves into various accounts. Reallocating budgeted payroll funds from Sewer to Water addressing forecasted deficits.
4. **Section I Item 15 on City Council** **Resolution**
Agenda: Resolution Obtaining Workers Compensation Insurance for 2024
Approving a Resolution to obtain workers compensation coverage for January 1, 2024 through Key Risk - Berkley Casualty. A Budget Adjustment is needed for the increased coverage cost.
5. **Section I Item 16 on City Council** **Resolution**
Agenda: Bentonville Municipal Airport Grant for Exit Lights for Mid-field Connector
Resolution accepting a grant in the amount of \$12,000.00 from the Walton Family Foundation for exit only lights for the mid-field connector at the Bentonville Municipal airport. A Budget Adjustment is needed to allocate funds.
6. **Section I Item 19 on City Council** **Resolution**
Agenda: HWY 71B/12th St/Tiger Blvd Project - Change Order #3
Resolution allowing the Mayor and City Clerk to authorize Change Order #3 with N.E.C., Inc. for the Tiger Blvd Intersection Improvement Project, in the amount of \$17,820.26. A Budget Adjustment is needed.
7. **Section II Item 9 on City Council** **Resolution**
Agenda: ARDOT Utility Relocation Agreement, ARDOT Project 090512 (Hwy 112)
Resolution authorizing the Mayor and City Clerk to enter into an agreement with the Arkansas State Highway Commission for relocation of utilities associated with ARDOT Project 090512 - Springdale Bypass - Hwy 12 P.E. Route 112, Section 2, Benton County. Utility Board approved this item 5-0. A budget adjustment is required for this project.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

2023 Bentonville Moves Coalition Mini-Grant Recipient

Congratulations! You are the recipient of a \$2500 community mini-grant awarded from a collaboration between Bentonville Moves Coalition and City Thread. We are encouraged that this award will help you build excitement and support for safe, comfortable, and accessible mobility projects in Bentonville.

To accept this grant award, please email this completed form to Kyle Wagenschutz, kyle@citythread.org.

Date: _____

Your Name: _____

Organization Name (if applicable): _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Please select one payment option from below:

Pay By Check

Make Check Payable To:

Mailing Address (if different than above):

Account Type (Checking/Savings):

Account Number:

ABA / Routing Number:

Pay By ACH Electronic Transfer

Name on Account:

Name of Banking Institution:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE BENTONVILLE MOVES COALITION & CITY THREAD IN THE AMOUNT OF TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00); ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Fire Department is awarded grant funds, in the amount of two thousand five hundred dollars (\$2,500.00), from the Bentonville Moves Coalition & City Thread to be used to design conceptual renderings of a “Safety Town” concept; and

WHEREAS, there is no matching provision in this grant.

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

Section 1: The Mayor and City Clerk are hereby authorized to enter into a grant agreement with Bentonville Moves Coalition & City Thread in which Bentonville Fire Department will receive two thousand five hundred dollars (\$2,500.00) in grant funds;

Section 2: The 2023 Budget is hereby adjusted to recognize said grant funds into Account #102020-33810 - Local Grants;

Section 3: The 2023 Budget is further adjusted to appropriate said grant funds into Account #102020-47390 – Improvements Other than Bldg/Other;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

**A RESOLUTION AMENDING THE 2023 BUDGET REALLOCATING
OPERATION FUNDS FOR THE BENTONVILLE ANIMAL SERVICES IN THE
AMOUNT OF TWENTY-SIX THOUSAND FIVE HUNDRED FOURTEEN
DOLLARS AND THIRTY-SIX CENTS (\$26,514.36); FOR THE PURCHASE OF
A CANTILEVER SHADE STRUCTURE; AND FOR OTHER PURPOSES.**

WHEREAS, the Bentonville Animal Services seeks City Council approval of a budget adjustment to reallocate operating funds from one account to another; and

WHEREAS, due to savings from the current budget, these funds are available to transfer and cover the purchase a needed cantilever shade structure for the animal services courtyard.

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

Section 1: The 2023 Budget is adjusted to appropriate twenty-six thousand five hundred fourteen dollars and thirty-six cents (\$26,514.36) from Account #105060-42090 Other Operating Supplies into Account #105060-47390 – Improvement Other Building/Other;

Section 2: This budget adjustment will cover the purchase of a cantilever shade structure for the animal services courtyard in the amount of twenty-six thousand five hundred fourteen dollars and thirty-six cents (\$26,514.36);

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this ____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution	Informational	

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

RESOLUTION NO. _____

A RESOLUTION ADJUSTING THE 2023 BUDGET TO APPROPRIATE ONE HUNDRED ONE THOUSAND DOLLARS (\$101,000.00) FROM UTILITY FUND RESERVES INTO VARIOUS ACCOUNTS; APPROPRIATING TWENTY THOUSAND DOLLARS (\$20,000.00) FROM GENERAL FUND RESERVES INTO VARIOUS ACCOUNTS; REALLOCATING FORTY-SEVEN THOUSAND DOLLARS (\$47,000.00) OF BUDGETED FUNDS FROM VARIOUS SEWER PAYROLL ACCOUNTS TO VARIOUS WATER PAYROLL ACCOUNTS; AND FOR OTHER PURPOSES.

WHEREAS, due to workforce changes, there are various forecasted deficits for the 2023 budget; and

WHEREAS, reallocating budgeted payroll funds and adjusting the budget to appropriate in funds from General Fund Reserves and Utility Fund Reserves will solve this issue.

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

Section 1: The 2023 Budget is adjusted to appropriate one hundred one thousand dollars (\$101,000.00) from Utility Fund Reserves into various accounts as listed in Exhibit “A”;

Section 2: The 2023 Budget is further adjusted to appropriate twenty thousand dollars (\$20,000.00) from General Fund Reserves into Account #105030-41310 – Overtime Wages, as shown in Exhibit “A”;

Section 3: The 2023 Budget is further adjusted to reallocate forty-seven thousand dollars (\$47,000.00) from various budgeted Sewer accounts to various Water accounts as listed in Exhibit “B”;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK

Exhibit "A"			
Payroll Budget Reserve Funding			
Account Number	Account Description	Expense	Revenue
105030-41310	Overtime Wages	20,000.00	
	Total Funding from General Fund Reserves	20,000.00	
503010-41010	Full Time Salaries/Wages	45,000.00	
503010-41810	Retirement - APERS	8,000.00	
503030-41310	Overtime Wages	9,000.00	
503030-41510	FICA and Medicare Expense	11,000.00	
503030-41810	Retirement - APERS	20,000.00	
503520-41710	Health Insurance	5,500.00	
503520-41810	Retirement - APERS	2,500.00	
	Total Funding from Utility Fund Reserves	101,000.00	

Exhibit "B"			
Payroll Budget Reallocation			
Account Number	Account Description	Expense	Revenue
503020-41010	Full Time Salaries/Wages	10,000.00	
503020-41510	FICA and Medicare Expense	5,000.00	
503020-41620	Workers' Compensation	8,000.00	
503020-41712	H.S.A. Contribution	11,000.00	
503020-41940	Vehicle Allowance	13,000.00	
	Total Water Budget Addition	47,000.00	
503040-41010	Full Time Salaries/Wages	(10,000.00)	
503040-41510	FICA and Medicare Expense	(4,000.00)	
503040-41710	Health Insurance	(18,000.00)	
503040-41712	H.S.A. Contribution	(10,000.00)	
503040-41810	Retirement - APERS	(5,000.00)	
	Total Sewer Budget Reduction	(47,000.00)	



City of Bentonville, Arkansas Agenda Item Form

Item Details

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Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

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Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	Expense	\$	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KEY RISK – BERKLEY CASUALTY, FOR WORKERS COMPENSATION INSURANCE; AMENDING THE 2024 BUDGET TO APPROPRIATE EIGHTY-SIX THOUSAND EIGHT HUNDRED THIRTY-SIX DOLLARS AND TWELVE CENTS (\$86,836.12) FROM GENERAL FUND RESERVES TO VARIOUS ACCOUNTS COVERING THE INCREASE IN COST; AND FOR OTHER PURPOSES.

WHEREAS, the City’s current workers compensation insurance expires at the end of this year;

WHEREAS, Key-Risk – Berkley Casualty has been selected to provide this coverage in 2024;

WHEREAS, though this was a budgeted item for 2024, there is an increased cost with the new coverage provider necessitating a budget adjustment.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Key Risk – Berkley Casualty for workers compensation coverage for 2024;

Section 2: The 2024 Budget is adjusted to appropriate eighty-six thousand eight hundred thirty-six dollars and twelve cents (\$86,836.12) from General Fund Reserves into various accounts as listed on Exhibit “A”;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK

Budget Adjustment - Exhibit "A"

Account Number (Org/Object)	Description	Amount
101010-41620	Workers Compensation	\$70.90
101020-41620	Workers Compensation	\$84.72
101030-41620	Workers Compensation	\$41.94
101040-41620	Workers Compensation	\$466.82
101050-41620	Workers Compensation	\$145.30
101210-41620	Workers Compensation	\$72.45
101620-41620	Workers Compensation	\$1,286.43
101630-41620	Workers Compensation	\$1,332.37
102010-41620	Workers Compensation	\$16,695.10
102020-41620	Workers Compensation	\$28,137.31
503010-41620	Workers Compensation	\$6,758.72
503020-41620	Workers Compensation	\$4,319.86
503030-41620	Workers Compensation	\$3,016.13
503040-41620	Workers Compensation	\$2,947.11
503520-41620	Workers Compensation	\$351.89
503530-41620	Workers Compensation	\$742.76
203810-41620	Workers Compensation	\$6,395.69
105020-41620	Workers Compensation	\$2,766.55
105030-41620	Workers Compensation	\$10,614.95
105050-41620	Workers Compensation	\$167.99
105060-41620	Workers Compensation	<u>\$421.13</u>
		\$86,836.12



City of Bentonville, Arkansas Agenda Item Form

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Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

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Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

WALTON FAMILY FOUNDATION



[Date]

Mayor Stephanie Orman
City of Bentonville
305 SW A Street
Bentonville, AR 72712

RE: Grant 00110320

Dear Mayor Orman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$12,000.00 to the City of Bentonville ("Grantee"). The project term will be [Date] to June 2024. This grant is at the recommendation of Steuart Walton and Tom Walton and is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to support the installment of exit lights at Bentonville's municipal airport. 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: \$12,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$12,000.00	Upon signature and return to the Foundation of this grant agreement	On or around [Date]

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.
4. **Accounting:**
 - a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
 - b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the

Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with 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).

[Reporting schedule to be determined.]

All reports will be submitted electronically using the Foundation's online grants management system. Any questions regarding this process should be addressed to your contact listed in the Contact paragraph of this document, or by emailing smartsimplehelp@wffmail.com. Please reference Grant 00110320 on all communication.

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

6. **Representations:** Grantee represents and warrants to the Foundation that:
 - a. Grantee is an organization in good standing, is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or 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.
 - d. Grantee does not support, directly or indirectly, terrorist activities or violence of any kind, and takes reasonable steps to ensure that:
 - i. Grantee's board, staff and volunteers have no dealings with, and do not support, terrorist activities or violence of any kind, and
 - ii. grant funds will not ultimately be used to support terrorist activities or violence of any kind.
7. **Anti-Discrimination:** It is the Foundation's expectation that, in the application of Foundation's funds, Grantee will encourage equal opportunities for all and will not use the Foundation's funds to promote or engage in: exploitation, abuse, bullying, harassment, criminal acts of violence, terrorism, hate crimes, or any behavior which would be considered a violation of federal anti-discrimination laws, which prohibit discrimination on the basis of age, race, national origin, religious beliefs, sex (including

gender, pregnancy, sexual orientation, and gender identity), disability, and veteran status. It is also the Foundation's expectation that Grantee has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding violence, exploitation, abuse, harassment, and discrimination, and other forms of misconduct.

8. **Repayment, Rescission, and/or Termination:** The Foundation, in its sole discretion, may discontinue or suspend funding, rescind payments made, require the return of any unspent funds, or terminate this agreement if any of the following events occur:
 - a. Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;
 - b. Grantee fails to comply with the terms of this agreement, including, but not limited to, failure to submit any required reports on a timely basis;
 - c. There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant;
 - d. Grantee does not use funds for the purpose of this grant;
 - e. The Foundation is not satisfied with the progress of the activities funded by this grant as measured in the performance measures in Appendix A;
 - f. The Foundation determines that Grantee will be unable to achieve the purposes for which the grant was made;
 - g. The Foundation becomes aware of actual or alleged acts or omissions to act by Grantee or one or more of Grantee's directors, officers, employees, volunteers, sub-grantees or contractors which the Foundation believes pose a reputational risk to the Foundation, and for which the Foundation determines Grantee has not taken immediate and effective remedial measures;
 - h. There is an investigation or allegation of unlawful action or gross misconduct by Grantee, any officer, director, trustee, employee, or agent of Grantee, or any organization affiliated with Grantee, and the Foundation, in its sole discretion, determines such investigation or allegation to be credible; or
 - i. The Foundation determines that making any payment, in the judgment of the Foundation, might expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure.

The Foundation will provide notice of any determinations made under this paragraph and, in its sole discretion, may provide Grantee up to 30 days to respond to and resolve the issues identified in the Foundation's notice. However, the determination to suspend funding, terminate, or continue the grant will remain in the Foundation's sole discretion.

9. **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.
10. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal

practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in the Contact paragraph of this document. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted. If publicized or recognized, the grant should be listed as from the "Walton Family Foundation."

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

11. **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.
12. **Contact:** For all communications regarding this grant, your points of contact will be Chad Cox (phone 501-732-0658 or email ccox@runwaynwa.com), Rubicely Monter (phone 479-802-7319 or email rmonter@runwaynwa.com), or Mary Katherine McKinley (phone 870-830-3895 or email mkmckinley@wppg.org). Please reference Grant 00110320 in your communication.

By electronically signing this grant agreement, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this agreement is not completed by [Date], 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,

Stephanie Cornell
Executive Director

ACKNOWLEDGED AND AGREED

By: _____

Mayor Stephanie Orman
City of Bentonville

cc: Debbie Griffin

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00), TO INSTALL EXIT ONLY LIGHTS AT THE BENTONVILLE MUNICIPAL AIRPORT; ADJUSTING THE 2023 BUDGET TO RECOGNIZE AND APPROPRIATE SAID FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Walton Family Foundation is awarding the City twelve thousand dollars (\$12,000.00) to install exit only lights for the mid-field connector at the Bentonville Municipal Airport;

WHEREAS, there is no matching portion for this grant;

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

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

Section 1: The Mayor and City Clerk are authorized to enter into a grant agreement with the Walton Family Foundation, in the amount of twelve thousand dollars (\$12,000.00), for installation of exit only lights for the mid-field connector at the Bentonville Municipal Airport;

Section 2: The 2023 Budget is adjusted to recognize twelve thousand dollars (\$12,000.00) of grant funds into Account #101650-33810 – Local Grants and appropriate the same to Account #101650-47390 – Improvement Other than Building/Other;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, MAYOR

KIRBY ROMINES, CITY CLERK



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue
Account Number (ORG-OBJECT)	Account Description	\$	\$
		Expense	Revenue

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

CHANGE ORDER NO.: 3

Owner: City of Bentonville, Arkansas
Engineer: McClelland Consulting Engrs.
Contractor: NEC, Inc.
Project: Hwy. 71B/12th St./Tiger Blvd. Inters.
Impvts. (Bentonville) (S)

Owner's Project No.: PIIP22-0002
Engineer's Project No.: 14-2160
ARDOT Project No.: 090421

Date Issued: 11.22.2023

Effective Date of Change Order: Date
approved by City Council

The Contract is modified as follows upon execution of this Change Order:

Description:

- Relocate the service point assembly from the northwest corner of the intersection to the southwest corner of the intersection.

Attachments:

- NEC Supporting Cost Breakdown. 11.15.2023

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,426,950.70	Original Contract Times: Substantial Completion: Ready for final payment: August 10 th , 2022
[Increase] [Decrease] from previously approved Change Order No. 1: \$ 323,128.68	[Increase] [Decrease] from previously approved Change Orders No.1 Substantial Completion: N/A Ready for final payment: 112 days
Contract Price prior to this Change Order: \$ 1,750,079.38	Contract Times prior to this Change Order: Substantial Completion: Ready for final payment: November 30 th , 2022
Increase this Change Order: \$ 17,820.26	Increase this Change Order: Substantial Completion: N/A Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 1,767,899.64	Contract Times with all approved Change Orders: Substantial Completion: Ready for final payment: November 30 th , 2022

	Recommended by Engineer (if required)	Accepted by Contractor
By:	J. Strain, P.E.	
Title:	Project Manager	
Date:	11.22.2023	

	Accepted by Owner	Approved by Funding Agency (if applicable)
By:		
Title:		
Date:		

ANALYSIS OF SUPPLEMENTAL AGREEMENT ITEM TO

JOB NO: A090421

FAP No: STUP-9036 (18)

CHANGE ORDER NO: 3

JOB NAME: Hwy 71B / 12th St/ Tiger Blvd Inters. Improvements
OWNER: City of Bentonville ARDATE PREPARED: 11.15.23
PREPARED BY:

CONTRACTOR: NEC, Inc.

LABOR	QUANTITY (HRS)	RATE	AMOUNT
Electrician	30	\$ 51.35	\$ 1,540.50
Electrician Apprentice (2 Men)	60	\$ 35.10	\$ 2,106.00
Laborer	30	\$ 28.60	\$ 858.00
Equipment Operator	30	\$ 42.25	\$ 1,267.50
TOTAL			\$ 5,772.00

MATERIALS	QUANTITY	RATE	AMOUNT
Structural Concrete	1	\$ 227.50	\$ 227.50
Meter Rack	1	\$ 325.00	\$ 325.00
2 Circuit Disconnect	1	\$ 162.50	\$ 162.50
30 Amp Circuit Breaker	2	\$ 39.00	\$ 78.00
Lightning Arrestor	1	\$ 65.00	\$ 65.00
3/4" x 10' Ground Rod w/ Clamp	2	\$ 39.00	\$ 78.00
1/C No. 6 Bare Solid Copper Wire	20	\$ 1.05	\$ 21.06
1/C No. 6 Electrical Conductor	705	\$ 1.09	\$ 769.86
1/C No. 8 Electrical Conductor	235	\$ 0.85	\$ 198.58
2" GRC 2-Hole Conduit Strap	2	\$ 4.55	\$ 9.10
3" Unistrut Conduit Strap	2	\$ 6.50	\$ 13.00
2" Galv Steel Conduit	16	\$ 11.70	\$ 187.20
3" - 2" Reducer Coupling	2	\$ 48.10	\$ 96.20
2" PVC Schedule 40	45	\$ 4.55	\$ 204.75
2" PVC Elbow	8	\$ 3.51	\$ 28.08
2" PVC Coupling	8	\$ 0.91	\$ 7.28
3" PVC Schedule 40	30	\$ 7.15	\$ 214.50
3" PVC Schedule 80	10	\$ 9.75	\$ 97.50
3" PVC Coupling	4	\$ 2.21	\$ 8.84
3" PVC Elbow	2	\$ 10.60	\$ 21.19
3" HDPE Conduit	60	\$ 3.25	\$ 195.00
3" HDPE-PVC Connector	2	\$ 26.00	\$ 52.00
TOTAL			\$ 3,060.14

EQUIPMENT	QUANTITY	RATE	AMOUNT
Foreman Truck	29	\$ 35.22	\$ 1,021.29
Crew Truck	29	\$ 46.19	\$ 1,339.48
Mini Excavator	29	\$ 84.50	\$ 2,450.50
Utility Trailer	29	\$ 9.79	\$ 283.88
Skid w/ Auger	29	\$ 48.75	\$ 1,413.75
TOTAL			\$ 6,508.91

SUMMARY

Labor	\$ 5,772.00
Plus	\$ 1,154.40 (20% maximum on labor)
Taxes & Ins	\$ 865.80
Materials	\$ 3,060.14
Plus	\$ 459.02 (15% maximum on materials)
EQUIPMENT	\$ 6,508.91

\$ 17,820.26 +
(TOTAL)

\$ 1.00 = \$ 17,820.26
(QUANTITY) (UNIT PRICE)

N.E.C., INC.
COMPANY

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CHANGE ORDER TO THE AGREEMENT WITH NEC, INC. TO COVER
EXTENDED CONSTRUCTION COST AT THE INTERSECTION OF WALTON
BOULEVARD AND 12TH STREET/TIGER BOULEVARD; ADJUSTING THE 2023
BUDGET TO APPROPRIATE SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY
DOLLARS AND TWENTY-SIX CENTS (\$17,820.26) FROM STREET FUND RESERVES
TO ACCOUNT #203810-47380 - STREET CONSTRUCTION; AND FOR OTHER
PURPOSES.**

WHEREAS, the City of Bentonville previously entered into an agreement with NEC, Inc. for construction services related to the Hwy. 71B / 12th St. / Tiger Blvd. Intersection Improvements;

WHEREAS, a change order is required to cover extended construction costs within the intersection; and

WHEREAS, a budget adjustment in the amount of seventeen thousand eight hundred twenty dollars and twenty-six cents (\$17,820.26) from Street Fund Reserves to Account #203810-47380 - Street Construction will fund this change order.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into a change order to the contract with NEC, Inc. to cover extended construction cost for the Walton Boulevard and 12th Street/Tiger Boulevard Improvement Project;

Section 2: Adjusting the 2023 Budget to appropriate seventeen thousand eight hundred twenty dollars and twenty-six cents (\$17,820.26) from Street Fund Reserves to Account #203810-47380 - Street Construction, to fund this change order;

Section 3 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 4 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

KIRBY ROMINES, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:		Submitted By:	
Phone:		For Department(s):	
Email:			

Item Type (Check all that apply)

Informational	Bid Award	Enter into an Agreement	Change Order
Recognizing Funds	Budget Adjustment	Waiver of Bid	Emergency Clause
Ordinance	Resolution		Informational

Title, Recommendation & Justification

Title:	
Action Recommendation & Justification:	
Additional Comments for Consideration (Optional):	

Amount for Approval:	\$
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Budget Impact

Is this Item Budgeted? YES NO ITEM HAS NO COST OTHER: _____

Budget Adjustment (to be completed by Finance when applicable)

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$

Fund(s) Impacted

(check all that apply)

General Fund Utility Fund Street Fund Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 090512 (Utilities) County Benton
Federal Aid Project CMF-0004(74) Route 112 Section 2
Job Location Springdale Bypass - Utility Owner Bentonville Water
Hwy. 12 P. E.

THIS AGREEMENT, made and entered into this _____ day of _____, 20 _____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the **Bentonville Water of Bentonville, AR** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **99.53%** eligible for reimbursement for the total cost which is estimated to be **\$24,015,418.48** of which **\$23,902,546.01** is to be paid by the Department and **\$112,872.47** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **395 calendar** days and complete within **365 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

Bentonville Water**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Stephanie Orman
Name (Typed or Printed)

(For) Director

Mayer
Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Kirby Romines
Name (Typed or Printed)

City Clerk
Title

Signature

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning 12,696LF of 48" water main complete with appurtenances. Restore service by installing 14,522LF of 48" water main complete with appurtenances. Of the 12,696LF being abandoned 12,636 is on private property; therefore, the reimbursement factor is $12,636/12,696=99.53\%$.

The Department has agreed, under Section 14.1 of the Department's Utility Accommodation Policy, to authorize the advancement of reimbursement payments for the Preliminary Engineering and Construction phases of the Owner's relocation activity..

Owner will perform work with contract forces through competitive bids.

Summary of Cost

Preliminary Engineering	\$	755,477.00
Construction Cost	\$	20,574,200.00
Easement Acquisition	\$	2,685,741.48
TOTAL COST	\$	24,015,418.48

Reimbursable Cost $\$24,015,418.48 \times 99.53\% = \$23,902,546.01$



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

November 6, 2023

Mike Bender
Bentonville Water
3200 SW Municipal Dr.
Bentonville, AR 72712

RE: Job 090512 (Utilities)
CMF-0004(74)
Springdale - Hwy. 12 P. E.
Route 112 Section 2
Benton County

Dear Mr. Bender:

The estimate of cost and plans covering your proposed adjustments on the referenced job have been reviewed and an agreement prepared in accordance with the proposal. The original and one (1) copy of the agreement are enclosed for your review and execution.

This agreement has been prepared on the Department's standard utility relocation agreement. Reimbursement will be made on the actual cost payment procedure. If reimbursement is being sought, materials used are to be in compliance with Buy America and Build America, Buy America provisions under guidelines of 23 U.S.C. 313, CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA).

Attached is a certification of compliance for the above mentioned Buy America provision, please sign and return with the signed and witnessed original agreement to this office for further handling. The extra copy is for your file until you receive the approved agreement and Work Order Letter. The adjustment work must not be started prior to authorization from this office.

Sincerely,


Chad Coats
Utilities Specialist
Utilities Section
Right of Way Division

Enclosures
C: "C" file

**ARKANSAS DEPARTMENT OF TRANSPORTATION
BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date: _____,
20_____

WE, _____
(Utility Company)

Address _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and CFR 635.410 of this project.

Job
Number: _____

Job Name: _____

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance; if we do not provide the records and documents during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by: _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____,
_____.

(Notary Public/Justice of the Peace)

My Commission
Expires: _____

**ARKANSAS DEPARTMENT OF TRANSPORTATION
BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date: _____,
20_____

WE, _____
(Utility Company)

Address
:

Hereby certify that we are in compliance with the "Build America, Buy America" (BABA) requirements of the Infrastructure Investment and Jobs Act (IIJA) of this project.

Job
Number: _____

Job Name: _____

As required by the IIJA we certify that all "construction materials" included in this project comprised of an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Signed by: _____ Title
: _____
(Officer of Organization)

Subscribed and sworn to before me this _____ day of _____,
_____.

(Notary Public/Justice of the Peace)

My Commission
Expires: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ARKANSAS STATE HIGHWAY COMMISSION FOR RELOCATION OF UTILITIES ASSOCIATED WITH ARDOT PROJECT 090512; IN THE AMOUNT OF TWENTY-FOUR MILLION FIFTEEN THOUSAND FOUR HUNDRED EIGHTEEN DOLLARS AND FORTY-EIGHTS CENTS (\$24,015,418.48); AMENDING THE 2023 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville wishes to engage a professional agreement for relocation of utilities associated with ARDOT Project 090512, Springdale Bypass, Hwy 12 P.E. Route 112, Section 2, Benton County;

WHEREAS, this project is eligible for reimbursement in the amount of twenty-three million nine hundred two thousand five hundred forty-six dollars and one cent (\$23,902,546.01) to be paid by ARDOT; and

WHEREAS, a budget adjustment is required to fund this agreement.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a Professional Services Agreement with Arkansas State Highway Commission, for relocation of utilities associated with ARDOT Project 090512, in an amount not to exceed twenty-four million fifteen thousand four hundred eighteen dollars and forty-eight cents (\$24,015,418.48);

Section 2: The 2023 budget is hereby adjusted to appropriate twenty-three million two hundred fifty-nine thousand nine hundred forty-one dollars and forty-eight cents (\$23,259,941.48) from Account #503020-33410 State Capital Grant to Account #503020-47320 Improvements Other – Water Improvements;

Section 3: The 2023 budget is further adjusted to appropriate one hundred twelve thousand eight hundred seventy-two dollars and forty-seven cents (\$112,872.47) from Utility Fund Reserves to Account #503020-47320 - Improvements Other - Water Improvements;

Section 4 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this _____ day of _____, 2023.

APPROVED:

Stephanie Orman, MAYOR

ATTEST:

Kirby Romines, CITY CLERK