



**Finance Committee
Meeting Agenda
March 12, 2024
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

Items For Discussion

- Section I Item 10 on the City Council** **Ordinance***
Agenda: Ordinance approving 2024
Public Transit Agreement with Ozark
Regional Transit Service

Ordinance allowing the approval of an agreement with Ozark Regional Transit Service in the amount of \$530,000.00 to provide transit service to Bentonville citizens for the 2024 calendar year and waiving the requirement of competitive bidding. No Budget Adjustment is needed.

City Council Items To Be Considered

- Section I Item 3 on the City Council** **Resolution**
Agenda: Resolution authorizing Dell
Data Storage Support Renewal for
Police Department

Authorizing an agreement with Heartland Business Systems for Dell Unity Storage System Support Renewal through participation in TIPS Contract #220105. A budget adjustment is needed to transfer already budgeted funds into the correct expense account.

- Section I Item 5 on the City Council** **Ordinance***
Agenda: Ordinance to request Waiver of
Bid to Purchase Investigation
Equipment from TriMech Solutions LLC

Approval of an ordinance to waive competitive bidding to purchase police investigative equipment from TriMech Solutions, LLC. No budget adjustment is needed.

3. **Section I Item 6 on the City Council** **Resolution**
Agenda: Resolution and Budget
Adjustment to accept a US DOJ Grant
for Police Equipment
Resolution and budget adjustment recognizing a US Department of Justice BJA FY23 Edward Byrne Memorial Justice Assistance grant in the amount of \$13,342.00. A budget adjustment is needed to accept grant funds.
4. **Section I Item 7 on the City Council** **Resolution**
Agenda: Resolution Accepting \$6,450.00
in Grant Funds from the Fire-Wise
Program
Accepting Fire-Wise grant funds into a Fire Training account for the purchase of three fire resistive training manikins. A budget adjustment is needed to accept grant funds.
5. **Section I Item 16 on the City Council** **Resolution**
Agenda: Resolution Expressing the
Willingness of The City of Bentonville to
Utilize Federal TAP Funds
The Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail. No budget adjustment is needed.
6. **Section I Item 17 on the City Council** **Resolution**
Agenda: Recognizing a Grant from
Walmart Corporate for the E-Bike
Rebate Program
Council approval of a grant award and budget adjustment from Walmart Corporate, in the amount of \$750,000.00, for an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed and will follow on the next agenda item.
7. **Section I Item 18 on the City Council** **Resolution**
Agenda: Resolution recognizing a Grant
from the Walton Family Foundation for
E-Bike Program
Council approval of a Grant Award and Budget Adjustment, in the amount of \$1,500,000.00, to contribute to an E-Bike Rebate Program for Bentonville residents. A budget adjustment is needed to recognize and appropriate funds.
8. **Section I Item 19 on the City Council** **Resolution**
Agenda: Resolution to enter Agreement
with Aptim to be Administrator of the E
Bike Rebate Program
Resolution authorizing the Mayor and City Clerk to enter into agreement with Aptim for the Administration of an E Bike Rebate Program for Bentonville Residents. No budget adjustment is needed.

9. **Section II Item 1 on the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-24-17 for Electric Wire
Award a bid for secondary wire of various size to the low bidder of each size. Approved by Utility Board 5-0. No budget adjustment is needed.
10. **Section II Item 2 on the City Council** **Resolution**
Agenda: Resolution to Purchase a Backyard Machine through Sourcewell for \$234,696.99
Authorizing the purchase a backyard machine from Global Rental Co., Inc., through participation in the Sourcewell Cooperative (Co-Op) contract 062320-ALT, for \$234,696.99. Approved by Utility Board 5-0. No budget adjustment is needed.
11. **Section II Item 3 on the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB 24-12 to Ground Zero Construction for Warehouse Paving
Authorizing awarding IFB 24-12, for the Warehouse Paving, to Ground Zero Construction for \$228,117.00. Approved by Utility Board 5-0. A budget adjustment is not needed.
12. **Section II Item 4 on the City Council** **Resolution**
Agenda: Resolution to Award Bid IFB-24-05 to Hansen's Tree Service for Compost Grinding
Approval of a Resolution to award bid IFB-24-05 to Hansen's Tree Service in the amount of \$650.00/hour for green waste grinding at the Compost Facility. Item Passed Utility Board 5-0. No budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

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

Item Type (Check all that apply)

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

Title, Recommendation & Justification

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

Amount for Approval:	\$
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Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

General Fund

Utility Fund

Street Fund

Other(s): _____

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

AGREEMENT FOR CITY OF BENTONVILLE TRANSIT SERVICES

WHEREAS, Ozark Regional Transit (ORT), is a public transit authority organized and existing pursuant to A.C.A 14-334-101 et. seq., and,

WHEREAS, the City of Bentonville, Arkansas (City) is a member of said authority; and,

WHEREAS, ORT has been providing public transportation to the citizens of the City; and,

WHEREAS, the City has agreed to provide funding for transit services from its General Fund; and,

WHEREAS, the funding sources for services are as follows:

Total Service Cost (including connectivity)	\$1,473,221.00
Federal Share	\$190,068.00
City Share	\$530,000.00
Fare Income Estimate	\$11,506.00
WFF Grant	\$741,647.00

WHEREAS, the 2024 Federal Share of funding allocated through 49 USC 5307 Urbanized Area Formula Grants is estimated to be 3% more than the 2023 posted apportionments and is split locally in the following manner:

Federal Allocation Total	\$3,558,783.00
Razorback Transit Share (45%)	\$1,555,102.00
Ozark Regional Transit Share (55%)	\$1,900,681.00
Fayetteville Share	\$767,305.00
Springdale Share	\$675,502.00
Rogers Share	\$267,806.00
Bentonville Share	\$190,068.00

WHEREAS, the City is agreeable to such.

NOW, THEREFORE, IT IS AGREED:

1. ORT will continue to provide services to the citizens of the City of Bentonville as has been traditionally provided in the past.
2. For the sum of \$530,000.00 ORT will provide services as follows:
 - a. 3 vehicles providing On Demand transit services within the City and within the boundaries of the attached schedule identified as Exhibit "A" from January 1, 2024 to on/or about March 31, 2024.
 - b. 4 vehicles providing both Fixed Route transit services and On Demand transit services and within the boundaries of the attached schedule identified as Exhibit "B" and map identified as Exhibit "C" from on/or about March 31, 2024 through December 31, 2024.
 - c. Associated ADA Para-Transit services.
3. If the City's share of the state sales tax enacted pursuant to Amendment 91 tax generates more than the amount necessary to cover the funding agreed to, any such overage will be retained by the City. If the

anticipated revenue is less than \$530,000.00 then the City shall pay the difference from other funding sources.

4. The revenue of \$530,000.00 referred to herein as the City's share shall be remitted in quarterly installments. The quarterly installments of \$132,500.00 shall be billed by ORT.
5. ORT, with input and coordination with City staff, will manage the installation and removal of bus stop locations, bus stop signage, shelter placement, and bench placement when necessary.
6. The term of this Agreement shall be from January 1, 2024, through December 31, 2024; however, said Agreement may be terminated by either party upon sixty (60) days written notice.
7. ORT shall make monthly reports to the City and furnish any and all information requested by the City.
8. In the event of a performance failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Agreement, the City may withhold sums otherwise due to Provider that are specifically for the service that was not performed in accordance with the Agreement, until correction of the performance failure is confirmed. In the event that Provider fails to correct the performance failure within forty-eight (48) hours of being notified, or if the Provider fails to correct the performance failure in a manner which brings the work into specification as approved by the City's contact, the City reserves the right to cancel the Agreement immediately.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the _____ day of _____, 20__

Ozark Regional Transit

City of Bentonville, Arkansas

By: _____
Joel Gardner
Executive Director
Ozark Regional Transit

By: _____
Stephanie Orman
Mayor, City of Bentonville, Arkansas

Exhibit A 2024 ODT	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours
ODT 1	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-2400	17	1200-2400	12
ODT 2	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-1830	11.5	0700-2400	17	1200-2400	12
ODT 3	0700-1830	8	0700-1830	8	0700-1830	8	0700-1830	8	0700-1830	8		
ADA PT	0700-1700	10	0700-1700	10	0700-1700	10	0700-1700	10	0700-1700	10	0	0
RTE 490		2		2		2		2		2		
Daily Svc Hours		43		43		43		43		54		24
Weekly Hours		250										
Annual Hours		12640										

Exhibit B	2024 BRC Share	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
		Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours	Time	Hours
	V1	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-2300	17	1200-2400	12
	V2	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-2300	17	1200-2400	12
	V3	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12		
	V4	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12	0600-1800	12		
	ADA PT	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5	0700-1530	8.5		
	RTE 490		2		2		2		2		2		
	Daily Svc Hours		58.5		58.5		58.5		58.5		68.5		24
	Weekly Hours	326.5											
	Annual Hours	16618											

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF TRANSIT SERVICE WITHIN THE CITY OF BENTONVILLE; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIVE HUNDRED THIRTY THOUSAND DOLLARS (\$530,000.00), WITH OZARK REGIONAL TRANSIT FOR THIS PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Transportation Department wishes to enter into an agreement with Ozark Regional Transit for public transit services within the City of Bentonville;

WHEREAS, Ozark Regional Transit is the sole provider for such service in the area and bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Ozark Regional Transit for the public transit service within the City of Bentonville, in an amount not to exceed five hundred thirty thousand dollars (\$530,000.00);

Section 2: This purchase will be made using budgeted funds;

Section 3: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of public transit services for the Bentonville Transportation Department;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance 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 Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

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
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

Dell Unity Renewal 01/24-01-25

Quote #329849 v1

Prepared For:

Bentonville, City ofDon Chase
1000 SW 14th Street
Bentonville, AR 72712

P: (479) 271-3127

E: don.chase@bentonville.arkansas.gov

Prepared By:

Fayetteville, AR OfficeJennifer Bricker
3775 N Mall Ave Suite 4
Fayetteville, AR 72703

P: 4793326945

E: jbricker@hbs.net

Date Issued:

02.08.2024

Expires:

02.29.2024

Dell Unity Support Renewal		Price	Qty	Ext. Price
APM0018413349	Dell Unity ProSupport Plus 4HR/MC Hardware Support Contract Dates: 1/21/24-1/20/25 Serial number: APM00184133492	\$34,238.76	1	\$34,238.76
Customer understands that all orders for Dell are final when accepted by Dell. No cancellations, returns, exchanges or refunds are allowed.				
Subtotal				\$34,238.76

TIPS	Price	Qty	Ext. Price
TIPS Contract #220105			

Quote Summary		Amount
Dell Unity Support Renewal		\$34,238.76
Subtotal:		\$34,238.76
Estimated Tax:		\$3,252.69
Total:		\$37,491.45

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2020.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over the version on the website. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2023.v3.0

Acceptance

Fayetteville, AR Office**Bentonville, City of**

Jennifer Bricker

Signature / Name

02/08/2024

Date

Signature / Name

Initials

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH HEARTLAND BUSINESS SYSTEMS, LLC, FOR DELL UNITY STORAGE SYSTEM SUPPORT RENEWAL, IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND FORTY-FIVE CENTS (\$37,491.45); ADJUSTING THE 2024 BUDGET TO TRANSFER FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Information Technology Department requests to enter into an agreement with Heartland Business Systems, LLC for Dell Unity Storage System Support Renewal for the Bentonville Police Department;

WHEREAS, the City procures this service under The Interlocal Purchasing System (TIPS) contract #220105 which has been approved by the Purchasing Manager; and

WHEREAS, a budget adjustment in the amount of eighteen thousand four hundred ninety-one dollars and forty-five cents (\$18,491.45) from Account #102010-47520 - Capital Computer Equipment to Account #102010-43310 – Technical/Data Processing is needed to fund this renewal.

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 an agreement with Heartland Business Systems, LLC for the purchase of Dell Unity Storage System Support Renewal, in an amount not to exceed thirty-seven thousand four hundred ninety-one dollars and forty-five cents (\$37,491.45);

Section 2: Due to this purchase being procured under TIPS contract which has already been bid and is allowable by State law and the City's Purchasing Policy, the requirements of competitive bidding do not apply;

Section 3: Adjusting the 2024 Budget to appropriate eighteen thousand four hundred ninety-one dollars and forty-five cents (\$18,491.45) from Account #102010-47520 - Capital Computer Equipment to Account #102010-43310 – Technical/Data Processing to fund this renewal;

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 _____, 2024.

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



POLICE DEPARTMENT

908 SE 14TH STREET
BENTONVILLE, AR 72712
479-271-3170 FAX 479-271-3187

MEMORANDUM

TO: City Council and Mayor Stephanie Orman
FROM: Ray Shastid, Chief of Police
DATE: March 12, 2024
SUBJECT: Artec LEO 3d Scanner (ordinance- waiver of bid with emergency clause)

Please accept this letter as explanation of intended use and department need for a waiver of bid regarding the Artec Leo. It should be noted this item can be purchased using the General Services Administration (GSA) Cooperative (Co-op); however, pricing from a vendor was cheaper than the use of the GSA Co-Op and included all equipment, training, and warranties.

The Artec LEO is a handheld laser scanner capable of rendering a three dimensional image of small to medium crime scenes and serious or fatal motor vehicle collisions. Standard practice of manually processing investigation scenes (utilizing photographs and manual measurements) are useful, however, are subject to a sometimes critical but unavoidable margin of error, and often can only be captured once per scene. Manual measurements also introduce the possibility of accidental scene contamination or alteration and are incredibly time consuming. Additionally, many scenes are subject to uncontrollable contamination (weather, traffic, etc). As technology continues to increase, the police department strives to increase efficiency and accuracy in investigations.

The Artec Leo utilizes Three Dimensional laser scanning technology with a 0.01 mm accuracy, at a 0.029mm resolution. Scenes can be captured with the 3d scanner more quickly, and once captured, measurements can be done an infinite number of times, from any points and angles utilizing the software with a higher degree of accuracy than by hand on scene.

The completed rendering is presentable in court and can give the court a more accurate visual representation of the scene, with accurate and repositionable perspective allowing a clearer understanding of the scene than can be understood with current methods being used by our department.

This device will greatly improve this department's ability to serve it's community by saving time, while increasing accuracy in both serious criminal investigations as well as more serious motor vehicle accident investigations, specifically those involving severe bodily injury or death.

This request is for an approval of a waiver of competitive bidding based on lowest pricing obtained. It is neither practical or feasible to solicit competitive bids for this device.

The police department budgeted \$58,948.24 for this item. The total price to include equipment, training, taxes and warranties is in the amount of \$50,650.05. This is a budgeted item- no budget adjustment is needed.



Company Address 4991 Lake Brook Drive, Suite 300
Glen Allen, VA 23060
US

Created Date 2/14/2024
Expiration Date 3/14/2024
Proposal Number 00060753

Prepared By Wayne Merson
Phone +1(804)767-7664
Email wayne.merson@trimech.com

Contact Name Ryan Suedel
Terms Net 30

Bill To Name Bentonville : Police Department
Bill To 908 Southeast 14th Street
Bentonville, AR 72712

Ship To Name Bentonville : Police Department
Ship To 908 Southeast 14th Street
Bentonville, AR 72712

Product Code	Line Item Description	Quantity	Sales Price	Total Price
LEO-PREMIUM	Artec Leo Premium Pack Includes:			
	- Leo			
	- Calibration kit			
	- Battery x 2	1.00	USD 46,117.75	USD 46,117.75
	- Battery charger			
	- Extended warranty x 3 (5 years in total)			
AS-ART-Shipping	- Artec Studio - 1 license, 5 years subscription			
	- Artec Care contract for 5 years			
AS-ART-Shipping	Shipping of Artec Scanner	1.00	USD 138.00	USD 138.00
TRN-SCN-ART	Artec Scanner Training (1/2 day training - 4 hours)	1.00	USD 0.00	USD 0.00
Subtotal			USD 46,255.75	
Total Price			USD 46,255.75	
Tax			USD 4,394.30	
Grand Total			USD 50,650.05	

TERMS and CONDITIONS of SALE

1. Any Purchase Order(s) or other statement of intent to purchase any products, any direction to proceed with shipment of any products, any deposit made with respect to any products, or any acceptance of any products shall constitute Purchaser's agreement to these Terms and Conditions of Sale.
2. The Proposal expires 20 days from the date of Proposal (unless otherwise noted above).
3. Any applicable taxes not specified on this quotation will be the responsibility of the Purchaser.
4. Interest charges of 1.5% per month will apply to any delinquent accounts past due. Purchaser shall pay all costs and expenses incurred by TriMech in connection with any debt recovery efforts on delinquent accounts, including, without limitation, reasonable attorneys' fees and expenses and all court costs.
5. Terms: 50% Down, Net 15 (unless otherwise noted above).
6. Credit cards accepted include American Express, VISA, Discover and MasterCard; subject to a 2% convenience fee based on total purchase amount.
7. Training must be paid, or purchase order received, before class start date. Training is valid for one year from purchase date.
8. Any student cancellation or rescheduling of classes are subject to a non-refundable \$150 rescheduling fee. No rescheduling will be accepted less than four (4) business days prior to the scheduled training class.
9. The Quotation together with these Terms and Conditions of Sale embody the entire agreement and understanding between TriMech and Purchaser relating to the subject matter hereof and supersede all prior agreements and understandings related to such subject matter. This agreement cannot be modified except in a writing signed by both parties.
10. This agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Virginia without reference to its choice of law provisions.
11. TriMech and Purchaser irrevocably consent to the jurisdiction and venue of the Henrico County, Virginia state courts and United States District Court for the Eastern District of Virginia, Richmond Division.
12. The issuance of the Quotation is expressly conditioned upon and subject to these Terms and Conditions of Sale. Any additional or different terms or conditions set forth in Purchaser's Purchase Order(s) or similar communication, even if presented after Purchaser's receipt of these Terms and Condition, are objected to and will not be binding upon TriMech unless specifically agreed to in writing by an authorized representative of TriMech.
13. Tax jurisdiction, sales and use tax brackets and changes state and local rules and regulations may impact sales and use tax charged on actual invoice.

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE PURCHASE OF INVESTIGATION EQUIPMENT FOR THE BENTONVILLE POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT, NOT TO EXCEED FIFTY THOUSAND SIX HUNDRED FIFTY DOLLARS AND FIVE CENTS (\$50,650.05), WITH TRIMECH SOLUTIONS LLC. FOR THIS PURCHASE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department requests to purchase an Artec LEO 3D Scanner including all equipment, training, and warranties;

WHEREAS, Trimech Solutions LLC. is the only provider for this equipment in the region that offers the lowest pricing; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Trimech Solutions LLC., for the purchase of investigation equipment for the Bentonville Police Department, in an amount not to exceed fifty thousand six hundred fifty dollars and five cents (\$50,650.05);

Section 2: This purchase will be made using budgeted funds;

Section 3: Because this vendor is the only provider, offering this price, in this region, an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of investigation equipment for the Bentonville Police Department;

Section 4 - Emergency Clause: The need to make this purchase is immediate and an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after the date of its passage and approval;

Section 5 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 6 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _____ day of _____, 2024.

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

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

Edward Byrne Memorial Justice Assistance Grant Program FY 2023 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2023 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

Signature of Chief Executive of the Applicant Unit of
Local Government

Date of Certification

Printed Name of Chief Executive

Title of Chief Executive

Name of Applicant Unit of Local Government

Solicitation Title:	BJA FY 23 Edward Byrne Memorial Justice Assistance	Solicitation Category:	Category 1— Applicants with eligible allocation amounts of less than \$25,000
Project Title:	Bentonville AR Community Policing Opportunities FY23	Federal Award Amount	\$13,342.00
Project Period:	10/1/22 - 9/30/24	Program Office:	BJA
Managing Office:	OJP	UEI:	FLE5EGLSGK66
DOJ Grant Manager:	Elaine Vanlandingham	TIN:	716000642
Grant Award Administrator:	Rebecca Pinson		
FAW Case ID	FAW-181659		

✓ **1.Federal Agency and Organizational Element to Which Report is Submitted:**

U.S. Department of Justice

Federal Agency and Organizational Element to Which Report is Submitted

✓ **2.Federal Grant Or Other identifying number:**

15PBJA-23-GG-06107-JAGX

This is the grant number assigned to the award for this program.

✓ **3. Recipient Organization (Name and complete address including Zip code)**

This is the organization name and complete address of the recipient organization.

Recipient Organization Name:		CITY OF BENTONVILLE	
Street 1:		1000 SW 14TH ST	
Street 2:			
City:	BENTONVILLE	County:	_____
State:	AR	Province:	_____
Country:	USA	ZIP / Postal Code:	72712

▼ **4a. UEI** FLE5EGLSGK66

This is the recipient organization's Unique Entity Identifier (UEI) or Central Contract Registry UEI.

▼ **4b. EIN** 716000642

This is the Employer Identification Number (EIN) of the recipient organization.

▼ **5. Recipient Account Number**

Enter the account number or any other identifying number assigned by the recipient to the award. This number is for the recipient's use only and is not required.

▼ **6. Report Type**

A final report shall be submitted within 120 days after the grant period end date.

▼ **7. Basis Of Accounting**

Specify whether a cash or accrual basis was used for recording transactions related to the award and for preparing this report. Accrual basis of accounting refers to the accounting method in which expenses are recorded when incurred. For cash basis accounting, expenses are recorded when they are paid.

▼ **8. Project/Grant Period**

Enter the project/grant period (start and end date). This should encompass the beginning date of the original award and the latest ending date under the award number

From	To
10/01/2022	09/30/2024

9. Reporting Period

From

To

04/01/2023

06/30/2023

Enter the start and end date of the reporting period. Federal Financial Reports will be submitted on a quarterly basis. A final FFR shall be submitted at the completion of the award agreement. The following reporting periods shall be used for quarterly reports:

- October 1 – December 31 (due by January 30)
- January 1 – March 31 (due by April 30)
- April 1 – June 30 (due by July 30)
- July 1 – September 30 (due by October 30)

Quarterly reports shall be submitted no later than 30 days after the end of each reporting period. Final reports shall be submitted no later than 120 days after the project or grant period end date.

10. Transactions:

Cummulative

Federal Cash:

✓ 10a.Cash Receipts

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

✓ 10b. Cash Disbursements

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

✓ 10c. Cash on Hand (line a minus b)

Do not enter any information in this field. COPS, OJP, and OVW do not require a Grantee to report this information.

Federal Expenditures and Unobligated Balance:

✓ 10d. Total Federal funds authorized

\$13,342.00

The total Federal funds authorized as of the reporting period end date.

✓ 10e. Federal share of expenditures

* \$0.00

Enter the cumulative amount of federal fund expenditures. **Cumulative means from award inception through the end of this reporting period.**

✓ 10f.Federal Share of Unliquidated Obligations

Enter the amount for the federal share of unliquidated obligations. On a cash basis, unliquidated obligations are obligations incurred,

but not yet paid. They include direct and indirect expenses incurred but not yet paid or charged to the award, including amounts due to subrecipients or contractors. On an accrual basis, the obligations are incurred, but the expenditures have not yet been recorded. On the final report, for either cash or accrual basis, this Line should be zero (0). **Do not include any amount in Line 10f that have been reported in Line 10E. Include the unliquidated obligations that will be expensed by the end of the next quarter. Do not include any amount in Line 10f for a future commitment of funds (such as a long-term contract) for which an obligation or expense will not be incurred by the end of the next quarter.**

✓ 10g. Total Federal share (sum of lines e and f)	\$0.00
The sum of Lines 10e and 10f.	
✓ 10h. Unobligated balance of Federal Funds (line d minus g)	\$13,342.00
The amount of Line 10d minus Line 10g.	

Recipient Share:

✓ 10i. Total recipient share required	\$0.00
Enter the total required recipient share for grant period specified in Line 8. The required recipient share should include all matching and cost sharing provided by recipients and third-party providers to meet the level required by the program. This amount should not include cost sharing and match amounts in excess of the amount required by the program (for example, cost overruns for which the recipient incurs additional expenses and, therefore, contributes a greater level of cost sharing or match than the level required by the program).	
✓ 10j. Recipient share of expenditures	* \$0.00
Enter the cumulative recipient share of actual cash disbursements or outlays (less any rebates, refunds, or other credits) including	

payments to subrecipients and contractors. This amount may include the value of allowable third party in-kind contributions and recipient share of program income used to finance the non-Federal share of the project or program. Note: On the final report this line should be equal to or greater than the amount of Line 10i. **Cumulative means from award inception through the end of this reporting period.**

✓ **10k. Remaining recipient share to be provided (line i minus j)** \$0.00
The amount of Line 10i minus 10j.

Program Income:

✓ **10l. Total Federal program income earned** _____
Enter the amount of federal program income earned. Do not report any program income here that is being allocated as part of the recipient's cost sharing amount included in Line10j. If this is a final report, this field is required and may not be left blank, but a zero (0) may be entered. **Cumulative means from award inception through the end of this reporting period.**

✓ **10m. Program Income expended in accordance with the deduction alternative** _____
Enter the cumulative amount of program income that was used to reduce the Federal share of the total project costs. **Cumulative means from award inception through the end of this reporting period.**

✓ **10n. Program Income expended in accordance with the addition alternative** _____

Enter the cumulative amount of program income that was added to funds committed to the total project costs and expended to further eligible project or program activities. **Cumulative means from award inception through the end of this reporting period.**

▼ **10o. Unexpended program income (line l minus line m and line n)** \$0.00

The amount of Line 10l from 10m and 10n.

▼ **11. Indirect Expense:**

- 11a.Select either Not Applicable or the appropriate indirect cost rate(s).
- 11b.Enter the indirect cost rate(s) in effect during the reporting period
- 11c.Enter the beginning and ending effective dates for the rate(s).
- 11d.Enter the amount of the base against which the rate(s) was applied
- 11e.The amount of indirect costs charged during the time period specified. (11b x 11d)
- 11f.Enter the Federal share of the amount in 11e, using a dollar amount, not a percentage.

11a.Type of Rate(s)	11b.Rate	11c.Period From	11c.Period To	11d.Base	11e.Amount Charged	11f.Federal Share
No items						

Federal Share Total				11g.Totals	Base Total	Amount Charged Total
\$0.00					\$0.00	\$0.00

▼ **12.Additional Information**

Enter any remarks, explanations or additional information required. Supporting documents may be added by clicking the “Upload Supporting Documents” button.

Remarks

Uploaded Documents

File Name	
-----------	--

No items

Upload Supporting Documents

> 13.Certification

By submitting this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Prefix: _____

First Name: Rebecca

Middle Name:

Last Name: Pinson

Suffix:

Title: _____

Full Name: Rebecca Pinson

Email Address: rpinson@bentonvillear.com

Telephone: 4792542066

Date: 05-Feb-2024

Customer Quotation

Expiration Date 02/22/2024

Project/Job	-	Customer Account Name	CITY OF
Attention	-		BENTONVILLE
Department	-	Customer Account Number	0885998359
		Grainger Quote Number	QTE2484823413
		Requisition name	-

Ship to
CITY OF BENTONVILLE
- POLICE DEPARTMENT
908 SE 14TH ST
Bentonville, AR, 72712-6719

Notes

-

Item #	Description Mfr. Names & Model	Qty	Your Price	Total Price
43MJ60	Remote Area Lighting System: LED, 6,000 lm Max Brightness, 1 No. of Brightness Levels, IP54 PELICAN 094900-0000-110 Country of Origin USA	3	\$1,234.59	\$3703.77

This product is available only for Ground shipping.

429J09	Temporary Job Site Light: LED, 12,000 lm Max Brightness, 1 No. of Brightness Levels, IP54 PELICAN 094600-0002-110 Country of Origin USA	4	\$2,221.56	\$8886.24
--------	---	---	------------	-----------

This product is available only for Ground shipping.

Subtotal: \$12590.01

Estimated Tax: \$1196.06

Estimated Standard Shipping: FREE

Estimated Total: \$13786.07

Thank you for the opportunity to provide this quotation. Please reference our Grainger quote number when you are ready to place your order. Any changes to the products and/or quantities identified in the quotation may result in different pricing. Quoted shipping charges are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order.

Budget Worksheet and Budget Narrative

Equipment Item	# of items	Cost Per Item	Non-Federal Total	Federal Total
Remote Area Lighting System: LED, 6,000 LM Max Brightness PELICAN 094900-0000-110	3	\$1,234.59	0	\$3703.77
Temporary Job Site Light: LED, 12,000 LM Max Brightness PELICAN 094600-0002-110	4	\$2,221.56	0	\$8,886.24
Sub Totals		\$3,456.15		\$12,590.01
Estimated Tax				\$ 1,196.06
Estimated Shipping				0
Project Total				\$13,786.07
Federal Total				\$13,342.00
Local Total				\$ 444.07

Budget Narrative

The Bentonville Police Department will follow all local, state, and federal procurement requirements as required for these items.

- A. The Remote Area Lighting System: LED, 6,000 LM Max Brightness: PELICAN 094900-0000-110 has a quoted cost of \$1,234.59.

The City is requesting 3 (\$1,234.59 x 4) for a total cost of **\$3,703.77**.

- B. The Temporary Job Site Light: LED, 12,000 LM Max Brightness PELICAN 094600-0002-110 has a quoted cost of \$2,221.56.

The City is requesting 4 (\$2,221.56 x 4) for a total cost of **\$8,886.24**.

The **subtotal** of \$3,703.77. plus \$8,886.24 equals **\$12,590.01**

The estimated tax is \$1,196.06

The total project cost is **\$13,786.07**

The City is requesting the full \$13,342.00 and will cover the \$444.07 remaining costs from their equipment budget.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE US DEPARTMENT OF JUSTICE (AWARD #15PBJA-23-GG-06107-JAGX), IN THE AMOUNT OF THIRTEEN THOUSAND THREE HUNDRED FORTY-TWO DOLLARS (\$13,342.00); ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department is awarded equipment grant funds, in the amount of thirteen thousand three hundred forty-two dollars (\$13,342.00), from the US Department of Justice BJA FY23 Edward Byrne Memorial Justice Assistance Grant to be used to purchase lighting equipment as specified in the proposal; 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 the US Department of Justice in which Bentonville Police Department will receive thirteen thousand three hundred forty-two dollars (\$13,342.00) in equipment grant funds;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #102010-33110 – Federal Direct Grant;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #102010-42510 – Minor Equipment;

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 _____, 2024.

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

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



FIRE HOUSE TRAINING MANIKIN

FOR PROFESSIONALS WHO SAVE LIVES

Ruth Lee is a family business whose core values revolve around the care of our employees, service to our customers and uncompromising product quality. We are proud to serve YOU, the dedicated professionals who make such a valuable contribution to society.

We employ highly skilled people and source the most durable materials to ensure our products meet the highest international standards.

Our manikins are designed to represent the correct anatomic weight distribution of a real person, and we offer a range of different models to suit every conceivable scenario. This ensures that your training is as realistic and as effective as possible; preparing you for all eventualities.

LEARN MORE ABOUT OUR
EXTENSIVE RANGE OF
TRAINING MANIKINS,
BESPOKE BAGS,
OPERATIONAL
PRODUCTS AND FIRE
SIMULATION EQUIPMENT

SPEAK TO THE EXPERTS:

📞 +44 (0) 1490 413 282 ✉ SALES@RUTHLEE.CO.UK 💻 WWW.RUTHLEE.CO.UK



FIRE HOUSE TRAINING MANIKIN

IDEAL FOR THE FOLLOWING TRAINING SCENARIOS:

BA snatch rescue training in fire houses and 'hot fire cell' training. Manikins will withstand temperatures of around 160°C at floor level (400°C at the ceiling)*.

SPECIAL MATERIALS:

Carcass constructed from the same flame retardant Polyester (conforms to BS EN ISO 15025:2002) used in Police ballistic/stab vests & reinforced with 38mm meta-aramid blend webbing to avoid becoming brittle and melting. Protective overalls are non-flammable; constructed from a special meta-aramid/para-aramid blend material, and reinforced with meta-aramid webbing to improve abrasion resistance. They are fitted with 20mm ties, as standard Velcro fastenings melt at high temperature.

FEATURES & BENEFITS:

- Anatomically correct weight distribution to give the 'feel' of an unconscious casualty.
- Tough enough to withstand being buried under

concrete or steel lintels.

- Soft body joints eliminate the risk of pinch welts and bruising; common injuries when using plastic bodied manikins.
- An immobilisation/extrication collar can be fitted around the neck of our adult manikins to promote proper casualty care.
- Comes complete with overalls, boots and separate meta-aramid/para-aramid blend hood to cover the head, which are easily replaced if damaged.

NOT SUITED FOR:

- *Direct exposure to naked flames or excessive temperatures.
- Use in water – See our Water Rescue range.

EXTENSIVELY USED BY:

- All UK Fire & Rescue Services.
- Airport Fire & Rescue Services.
- The British Ministry of Defence (MOD).
- Equivalent organisations across North & South America, Europe, Australia and Asia.

AVAILABLE WEIGHTS & SIZES:

DESCRIPTION	MODEL CODE	HEIGHT (M)	WEIGHT (KG)	NATO STOCK #
Baby	RLNFH5	0.7	5	N/A
Toddler	RLNFH10	0.9	10	N/A
Youth	RLNFH20	1.3	20	N/A
30 Kg Adult	RLNFH30	1.8	30	4240-99-5158249
50 Kg Adult	RLNFH50	1.8	50	4240-99-5550594
70 Kg Adult	RLNFH70	1.8	70	N/A

*Manikins weighing over 50kg may have metal ballast as part of their construction. Please contact us for more information.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE FIRE-WISE PROGRAM, IN THE AMOUNT OF SIX THOUSAND FOUR HUNDRED FIFTY DOLLARS (\$6,450.00); ADJUSTING THE 2024 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 six thousand four hundred fifty dollars (\$6,450.00), from the Fire-Wise Program to be used for the purchase of three fire resistive training manikins; 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 Fire-Wise Program in which the Bentonville Fire Department will receive six thousand four hundred fifty dollars (\$6,450.00) in grant funds;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #102020-33411 – State Operating Grants;

Section 3: The 2024 Budget is further adjusted to appropriate said grant funds into Account #102020-45810 – Travel & Training;

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 _____, 2024.

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik
Date: February 29, 2024
Re: City Council Resolution authorizing the City to utilize Federal Aid Transportation Alternatives Program Funds for the construction of the Southwest Bentonville Trail.

Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail. The project has been revised to 1,829 LF of 12' wide concrete trail and the removal of the HWY 102 Tunnel from this project. The Tunnel will be funded by a 3rd party. TAP funding is available via an 80/20 match program with the City providing a minimum of 20% of the required funding for the project.

Please refer to the attachments below for additional detail and history of this project.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.217.5974.

Attachments:

ARDOT Approval Letter
ARDOT Letter asking for resolution.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO UTILIZE
FEDERAL AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS; AND
FOR OTHER PURPOSES.**

WHEREAS, the Parks and Recreation Staff is requesting acceptance of Federal Aid Transportation Alternatives Program Funds (TAP) to be utilized for the construction of the Southwest Bentonville Trail;

WHEREAS, the project has been revised to 1,829 LF of 12' wide concrete trail and the removal of the HWY 102 Tunnel from this project; and

WHEREAS, TAP funding is available via an 80/20 match provision;

**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 utilize TAP funds for the revised construction of the Southwest Bentonville Trail;

Section 2 - 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 3 - 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 _____, 2024.

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

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

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

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik
Date: February 29th, 2024
Re: City Council Resolution and Budget Adjustment accepting a grant from Walmart Corporate for \$250,000 annually for three (3) years, totaling \$750,000 for an E Bike Rebate Program.

The Parks and Recreation Staff is requesting Council's approval of a grant award and budget adjustment in the amount of \$750,000, to assist in funding a -E-Bike Rebate Program for the citizens of Bentonville.

This program will be 100% grant supported; no tax dollars other than staff time will be utilized.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.217.5974.

Attachments:
Corporate Commitment Letter



RE: COMMITMENT TO FUND THE CITY OF BENTONVILLE E-BIKE REBATE PROGRAM

I am writing on behalf of Walmart Inc. to express Walmart's commitment to contribute \$250,000 annually for a period of three years, totaling \$750,000, to the City of Bentonville for the purpose of providing funds for the community-wide E-Bike Rebate Program operated by the City. Funds will be disbursed by Walmart to the City in annual installments to support the subsidization of e-bike purchases from local e-bike stores in Bentonville.

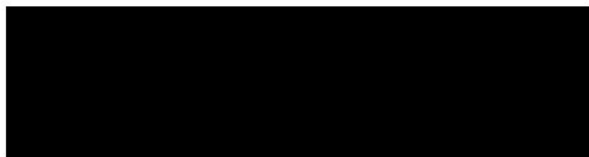
The primary objective of the E-Bike Rebate Program is to encourage sustainable transportation alternatives by making e-bikes more accessible and affordable to the residents of Bentonville. The program will extend its benefits to all residents of the city, while additional subsidies will be made available to income-qualified individuals. By facilitating the adoption of e-bikes, we aim to reduce reliance on traditional vehicles, mitigate traffic congestion, and promote a cleaner and healthier environment for our community.

We understand the E-Bike Rebate Program activities will commence in 2024 and will continue until the rebate funds are exhausted or until the program is extended, ensuring maximum impact and sustainability.

Walmart Inc. is honored to contribute to the development and implementation of this significant initiative, which we believe will have a transformative impact on the transportation landscape of Bentonville. We are confident that the E-Bike Rebate Program will not only enhance the quality of life for our residents but also align with our corporate sustainability goals.

We look forward to working closely with the City of Bentonville in the successful execution of this program. Our team is available to discuss any further details or address any questions or concerns that you may have. Together, we can create a greener and more sustainable future for Bentonville.

Thank you for your time, and we appreciate your continued partnership in this endeavor.



SVP, Corporate Real Estate
Walmart.
2.29.24

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A GRANT FROM WALMART CORPORATE, IN
THE AMOUNT OF SEVEN HUNDRED FIFTY THOUSAND DOLLARS
(\$750,000.00), FOR AN E BIKE REBATE PROGRAM; AND FOR OTHER
PURPOSES.**

WHEREAS, the City's Parks and Recreation Department is requesting approval of this grant award to contribute to an E Bike Rebate Program for Bentonville residents;

WHEREAS, this grant will be in the amount of seven hundred fifty thousand dollars (\$750,000.00), paid in annual installments of two hundred fifty dollars (\$250,000.00);

WHEREAS, this program will be wholly supported by grant funds and will be administered by a third party vendor;

WHEREAS, there is no matching portion for this grant.

**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 accept a grant from the Walmart Corporate, in the amount of seven hundred fifty thousand dollars (\$750,000.00), for an E Bike Rebate Program;

Section 2 - 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 3 - 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 _____, 2024.

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

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik
Date: February 19th, 2024
Re: City Council Resolution on a Budget Adjustment accepting a grant from the Walton Family Foundation, in the amount of \$1,500,000 for support of the E-bike Rebate Program and Budget Adjustment in the amount of \$1,450,000 for previously approved grant.

Parks and Recreation Staff is requesting Council's approval of a grant award in the amount of \$1,500,000, to contribute to an E-Bike Rebate Program.

The main purpose of this pilot program is to develop and fund a cycling infrastructure that ensures all Bentonville residents can participate in and benefit from the electric bicycle ("e-bike") transportation movement. By increasing the adoption of e-bikes, residents will see reduced vehicle miles traveled, lower transportation costs, improved health outcomes, and encourage residents to make the renewable energy transportation mode a larger element of commuting around town. We have seen elsewhere; increased usage of e-bikes will lead residents to seek increased investment in safe biking infrastructure. E-bikes have been shown to be an effective tool in reducing usage of passenger vehicles particularly for trips under three miles. However, due to the high cost to purchase e-bikes (typically >\$2k for a regular e-bike and \$3k for a cargo e-bike), adoption may be slower than hoped. To overcome this initial cost issue, cities and states across the country have begun experimenting with e-bike rebates as a policy mechanism to increase uptake by helping to reduce the cost of e-bikes.

In November 2023, City Council approved a resolution accepting \$1,450,000 in grant funds from the Walton Family Foundation for this program. During this meeting, staff informed Council that upon receipt of all anticipated revenue commitments, we would bring a budget adjustment for the program. This is moving those grant funds into the proper account.

This program will be 100% grant supported; no tax dollars other than staff time will be utilized.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.217.5974.

Attachments:

Grant Agreement

WALTON FAMILY FOUNDATION



[Date]

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

RE: Grant 00110304

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 \$1,500,000.00 to the City of Bentonville ("Grantee"). The project term will be November 2023 to November 2026. 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 design, launch and management of an e-bike rebate program for Bentonville residents. 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: \$1,500,000.00 USD**

Grant payments will be made as follows:

Installment	Amount	Requirement	Date
1	\$500,000.00	Upon signature and return to the Foundation of this grant agreement	On or about [Date]
2	\$500,000.00	Upon approval of Progress Report due September 1, 2024	On or about September 15, 2024
3	\$500,000.00	Upon approval of Progress Report due September 1, 2025	On or about September 15, 2025

3. **Payable:** Initial installment of \$500,000.00 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.

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 the Reporting and Evaluation paragraph below and other information the Foundation may gather.

4. Accounting:

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
- b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in 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).

Report Type	Report Due Date
Progress Report	September 1, 2024
Progress Report	September 1, 2025
Final Report	December 1, 2026

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 00110304 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 point of contact at the Foundation will be Jeremy Pate, Senior Program Officer. Jeremy can be contacted via

phone (479) 802-7359 or email jpate@wffmail.com. Please reference Grant 00110304 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: David Wright

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT WITH THE WALMART FAMILY FOUNDATION IN THE AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00), FOR AN E-BIKE PROGRAM; ADJUSTING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City is awarded a grant, in the amount of one million five hundred thousand dollars (\$1,500,000.00) to fund an e-bike rebate program for Bentonville residents;

WHEREAS, there is no matching provision in this grant.; and

WHEREAS, a budget adjustment will be needed to recognize both grants from this agenda as well as a previously approved grant by City Council on November 14, 2023.

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 the Walton Family Foundation in the amount of one million five hundred thousand dollars (\$1,500,000.00), to fund an e-bike rebate program;

Section 2: The 2024 Budget is hereby adjusted to recognize a total of three million seven hundred thousand dollars of grant funds into Account #105030-33810 – Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-43410 – Professional Services/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 _____, 2024.

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):

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik
Date: February 29th, 2024
Re: City Council Resolution authorizing the Mayor enter into an agreement with Aptim for the administration of a E Bike Rebate Program for Bentonville Residents. The value of the agreement is \$150,000 plus 5% of all rebates processed. All expenses of this grant is paid by grant funding.

The Parks and Recreation Staff is requesting Council's approval of a resolution, authoring the Mayor and Clerk enter into agreement with Aptim for administration of an E Bike Rebate Program. To date, Staff has worked with the Walmart Corporate, the Walmart Foundation and the Walton Family Foundation to raise a total of \$3,950,000 for this program to operate over a three (3) year period. Funding breakdown is as follows:

*Walmart Foundation	\$250,000
Walmart Corporate	\$750,000
*Walton Family Foundation (Home Region)	\$1,450,000
Walton Family Foundation	\$1,500,000

(via recommendation by Tom and Steuart Walton)

**Grants already approved by City Council*

In late 2023, Staff began researching and requesting Statement of Qualifications for any firm with experience managing this type of Rebate Program. Our three-person committee, consisting of representatives from Parks and Legal, reviewed these qualifications and overwhelmingly supported Aptim for the management firm. This group has managed this type of programs in dozens of communities and seem to be the best fit for Bentonville. Our hope is to launch this program in Summer 2024.

Staff has actively listened to Council's comments about this program during the previous two approvals. You will see in this agreement, that 1. There is a provision in this agreement that focuses on individuals who have an annual income below an agreed upon threshold. In fact, almost 50% of our grant funding will be allocated specifically for individuals who qualify. Next, there was a statement regarding

individual with special needs. You can see where the Adaptive E Bikes are specifically called out in the agreement and the rebate funds are significantly higher for individuals requiring this type of equipment.

Finally, a question was asked why the City should run this program instead of a non-profit. Parks Staff has reached out and talked about this with local non-profits and how a local program could be conducted. While there may be future programs offered by local non-profits, there was full agreement that this initial pilot program has the high chance of success if offered by Bentonville Parks and Recreation. Our activity in trail development, relationships with trail users, advocates, local cycling retailers and the overall industry gives our team the ability to make the largest possible impact for our citizens. Our overarching goal is about encouraging multiple modes of transportation, environmental stewardship, public health and enriching lives of our citizens. We believe this program helps us achieve this.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.217.5974.

Attachments:

Agreement with Aptim

February 23, 2024

City of Bentonville
305 SW A Street
Bentonville, AR 72712

Subject: Proposal to administer e-bike rebate program for City of Bentonville

Dear City Representative,

Aptim Environmental & Infrastructure, LLC (APTIM) would like to thank you for the opportunity to present our proposal to administer an e-bike rebate program for the City of Bentonville. The proposed turn-key program design reflects the launch and implementation of a program to subsidize the cost of e-bike purchases from local e-bike stores located in the City of Bentonville. The program would be open to residents of the city and would provide additional subsidy for income qualified residents. While the specific income requirements will be developed as part of the program design, typically, cities follow federal poverty levels as a basis for determination.

The proposed activities under this scope would commence in 2024 and extend until rebate funds are exhausted or the program is extended. Our assumption is that there will be four distinct funding sources that will underwrite e-bike rebates and safety equipment to income qualified and non-income qualified residents in the City of Bentonville (Walmart Inc, Walmart Foundation, Walton Family Foundation, and Runway Group). The proposed program is expected to launch in July, 2024.

The proposed scope includes:

Task 1: Program Establishment:

APTIM will submit a program design and supporting documentation consistent with our existing, successful e-bike rebate programs. The program design may include but is not limited to the following components, with a launch date to be mutually agreed upon (but not less than four months after contract execution to allow adequate time for planning, portal development, and launch):

- 1) Kick-off meeting:
 - a) Review communication and project management approach
 - b) Schedule overview and major milestones
 - c) Rebate program process overview
 - d) Bike retailer recruitment overview

- e) Design playbook introduction and first design working session
- 2) Develop program configurations, rules and guidelines
 - a) Weekly portal configuration working sessions
 - b) Draft and final workflow validation sessions, including application submission, review, and approval processes; customer service and complaint management processes.
 - c) Draft and final program rules and guidelines for review
 - d) Draft customer and retailer service plan for review
 - e) Define customer eligibility and verification requirements for residency and income qualification for review
 - f) Draft web-based resources providing information and access for participants
- 3) Develop retailer requirements and registration:
 - a) Provide list of suggested brick-mortar retailers for program year 1 for City approval.
 - b) Work with City and other stakeholders to recruit approved e-bike retailers in the City of Bentonville to participate
 - c) Develop clear instructions for e-bike retailers to access, enter information and use the rebate administration portal, including online webinar for e-bike retailers
 - d) Draft retailer terms & conditions review
 - e) Work with stakeholders to consider expansions of the approved retailers in year 2 if program is extended
- 4) Develop final design document for the application portal, including program requirements.

Task 2: Development of a Rebate Administration Portal:

- 1) Configure APTIM's proprietary application system, APTracks, to match requirements and funding streams for the program. APTIM assumes this program will make use of pre-configured, existing program layouts, workflows, rules, dashboards, survey tools design materials, and reporting dashboards; pricing is based upon use of the existing designs, program and design materials, reporting templates and program parameters. Deviations will alter proposed pricing and timelines.
- 2) Create landing page content for program based upon brand requirements on the City's website that will direct residents and approved retailers to APTIM's application portal
- 3) Create an online tool to allow qualified participants to apply for vouchers
 - a) Capture necessary information needed to determine and verify eligibility
 - b) Ensure each budget stream remains within required limits
 - c) Allow for follow up if applications are deemed incomplete

- d) Upon approval, send voucher code to approved participants that can be redeemed at approved e-bike retailers
 - e) Utilize google translate function to offer translations
- 4) Create an online mechanism to allow e-bike retailers to determine if vouchers are active
 - 5) Create an online mechanism to allow retailers to submit voucher redemption requests for payment processing

Task 3: Establish a Customer Service Help Desk:

- 1) Create a dedicated email address to assist with applicant and e-bike retailer questions. The pricing include up to 2,250 customer contacts per year. Based on our experience with similar programs, we believe this should be adequate to cover the volume of contacts expected given the program and community size.

Task 4: Rebate Application Processing:

- 1) Utilize our proprietary EM4ALL process for applicant selection which involves pre-registration and then random selection of applicants
- 2) Receive voucher applications and verify eligibility
- 3) Verify voucher amounts adhere to allowable limits
- 4) Verify eligibility of applicants in accordance with each funding stream

Task 5: Rebate Distribution:

- 1) Distribute rebate payments to vendors in accordance with the approved Program Design. APTIM will create an escrow account for rebate funds. An initial balance will be pre-funded, and funds then submitted monthly for rebates in the payment queue.
 - a) Printed materials, including but not limited to stationery and paper checks related to the Incentive Program shall bear the desired program or City logo, to be provided to APTIM. Use of the logo is limited to the e-bike Incentive Program.
 - b) APTIM will be responsible for issuing 1099s to e-bike retailers
 - c) APTIM will distribute voucher rebate payments to the e-bike retailers within required timelines

Task 6: Reporting/Invoicing:

- 1) APTIM shall furnish an online accessible database and utilize existing dashboard and reporting templates that should include, but is not limited to the following fields:
 - a) Name of recipient
 - b) Whether recipient is income qualified
 - c) Contact information of recipient (address, email and phone number)
 - d) Manufacturer, model and serial number of e-bike purchased
 - e) Type of e-bike purchased – (standard, cargo, adaptive)
 - f) Total Cost of e-bike purchased
 - g) Whether e-bike has been leased
 - h) Rebate amount paid
 - i) Aggregated totals for \$s of rebates issued and budget remaining
- 2) APTIM shall submit monthly invoices with rebate reports for the invoiced month
- 3) APTIM will communicate with the designated representative regularly to report on the status of the program and to identify and address any issues or concerns as soon as they arise. We suggest holding a weekly meeting during program design phase.

Task 7: Refund of all Remaining Funds:

- 1) Ninety (90) days after the contract term expires, the full amount of all funds not distributed as rebates or paid as fees shall be returned
- 2) APTIM will be responsible for adhering to all escheatment requirements.

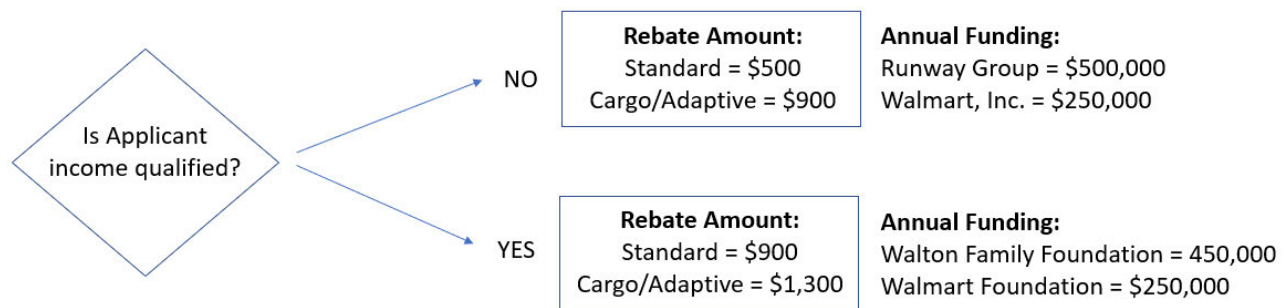
Program Design Recommendations:

We recommend several elements for this rebate program:

1. Rebates to be provided for 3-types of e-bikes:
 - a. Standard e-bikes: Recommend allowing Class I, II, & III (see [E-Bike-Law-Handouts AR 2022 \(prismic-io.s3.amazonaws.com\)](#) for definitions of each class)
 - b. Cargo e-bikes: E-bike designed to allow carrying capacity
 - c. Adaptive e-bikes: Designed to meet individual and specialized needs of riders; we recommend excluding after-market retrofits
2. We recommend the following rebate amounts:

- a. Non-income qualified participants:
 - i. Standard = \$500
 - ii. Cargo/Adaptive = \$900
- b. Income qualified participant
 - i. Standard = \$900
 - ii. Cargo/Adaptive = \$1,300
- c. We recommend a safety equipment voucher of \$100 for income qualified participants, which would include a helmet, bike lock, light, and children's bike seat.

The estimated annual funding in the diagram below depicts how to determine where an applicant would fall into one of the funding buckets:



Given the suggested rebate levels and annual budget, we suggest a goal of 800 non-income qualified and 450 income qualified participants in year 1.

Proposed Fee Structure:

Start-up Fee: \$150,000 due upon program establishment and development of the necessary rebate portal.

Processing Fee: 5% of rebates processed.

Please note that the above fee schedule is contingent upon APTIM's standard systems and tools being configured for this particular project as we understand the requirements today. As we go through design stages in the project and determine exact details and need for incorporating other scope items, as listed below, the budget and scope may be altered.

Optional Services:

In addition to the standard fees above, APTIM can also offer additional items, if desired, to be paid on a time/material basis with budgets to be negotiated based upon need and specific scope for services to be determined, including, but not limited to:

- i) Development of a leasing component
- ii) Marketing and communication support
- iii) Individual customer support
- iv) Community and stakeholder engagement
- v) Development of safety training materials
- vi) Participant surveys
- vii) Augmented staff support

Fully-Loaded Hourly Rates:

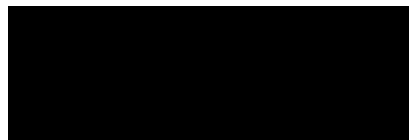
The rates below will be in effect for 2024.

	Hourly Rate
Program Director	\$240.00
IT Director	\$200.00
Project Manager	\$160.00
Marketing Manager	\$150.00
Operations Manager	\$140.00
Marketing Specialist	\$125.00
Customer Service Manager	\$110.00
Customer Service Rep	\$90.00

APTIM is willing and prepared to negotiate in good faith to quickly finalize mutually acceptable terms and conditions for its Work on this project, including but not limited to: (i) an acceptable limit on APTIM's aggregate liability, (ii) a mutual waiver of consequential damages, (iii) a negligence-based indemnity, (iv) clearly defined and acceptable warranty obligations and (v) acceptable payment terms.

We appreciate the opportunity to partner on this exciting project and look forward to discussing next steps.

Sincerely,
Aptim Environmental & Infrastructure, LLC



Joel Freehling
National Director, Energy Transitions
Aptim Environmental and Infrastructure, LLC

APTIM is the leading E-bike program Administrator:



Unrivaled Experience: We currently serve as the Rebate Administrator for three leading e-bike rebate programs, including the City and County of Denver's Climate Action Rebate Program, which has been deemed the 'best e-bike program in the country' by Bicycling Magazine. Through these large programs, APTIM has processed more than 15,000 e-mobility applications in the past 18 months, and all within the required review timeline, despite the unexpected demand seen with these programs. Given our experience with Denver, the City of Boulder and State of Colorado's programs, we are confident we bring the experience, systems, and expertise to successfully handle the City of Bentonville's program.



Rebate Processing Expertise: APTIM oversees the issuance of nearly \$100M annually in rebates for utilities, municipalities, and states. We bring significant experience in verifying program participant eligibility and have successfully overseen more than \$1.5B in rebates over the past two decades. We bring a proven customer support team that has consistently met the required response times and is structured to allow for staffing levels to adjust to demand.



Focus on Equity: The rebate programs we administer on behalf of our clients have won more than 73 industry awards, many of which for the innovative ways of reaching and serving low- and moderate-income populations. We have well established processes for verifying income eligibility and sensitively handling questions and issues that arise. We also are proud of our continuous focus on removing barriers to participation by under-served communities, such as the redesign of the e-bike voucher selection process which we think will fundamentally change how cities and states implement popular grant programs going forward to better serve diverse and under-represented communities.



Reporting and Information Security: APTIM's financial and IT systems are built and tested for privacy and security, but we also offer robust tracking and reporting to allow transparency about program activities and results. We have successfully administered billions of utility, federal, state and local dollars and our systems have been vetted and tested by numerous third parties, from state and local governments, to utilities, to federal agencies.



“ As the Denver programs have enjoyed extremely high public interest and demand, APTIM has continuously adapted to the needs of the program and provided a high level of customer service. Given our experience with APTIM, **I can confidently recommend them for your program administration role.** With their experience and dedication, I am confident that selecting APTIM will ensure success of your program. ”

– *Michael Salisbury, Transportation Energy Lead*
Office of Climate Action, Sustainability, Resiliency City and County of Denver

034359_102_1



ARKANSAS' ELECTRIC BICYCLE LAW FOR THE ROAD

- » Electric bicycles are regulated like bicycles. The same rules of the road apply to both electric bicycles and human-powered bicycles.
- » Electric bicycles are not subject to the registration, licensing, or insurance requirements that apply to motor vehicles.
- » Arkansas designates three classes of electric bicycles:
 - Class 1: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 20 mph.
 - Class 2: Bicycle equipped with a throttle-actuated motor, that ceases to provide assistance when the electric bicycle reaches 20 mph.

- Class 3: Bicycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the electric bicycle reaches 28 mph.
- » Helmets are required for riders of Class 3 electric bicycles under 21 years of age. Persons under 16 years of age may not ride a Class 3 electric bicycle. There are certain access restrictions for Class 3 electric bicycle riders.
- » Local governments have the authority to restrict the use of electric bicycles under motor power on bike paths. When in doubt, check with your town, city, or county for local rules and regulations.

*The following Arkansas laws are referenced: Ark. Code §§ 27-20-101, 27-20-106.

eMTB GUIDELINES

- » On federal, state, country and local trails, electric mountain bike (eMTB) access varies significantly.
- » Generally, any natural surface trail that is designated as open to both motorized and non-motorized uses is also open to eMTBs.
- » eMTBs may not be allowed on trails managed for non-motorized activities.
- » Do not ride your eMTB in areas where the local rules are unclear. Ride legally and only on authorized trails to show that mountain bikers are responsible trail users.
- » When in doubt, ask your local land manager about access to specific trails. Local land rules change frequently.

CHECK OUT

- » A map of great eMTB rides at peopleforbikes.org/emtb
- » eMTB "Adventures" at peopleforbikes.org/electric-bikes

ARKANSAS' ELECTRIC BICYCLE LAW FOR TRAILS

- » LOCAL: Consult your local land management agency.
- » STATE: Arkansas State Parks allows Class 1 electric bicycles wherever traditional bikes are allowed. Contact the departments for the most up to date information. PeopleForBikes is monitoring this policy and will update this document as needed.
- » FEDERAL: On federal lands, eMTBs are considered motorized vehicles and have access to motorized trails. Contact the U.S. Forest Service Southern Regional Office for more information.

GREAT eMTB RIDES IN ARKANSAS

- » **Mocassin Gap Horse Trail**
Russellville | 28 miles

- » **Brock Creek Trails**
Russellville | 15.2 miles



Learn more at PeopleForBikes.org/electric-bikes

- » Blogs and webinars
- » Electric bicycle laws around the country
- » Electric bicycle statistics and research
- » Buying guide
- » Retailer materials
- » eMTB management resources

With an electric bicycle, bicyclists can ride more often, farther, and for more trips.

Electric bicycles are designed to be as safe as traditional bicycles, do not compromise consumer safety, and benefit bicyclists who may be discouraged from riding a traditional bicycle due to limited physical fitness, age, disability or convenience.

In many states, electric bicycles are regulated under antiquated laws primarily aimed at combustion engine vehicles such as mopeds or scooters. PeopleForBikes is clarifying state laws governing the use of electric bicycles in the U.S. Every state's law is different, but the objective is to ensure that low-speed electric bicycles are regulated similarly to traditional, human-powered bicycles.

RESOLUTION NO. _____

A RESOLUTION ALLOWING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH APTIM, TO BE THE ADMINISTRATOR OF THE E-BIKE REBATE PROGRAM FOR BENTONVILLE PARKS AND RECREATION, IN THE TOTAL AMOUNT OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) PLUS FEES; AND FOR OTHER PURPOSES.

WHEREAS, Bentonville Parks and Recreation Department is requesting to enter into an agreement with Aptim to be the administrator of the E-Bike Rebate Program for Bentonville residents;

WHEREAS, this agreement is in the amount of one million five hundred thousand dollars (\$1,500,000.00) plus 5% of all rebates processed; and

WHEREAS, this is a budgeted item with all expenses being funded by grants.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Aptim to be the administrator of the E-Bike Rebate Program in the amount of one million five hundred thousand dollars (\$1,500,000.00) plus fees;

Section 2 - 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 3 - 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 this _____ day of _____, 2024.

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:	\$

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):

FORMAL WIRE BID

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	UNIT COST AWG	UNIT COST AECI	UNIT COST IRBY	UNIT COST WINELECTRIC				
1	1,000	FT	2173	WIRE 350 QUADRAPLEX-U/G SLIPPERY ROCK (1000' REEL) *PHASES MUST BE MARKED)	\$4.86	\$4.98		\$6.32	\$4,860.00			
2	6,080	FT	2177	WIRE 4/0 ACSR PENGUIN-RL 1 REEL 885# = 3,040'	\$0.76	\$0.72		\$0.81		\$4,377.60		
3	12,000	FT	2183	WIRE 4/0 TRI-U/G SWEETBRIAR 4/0-4/0- 2/0 (1000' PER REEL) *PHASES MUST BE MARKED	\$2.27	\$2.07		\$2.71		\$24,840.00		
4	2,000	FT	2131	WIRE #4 DUPLEX TERRIER 500' COILS	\$0.24	\$0.59		\$0.45	\$480.00			
5	4,000	FT	2138	WIRE #4 TRI-U/G VASSAR/XL (1000' REEL) *PHASES MUST BE MARKED	\$0.67	\$0.92		\$1.10	\$2,680.00			
6	1,000	FT	2140	WIRE #6 SOLID CU 110 MIL JACKET 5KV (250'/REEL)		\$1.11	\$0.83				\$830.00	
7	16,000	FT	2143	WIRE #6 U/G DUPL CLAFLIN ON WOODEN SPOOLS (DIAMETER OF STAGE IN REEL MUST BE 2.5") 1000' PER REEL	\$0.44	\$0.55		\$0.67	\$7,040.00			
									\$15,060.00	\$29,217.60	\$830.00	\$45,107.60

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB-24-17, TO THE LOWEST RESPONSIVE BIDDERS, FOR SECONDARY WIRE IN AN APPROXIMATE AMOUNT OF FORTY-FIVE THOUSAND ONE HUNDRED SEVEN DOLLARS AND SIXTY CENTS (\$45,107.60), PLUS APPLICABLE TAXES; AND FOR OTHER PURPOSES.

WHEREAS, American Wire Group, Arkansas Electric and Stuart Irby were the lowest responsive bidders for bid IFB-24-17;

WHEREAS, this agreement covers secondary wire of various sizes per the unit prices and estimated quantities attached, plus applicable taxes; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into agreements with American Wire Group, Arkansas Electric, and Stuart Irby, the lowest responsive bidders for secondary wire;

Section 2: The estimated contract costs are forty-five thousand one hundred seven dollars and sixty cents (\$45,107.60), plus applicable taxes;

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 _____, 2024.

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



Quote Number: 29202401
Opportunity Number:
Sourcewell Contract #: 062320-ALT
Date: 2/9/2024

Quoted for: Bentonville Electric Department
Quoted by: Hunter LaBudde
Phone: / Email: (501) 743-2089 / hunter.labudde@altec.com

REFERENCE MODEL		Sourcewell Price	Commercial List Price	Discount %
DB37 With Trailer, 2022		\$209,362.86	\$215,838.00	3%
(A.) Sourcewell Options On Contract				
1				
2				
3				
SOURCEWELL OPTIONS TOTAL:		\$209,362.86	\$215,838.00	3%

(A.) OPEN MARKET ITEMS (Customer Requested)			
1	UNIT	Unit to be Altec DB41B in lieu of DB37	\$4,439.00
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis and unit body to be 2023 model year in lieu of 2022	\$12,916.00
8	OTHER	18" Dragon Tooth Rock Auger	\$2,602.00
9		12 Bolt Locking Dog (20170)	\$1,326.34
10		7 (5/8)" Bolt Kelly Adapter (20140)	\$1,100.49
11		7' Drive End Wrench (20190)	\$955.10
12		Shipping	\$533.46
13		Tax for add-ons	\$651.74
OPEN MARKET OPTIONS TOTAL:			\$24,524.13

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$233,886.99

Delivery to Customer: \$810.00

TOTAL FOR UNIT/BODY/CHASSIS: \$234,696.99

(C.) ADDITIONAL ITEMS (items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days and may be subject to availability at time of order

NOTES

** Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

PAINT COLOR: White to match chassis, unless otherwise specified

TO ORDER: To order, please contact the Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than _____ days ARO, FOB Customer Location

TERMS: Net 10 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH GLOBAL RENTAL CO. INC., FOR THE PURCHASE OF A BACKYARD MACHINE, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED NINETY-SIX DOLLARS AND NINETY-NINE CENTS (\$234,696.99); AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Electric Department requests to enter into an agreement with Global Rental Co. Inc. to replace an existing backyard machine originally purchased in 2008;

WHEREAS, this purchase is through participation in the Sourcewell Cooperative purchasing contract, 062320-ALT, for two hundred thirty-four thousand six hundred ninety-six dollars and ninety-nine cents (\$234,696.99);

WHEREAS, the City's Purchasing office performed an evaluation, determining that the solicitation is in line with both Arkansas State Statute §19-11-249 and the City's Purchasing Policy; and

WHEREAS, this is a budgeted item.

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 an agreement with Global Rental Co., Inc. for the purchase of a backyard machine, in an amount not to exceed two hundred thirty-four thousand six hundred ninety-six dollars and ninety-nine cents (\$234,696.99) using the Sourcewell Cooperative purchasing contract, 062320-ALT;

Section 2: Since this purchase is being made through a cooperative purchasing contract utilizing State law and the City's Purchasing Policy, this does not need to be bid;

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 _____, 2024.

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

IFB-24-12 WAREHOUSE LAYDOWN AREA				Benchmark Construction		Verzani Construction LLC		Ground Zero Construction, Inc.		Emery Sapp & Sons		Steve Beam Construction, Inc.	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	\$10,080.00	\$10,080.00	\$11,000.00	\$11,000.00	\$10,862.00	\$10,862.00	\$11,000.00	\$11,000.00	\$13,000.00	\$13,000.00
2	Site Preparation	LS	1	\$4,840.00	\$4,840.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$22,720.00	\$22,720.00	\$32,000.00	\$32,000.00
3	Unclassified Excavation	CY	430	\$27.81	\$11,958.30	\$30.00	\$12,900.00	\$34.00	\$14,620.00	\$66.30	\$28,509.00	\$40.00	\$17,200.00
4	Undercut and Backfill (w/ Select Material)	CY	450	\$67.00	\$30,150.00	\$60.00	\$27,000.00	\$37.00	\$16,650.00	\$93.20	\$41,940.00	\$40.00	\$18,000.00
5	Class 7 Crush Stone Base (4")	SY	1355	\$12.10	\$16,395.50	\$6.00	\$8,130.00	\$12.00	\$16,260.00	\$8.50	\$11,517.50	\$15.00	\$20,325.00
6	P. C. Concrete Paving (7.5")	SY	1355	\$103.16	\$139,781.80	\$125.00	\$169,375.00	\$95.00	\$128,725.00	\$89.90	\$121,814.50	\$108.00	\$146,340.00
7	Concrete Retaining Wall	LF	15	\$400.00	\$6,000.00	\$400.00	\$6,000.00	\$400.00	\$6,000.00	\$339.40	\$5,091.00	\$451.00	\$6,765.00
8	Engineers Allowance	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
TOTAL BID PRICE					\$239,205.60		\$257,405.00		\$228,117.00		\$262,592.00		\$273,630.00



February 27, 2024

City of Bentonville
Mr. Travis Matlock
3200 SW Municipal Drive
Bentonville, AR 72712

**Re: *Bentonville Municipal Complex
Warehouse Laydown Area (IFB 24-12)
Engineer's Recommendation***

Mr. Matlock

Halff has reviewed all bids received for the above referenced project and recommend selecting and proceeding with Ground Zero Construction, Inc (GZC). GZC is both qualified and provided low bid for this project.

If you have questions or need additional information, you may reach out to John Wary or myself at (479) 273-2209.

Sincerely,
HALFF Associates, Inc.



Patrick Foy, PE
Land Development Team Lead

Bid Date: 02/22/2024

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Ground Zero Construction, Inc.

PO Box 830, Siloam Springs, AR 72761

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and RLI Insurance Company

(Here insert full name and address or legal title of Surety)

9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Bentonville

(Here insert full name and address or legal title of Owner)

305 SW A Street, Bentonville, AR 72712

as Obligee, hereinafter called the Obligee, in the sum of Three hundred twenty five thousand and no/100

Dollars (\$325,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

(Here insert full name and address and description of project)

Bentonville Municipal Complex – Warehouse Laydown Area IFB 24-12

along SW28th Street
Bentonville, AR 72712

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 22nd day of February, 2024.

Ground Zero Construction, Inc.

(Principal)

(Seal)

RLI Insurance Company

(Surety)

(Seal)

Attorney in Fact

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mike Luttrell, Todd Easterling, Steve Hutchins, jointly or severally

in the City of Springdale, State of Arkansas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Sr. Vice President with its corporate seal affixed this 5th day of December, 2023.



RLI Insurance Company
Contractors Bonding and Insurance Company

By: [Redacted Signature]
Eric Raudins Sr. Vice President

State of Illinois }
County of Peoria } SS

On this 5th day of December, 2023, before me, a Notary Public, personally appeared Eric Raudins, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: [Redacted Signature]
Jill A. Scott Notary Public



JILL A SCOTT
Notary Public
State of Ohio
My Comm. Expires
September 22, 2025

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 22nd day of February, 2024.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: [Redacted Signature]
Jeffrey D. Pick Corporate Secretary

BID PROPOSAL

PROJECT IDENTIFICATION:

**Bentonville Municipal Complex – Warehouse Laydown Area
City of Bentonville, Arkansas
IFB 24-12**

THIS BID IS SUBMITTED TO:

**City of Bentonville, Arkansas
Bentonville Purchasing Office
2nd Floor, Room A239,
1000 SW 14th Street
Bentonville, Arkansas 72712**

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda:

Addendum No

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any other examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any association, organization or corporation; Bidder has not directly or indirectly induced or solicited any Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other or over OWNER.

5.01.1 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
1	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	10,862.00	10,862.00
2	Site Preparation	LS	1	15,000.00	15,000.00
3	Unclassified Excavation	CY	430	34.00	14,620.00
4	Undercut and Backfill (w/ Select Material)	CY	450	37.00	16,650.00
5	Class 7 Crush Stone Base (4")	SY	1,355	12.00	16,260.00
6	P. C. Concrete Paving (7.5")	SY	1,355	95.00	128,725.00
7	Concrete Retaining Wall	LF	15	400.00	6,000.00
8	Engineers Allowance	LS	1	\$ 20,000.00	\$ 20,000.00
				Total Bid =	228,117.00

Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

- 6.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

SUBMITTED on February 22, 2024.

State Contractor License No. AR 0148370524.

Corporation Name: Ground Zero Construction, Inc
(SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability):

Corporation

By: 

Signature

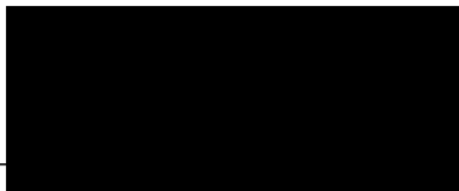
2/22/24

Date

Name (typed or printed): Rod Garman

Title: President

Attest: _____



(Signature of Corporate Secretary)

Business address: P.O. Box 830

Siloam Springs, AR 72761

Phone No.: 918-422-5354 FAX No.: 918-422-8965

RESOLUTION NO. _____

**A RESOLUTION AWARDDING BID IFB-24-12, TO GROUND ZERO CONSTRUCTION,
FOR WAREHOUSE PAVING, IN THE TOTAL AMOUNT OF TWO HUNDRED
TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTEEN DOLLARS
(\$228,117.00); AND FOR OTHER PURPOSES.**

WHEREAS, Ground Zero Construction was the lowest responsive bidder for bid IFB-24-12;

WHEREAS, this agreement covers warehouse paving; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Ground Zero Construction, the lowest responsive bidder for warehouse paving;

Section 2: The estimated contract cost is two hundred twenty-eight thousand one hundred seventeen dollars (\$228,117.00);

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 _____, 2024.

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



CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	2/7/24	Time of Bid Opening:	3:00 PM	Solicitation ID Number:	IFB-24-05
Solicitation Title: On-Site Waste Grinding Services					
Bidders:			Hansen's Tree Service	Smithey Environmental Services, LLC	
Line Item	Estimated Quantity	Description	Unit Price	Unit Price	
1	1 Hour	On Site Waste Grinding Services, As Specified.	\$650.00	\$700.00	
Total Bid Price			\$650.00	\$700.00	
purchasing@bentonvillear.com - (479) 271-3115					

RESOLUTION NO. _____

A RESOLUTION AWARDDING BID IFB 24-05 TO HANSEN’S TREE SERVICE FOR COMPOST GRINDING FOR THE WATER RESOURCE RECOVERY FACILITY ON A PER HOUR PRICE IN AN APPROXIMATE TOTAL AMOUNT OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); AND FOR OTHER PURPOSES.

WHEREAS, Hansen’s Tree Service is the lowest qualified bidder for bid IFB-24-05;

WHEREAS, this contract covers green waste grinding at the Compost Facility on a per hour price;

WHEREAS, the contract term will be for three (3) years, renewable annually thereafter in one year increments for a maximum term of five years;

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Hansen’s Tree Service for compost grinding on a per hour price;

Section 2: The estimated contract cost is one hundred thousand dollars (\$100,000.00);

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 _____, 2024.

APPROVED:

STEPHANIE ORMAN, MAYOR

ATTEST:

KIRBY ROMINES, CITY CLERK