City of Bentonville
Bentonville Utility Board Meeting
Tuesday, April 16th – 11:30 am
Bentonville City Hall 305 SW “A” St.
City Council Chambers

AGENDA

Call to Order
Pledge of Allegiance
Attendance
Approval of Minutes: April 2nd, 2024

New Business

1. Resolution and Budget Adjustment - CECC Purchase – 601 SW Tater Black – Travis Matlock, PE (pages 2-9)
2. Resolution and Budget Adjustment - CECC Purchase – Ginn Rd. and Brookside Rd. – Travis Matlock, PE (pages 10-18)
3. Resolution and Budget Adjustment - CECC Purchase – Motley Rd – Travis Matlock, PE (pages 19-28)
4. Resolution and Budget Adjustment - CECC Purchase – Sears Rd (Morningstar to Nomad) – Travis Matlock, PE (pages 29-37)
5. Bid Award - On-Call Electric Contracting – Hawk Line Construction & BBC Electrical Services – Travis Matlock, PE (pages 38-39)
6. Resolution and Budget adjustment – Letter of Credit for Compost Facility – Patrick Johndrow (pages 40-41)
7. Ordinance – 48” Water Line Repair – Dixieland Rd. – Mike Bender, PE (pages 42-47)
8. Ordinance – 48” Water Line Repair – Hwy 112 – Mike Bender, PE (pages 48-63)
9. Adjournment

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution and budget adjustment to purchase CECC facilities for $14,254.84.
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts at 601 SW Tater Black for $14,254.84 and a budget adjustment to cover the costs.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 14,254.84

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
503010-47310	Improvs Other - Electric	$ 14,254.84	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):____________________

Budget Impact Notes for Consideration (Optional):

Carroll Electric
Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

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

RE: Sale of Facilities - 601 SW Tater Black Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving one active consumer, per the letter dated March 19, 2024, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as 601 SW Tater Black Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	3,874.78
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		706.50
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		305.99
Administrative, engineering and accounting expenses associated with establishing valuation		758.07
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		8,609.50
Demand cost		0
Total	$	14,254.84

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	601 SW Tater Black Road	14,254.84		14,254.84
				Total	$ 14,254.84

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051811
Date:	
Amount Due:	14,254.84
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - "601 SW Tater Black Road"
RET 051811

SUMMARY:

Depreciated Value	$	3,874.78
Reintegration Value	$	706.50
Stranded Costs	$	305.99
Engineering & Accounting	$	758.07
12 months revenue X 355%	$	$8,609.50
Demand Cost	$	-
TOTAL COST	$	14,254.84

Acct Location	Meter No	Member Sep
267813720	91911450	1018205001

601 SW Tater Black Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
NOT ACTIVE	601 SW TATER BLACK RD BARN			93204829	No	
HERNANDEZ JOSE	601 SW TATER BLACK RD	601 SW TATER BLACK RD BENTONVILLE AR 72712	(479) 313-3166	91911450	Yes	HPS 250 Watt Light

Carroll Electric Cooperative Corp.

Project: 601 SW Tater Black Road								
Depreciated Value								
	Unit Cost	**Total**	**Total**	**1**	**2**	**3**	**4**	**5**
Unit	**$**	**Quantity**	**Cost**	**1991**	**1991**	**2004**	**2004**	**2004**
Poles				$ -	$ 1,336.36	$ 1,525.18	$ -	$ -
35-4	$ 1,336.36	1	$ 1,336.36		1			
40-4	$ 1,525.18	1	$ 1,525.18			1		
Conductor				$ -	$ 155.80	$ 471.68	$ 22.40	$ 704.00
#4 ACSR	$ 0.95	164	$ 155.80		164			
#1/0 ACSR	$ 1.34	352	$ 471.68			352		
#1/0 URD Triplex	$ 3.20	227	$ 726.40				7	220
OH Pri. Units				$ -	$ 366.31	$ 192.17	$ -	$ -
VA5.1S	$ 173.02	1	$ 173.02		1			
VA5.1	$ 192.17	1	$ 192.17			1		
VA5.3	$ 193.29	1	$ 193.29		1			
OH Misc Units				$ -	$ 908.27	$ 1,505.06	$ -	$ -
E2.1	$ 203.01	2	$ 406.02		1	1		
F2.10	$ 492.38	2	$ 984.76		1	1		
H1.1X	$ 90.01	2	$ 180.02		1	1		
P2.1	$ 122.87	2	$ 245.74		1	1		
M26.70D	$ 596.79	1	$ 596.79			1		
UG Units				$ -	$ -	$ 1,386.03	$ 659.51	$ -
UK5	$ 505.77	1	$ 505.77				1	
UM5	$ 1,386.03	1	$ 1,386.03			1		
UM6.6	$ 153.74	1	$ 153.74				1	
			Project Total					
	Replacement Value		$ 9,232.77	$ -	$ 2,766.74	$ 5,080.12	$ 681.91	$ 704.00
	Depreiciated Value		**$ 3,874.78**	$ -	$ 549.40	$ 2,612.63	$ 350.70	$ 362.06

Project: 601 SW Tater Black Road
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 1	Construction WP 2	Construction WP 3	Construction WP 4	Construction WP 5	Construction Quantity	Retirement WP 1	Retirement WP 2	Retirement WP 3	Retirement WP 4	Retirement WP 5	Retirement Quantity	Total Cost
Poles															
Conductor															
OH Pri. Units															
VA5.4S	$ 229.14	$ 134.79							1					1	$ 134.79
OH Misc Units															
S1.02	$ 466.80	$ 105.58							1					1	$ 105.58
UG Units															

SUBTOTAL $ 240.37
TRANSFORMER TESTING & RESTOCKING $ 344.33
METER REMOVAL & TESTING $ 121.80
TOTAL $ 706.50

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 1,147.75	1	$ 344.33	$ 344.33
25 KVA	$ 1,429.05		$ 428.72	$ -
UG15	$ 1,670.05		$ 501.02	$ -
UG25	$ 2,000.37		$ 600.11	$ -
			Total	**$ 344.33**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 203.00	2	$ 60.90	$ 121.80
meter CL200 Non-Disconnect	$ 126.00		$ 37.80	$ -
meter CL320	$ 263.00		$ 78.90	$ -
			Meter Removal Total	**$ 121.80**

Meters and Xfmr Charging Method

- ○ Reintegration-Meters and Xfmrs will be removed by CECC
- ◉ Restock and Test-City will remove and haul back to CECC

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution and budget adjustment to purchase CECC facilities for $149,905.78.
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Ginn Rd. and Brookside Rd. for $149,905.78 and a budget adjustment to cover the costs.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 149,905.78

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
503010-47310	Improvs Other - Electric	$ 149,905.78	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

Carroll Electric
Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

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

RE: Sale of Facilities – Ginn to Brookside Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving three consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Ginn to Brookside Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	17,816.00
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		103,902.63
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		2,896.25
Administrative, engineering and accounting expenses associated with establishing valuation		2,148.42
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		23,142.48
Demand cost		0
Total	$	149,905.78

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Ginn to Brookside Road	149,905.78		149,905.78
				Total	$ 149,905.78

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	057179
Date:	
Amount Due:	149,905.78
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville: Ginn - Brookside
RET 057179

SUMMARY:

Depreciated Value	$	17,816.00
Reintegration Value	$	103,902.63
Stranded Costs	$	2,896.25
Engineering & Accounting	$	2,148.42
12 months revenue X 355%	$	$23,142.48
Demand Cost	$	-
TOTAL COST	$	149,905.78

Acct Location	Meter No	Member Sep
316009241	51948542	9231616002
316009240	51948589	9231616001
316009340	91900666	9490865001

Ginn-Brookside Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
Cynthia D Towler or Jessica Horton	3300 GINN RD BARN	3300 GINN RD	(479) 366-0015	51948542		
Cynthia D Towler	3300 GINN RD	3300 GINN RD	(479) 366-0015	51948589	Yes	70 LED Light Dark Skies
MARTIN SHERI	3480 GINN RD	3480 GINN RD	(479) 586-0314	91900666		

Carroll Electric Cooperative Corp.

Project: Ginn - Brookside Depreciated Value																	
	Unit Cost	Total	Total	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Unit	$	Quantity	Cost	1987	2003	2009	2003		2021	2005	1987	2005	2005		1987	1987	1987
Poles				$ 1,525.18	$ 1,336.36	$ 1,181.92	$ -	$ -	$ 1,525.18	$ 1,336.36	$ 1,525.18	$ 1,525.18	$ 1,181.92	$ -	$ 1,336.36	$ 1,336.36	$ 1,525.18
30-5	$ 1,181.92	2	$ 2,363.84			1							1				
35-4	$ 1,336.36	4	$ 5,345.44		1					1					1	1	
40-4	$ 1,525.18	6	$ 9,151.08	1					1		1	1					1
45-3	$ 1,730.28	1	$ 1,730.28														
Conductor				$ 439.74	$ 178.60	$ 279.51	$ 110.88	$ -	$ 1,612.38	$ 481.65	$ 849.30	$ 325.22	$ 173.25	$ -	$ 165.30	$ 837.90	$ 1,017.45
#4 ACSR	$ 0.95	6590	$ 6,260.50		188					507	894				174	882	1071
#2 ACSR	$ 1.01	322	$ 325.22									322					
#1/0 TRIPLEX	$ 2.31	244	$ 563.64			121	48						75				
#4/0 ACSR	$ 1.86	196	$ 364.56	42					154								
#477 ACSR	$ 2.87	588	$ 1,687.56	126					462								
OH Pri. Units				$ 1,084.00	$ 173.02	$ -	$ -	$ -	$ 1,977.75	$ 364.69	$ 1,011.22	$ 192.17	$ -	$ -	$ 364.69	$ 364.69	$ 364.69
VA5.1S	$ 173.02	1	$ 173.02		1												
VA5.1	$ 192.17	1	$ 192.17									1					
VA5.3	$ 193.29	1	$ 193.29								1						
VA5.4S	$ 229.14	2	$ 458.28	2													
VB1.11	$ 364.69	6	$ 2,188.14							1					1	1	1
VB4.1	$ 817.93	1	$ 817.93								1						
VB5.71B	$ 418.81	1	$ 418.81						1								
VC1.11F	$ 625.72	1	$ 625.72	1													
VC5.71L	$ 1,558.94	1	$ 1,558.94						1								
OH Misc Units				$ 1,865.02	$ 893.28	$ 950.56	$ -	$ -	$ 2,974.39	$ 122.87	$ 2,009.68	$ 991.88	$ 212.88	$ -	$ 122.87	$ 122.87	$ 122.87
E2.1	$ 203.01	10	$ 2,030.10	1		1			3		4	1					
F2.10	$ 492.38	4	$ 1,969.52			1					2	1					
F1.10	$ 515.53	1	$ 515.53	1													
F1.12	$ 562.76	2	$ 1,125.52						2								
H1.1X	$ 90.01	6	$ 540.06	1	1				1		1	1	1				
J3.1	$ 83.61	2	$ 167.22		1							1					
K1.3	$ 66.15	2	$ 132.30			2											
P2.1	$ 122.87	13	$ 1,597.31	1	1	1			1	1	1	1	1		1	1	1
S1.02	$ 466.80	3	$ 1,400.40	2					1								
M26.70D	$ 596.79	1	$ 596.79		1												
M.RX.EX	$ 280.08	2	$ 560.16						2								
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UM6.21.600	$ 494.41																
UM6.22.600	$ 976.65																
			Project Total														
	Replacement Value		$ 45,053.33	$ 4,913.94	$ 2,581.26	$ 2,411.99	$ 110.88	$ -	$ 8,089.70	$ 2,305.57	$ 5,395.38	$ 3,034.45	$ 1,568.05	$ -	$ 1,989.22	$ 2,661.82	$ 3,030.19
	Depreiciated Value		$ 17,816.00	$ 737.09	$ 1,264.82	$ 1,533.34	$ 54.33	$ -	$ 7,500.31	$ 1,241.71	$ 809.31	$ 1,634.27	$ 844.51	$ -	$ 298.38	$ 399.27	$ 454.53

Project: Ginn - Brookside						
Depreciated Value						
	Unit Cost	Total	Total	16	17	
Unit	$	Quantity	Cost	1987	1987	
Poles				$ 1,730.28	$ 1,525.18	$ -
30-5	$ 1,181.92	2	$ 2,363.84			
35-4	$ 1,336.36	4	$ 5,345.44			
40-4	$ 1,525.18	6	$ 9,151.08		1	
45-3	$ 1,730.28	1	$ 1,730.28	1		
Conductor				$ 1,724.25	$ 1,006.05	$ -
#4 ACSR	$ 0.95	6590	$ 6,260.50	1815	1059	
#2 ACSR	$ 1.01	322	$ 325.22			
#1/0 TRIPLEX	$ 2.31	244	$ 563.64			
#4/0 ACSR	$ 1.86	196	$ 364.56			
#477 ACSR	$ 2.87	588	$ 1,687.56			
OH Pri. Units				$ 364.69	$ 364.69	$ -
VA5.1S	$ 173.02	1	$ 173.02			
VA5.1	$ 192.17	1	$ 192.17			
VA5.3	$ 193.29	1	$ 193.29			
VA5.4S	$ 229.14	2	$ 458.28			
VB1.11	$ 364.69	6	$ 2,188.14	1	1	
VB4.1	$ 817.93	1	$ 817.93			
VB5.71B	$ 418.81	1	$ 418.81			
VC1.11F	$ 625.72	1	$ 625.72			
VC5.71L	$ 1,558.94	1	$ 1,558.94			
OH Misc Units				$ 122.87	$ 122.87	$ -
E2.1	$ 203.01	10	$ 2,030.10			
F2.10	$ 492.38	4	$ 1,969.52			
F1.10	$ 515.53	1	$ 515.53			
F1.12	$ 562.76	2	$ 1,125.52			
H1.1X	$ 90.01	6	$ 540.06			
J3.1	$ 83.61	2	$ 167.22			
K1.3	$ 66.15	2	$ 132.30			
P2.1	$ 122.87	13	$ 1,597.31	1	1	
S1.02	$ 466.80	3	$ 1,400.40			
M26.70D	$ 596.79	1	$ 596.79			
M.RX.EX	$ 280.08	2	$ 560.16			
UG Units				$ -	$ -	$ -
UM6.21.600	$ 494.41					
UM6.22.600	$ 976.65					
			Project Total			
	Replacement Value		$ 45,053.33	$ 3,942.09	$ 3,018.79	$ -
	Depreiciated Value		$ 17,816.00	$ 591.31	$ 452.82	$ -

Project: Ginn - Brookside
Reintegration Value

Carroll Electric Cooperative Corp.

	Construction	Retirement	Construction												Construction	Retirement							Retirement	Total
Unit	Unit Cost	Unit Cost	WP 1	WP 6	WP 19	WP 22	WP 23	WP 24	WP 25	WP 26	WP 27	WP 28	WP 29	WP 30	Quantity	WP 6	WP 18	WP 19	WP 21	WP 22	WP 26	WP 30	Quantity	Cost
40-4	$ 1,525.18	$ 224.06						1	1						2				1				1	$ 3,274.42
45-3	$ 1,730.28	$ 224.06	1								1		1		3									$ 5,190.84
#4 ACSR	$ 0.95	$ 0.62																688	412	522			1622	$ 1,005.64
#2 ACSR	$ 1.01	$ 0.62														90							90	$ 55.80
#1/0 ACSR	$ 1.34	$ 0.62		126		146									272									$ 364.48
#1/0 TRIPLEX	$ 2.31	$ 0.70								68					68						38		38	$ 183.68
#4/0 ACSR	$ 1.86	$ 0.70						101	88		183				372									$ 691.92
#477 ACSR	$ 2.87	$ 0.88						303	264		549				1116									$ 3,202.92
#1/0 25kV 260mill	$ 6.35	$ 2.55										288	1137		1425									$ 9,048.75
VA1.1	$ 145.66	$ 61.57																		1			1	$ 61.57
VA1.1DP	$ 188.90	$ 61.57																	1				1	$ 61.57
VA3.2	$ 216.43	$ 148.09																1					1	$ 148.09
VA5.1S	$ 173.02	$ 72.12		1		1									2									$ 346.04
VA5.1	$ 192.17	$ 72.12			1										1									$ 192.17
VA5.3	$ 193.29	$ 80.17		1		1									2									$ 386.58
VA5.4S	$ 229.14	$ 134.79	1								1				2									$ 458.28
VA6.2	$ 366.50	$ 70.38														1							1	$ 70.38
VB5.1	$ 752.06	$ 219.02															1						1	$ 219.02
VB5.21	$ 894.61	$ 351.09												1	1							1	1	$ 1,245.70
VC1.11F	$ 625.72	$ -							1						1									$ 625.72
VC2.21F	$ 1,151.93	$ -						1							1									$ 1,151.93
VC5.71L	$ 1,558.94	$ 615.33	1				1				1		1		4									$ 6,235.76
E2.1	$ 203.01	$ 125.60	4		1	1	2	3			4				15		1	1					2	$ 3,296.35
F2.10	$ 492.38	$ 68.57	2		1	1	1	2			2				9		1	1					2	$ 4,568.56
VG1.4.X	$ 281.56	$ 210.97							1						1									$ 281.56
VG1.7.X	#N/A	$ 210.97																	1				1	$ 210.97
H1.1X	$ 90.01	$ -	1						1		1		1		4				1				1	$ 360.04
J3.1	$ 83.61	$ 35.01							1						1				1				1	$ 118.62
P2.1	$ 122.87	$ -	1					1	1		1		1		5				1				1	$ 614.35
S1.02	$ 466.80	$ 105.58									3		3		6									$ 2,800.80
UC2	$ 5,108.35	$ 1,181.35									1		1		2									$ 10,216.69
UM3.7.200NC	$ 815.05	$ 407.68										1			1									$ 815.05
UM6.1	$ 418.25	$ 60.01										6			6									$ 2,509.50
UM6.10	$ 72.22	$ 35.81										6			6									$ 433.32
UM6.22.200	$ 321.14	$ 62.33										3			3									$ 963.42
UM33.200	$ 1,249.34	$ 265.83										1			1									$ 1,249.34
UM48.2	$ 325.75	$ -										1			1									$ 325.75
UM50.P.2	$ 6.77	$ -										576	1137		1713									$ 11,597.01
UM50.P.SWP.2	$ 70.61	$ -									6	9	3		18									$ 1,270.98
UR2.24.40	$ 18.52	$ -											379		379									$ 7,019.08
UR2.24.40COMP	$ 28.42	$ -											379		379									$ 10,771.18
UR6.62	$ 101.20	$ -										96			96									$ 9,715.20

SUBTOTAL	$ 103,359.03
TRANSFORMER TESTING & RESTOCKING	$ 409.20
METER REMOVAL & TESTING	$ 134.40
TOTAL	**$ 103,902.63**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 682.00	2	$ 204.60	$ 409.20
25 KVA	$ 780.00		$ 234.00	$ -
UG15	$ 1,150.00		$ 345.00	$ -
UG25	$ 1,197.00		$ 359.10	$ -
			Total	**$ 409.20**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 196.00	1	58.8	$ 58.80
meter CL200 Non-Disconnect	$ 126.00	2	37.8	$ 75.60
meter CL320	$ 189.00		56.7	$ -
			Meter Removal Total	**$ 134.40**

Meters and Xfmr Charging Method

- ○ Reintegration-Meters and Xfmrs will be removed by CECC
- ◉ Restock and Test-City will remove and haul back to CECC

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [x] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution and budget adjustment to purchase CECC facilities for $110,036.07.
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Motley Rd. for $110,036.07 and a budget adjustment to cover the costs.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 110,036.07

Budget Impact

Is this Item Budgeted? [ ] YES [x] NO [ ] ITEM HAS NO COST [ ] OTHER:

Budget Adjustment *(to be completed by Finance when applicable)*

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
503010-47310	Improvs Other - Electric	$ 110,036.07	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply): [ ] General Fund [x] Utility Fund [ ] Street Fund [ ] Other(s):

Budget Impact Notes for Consideration (Optional):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

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

RE: Sale of Facilities – Motley Road

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving six consumers in southwest Bentonville, per the letter dated November 16, 2023, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Motley Road. Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	63,788.14
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		8,187.65
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		13,801.93
Administrative, engineering and accounting expenses associated with establishing valuation		1,455.24
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		22,803.11
Demand cost		0
Total	$	110,036.07

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
    Derek Thurman, Bentonville District
    Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Motley Road	110,036.07		110,036.07
				Total	$ 110,036.07

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	051810
Date:	
Amount Due:	110,036.07
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Motley Road
RET 051810

SUMMARY:

Depreciated Value	$	63,788.14
Reintegration Value	$	8,187.65
Stranded Costs	$	13,801.93
Engineering & Accounting	$	1,455.24
12 months revenue X 355%	$	$22,803.11
Demand Cost	$	-
TOTAL COST	$	110,036.07

Acct Location	Meter No	Member Sep
316007980	43116750	22748003
316018082	40833265	80557001
316018081	43085299	80557002
316018090	42817141	80557003
316018091	40833264	80557004
316017511	40834522	988180003

Motley Road

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
ENABLE MIDSTREAM PARTNERS LP	RECTIFICER MOTLEY RD GAS LIN	PO BOX 2440 SPOKANE WA 99210-2440	(405) 553-6904	43116750	N/A	
GRANT GARRETT EXCAVATING, INC	5498 S VAUGHN RD	PO BOX 1780 ROGERS AR 72757	(501) 520-5200	40834522	N/A	
TAYLOR JENNIFER	12895 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712	(479) 644-9197	40833265	N/A	
TAYLOR JENNIFER	12815 MOTLEY RD CKN HSES	12895 MOTLEY RD BENTONVILLE AR 72712	(479) 644-9197	43085299		MV 175 Watt Light
TAYLOR JENNIFER	12815 MOTLEY RD	12895 MOTLEY RD BENTONVILLE AR 72712	(479) 644-9197	42817141		70 LED Light Dark Skies
TAYLOR JENNIFER	12815 MOTLEY RD SHOP	12895 MOTLEY RD BENTONVILLE AR 72712	(479) 644-9197	40833264		70 LED Light Dark Skies

Carroll Electric Cooperative Corp.

Project: MOTLEY ROAD																		
Depreciated Value																		
	Unit Cost	Total	Total	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Unit	$	Quantity	Cost	1999	1999	1999	1999	2022	1999	1999	1999	1999	1999	1999	1999	1999	1999	1999
Poles				$ -	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,525.18	$ 1,181.92	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,730.28	$ 1,336.36	$ 1,336.36	$ 1,336.36	$ 1,730.28	$ 1,730.28
30-5	$ 1,181.92	6	$ 7,091.52						1									
35-4	$ 1,336.36	11	$ 14,699.96		1	1	1			1	1	1		1	1	1		
40-4	$ 1,525.18	3	$ 4,575.54					1										
45-3	$ 1,730.28	3	$ 5,190.84										1				1	1
Conductor				$ -	$ 1,595.37	$ 1,669.92	$ 1,655.01	$ 1,640.10	$ -	$ 1,441.30	$ 1,202.74	$ 1,282.26	$ 1,322.02	$ 1,744.47	$ 1,381.66	$ 1,326.99	$ 1,158.01	$ 690.83
#6 DUPLEX	$ 1.10	126	$ 138.60															
#4 ACSR	$ 0.95	11794	$ 11,204.30		321	336	333	330		290	242	258	266	351	278	267	233	139
#1/0 ACSR	$ 1.34	35382	$ 47,411.88		963	1008	999	990		870	726	774	798	1053	834	801	699	417
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78															
#1/0 URD Triplex	$ 3.20	5	$ 16.00															
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95															
OH Pri. Units				$ -	$ 463.74	$ 463.74	$ 463.74	$ 1,151.93	$ -	$ 463.74	$ 463.74	$ 463.74	$ 1,247.57	$ 463.74	$ 463.74	$ 463.74	$ 850.28	$ 850.28
VC1.11	$ 463.74	11	$ 5,101.14		1	1	1			1	1	1		1	1	1		
VC2.21F	$ 1,151.93	1	$ 1,151.93					1										
VC3.1L	$ 850.28	2	$ 1,700.56														1	1
VC4.2L	$ 1,247.57	1	$ 1,247.57										1					
VC5.21	$ 1,192.61	1	$ 1,192.61															
OH Misc Units				$ -	$ 122.87	$ 122.87	$ 122.87	$ 1,208.23	$ 818.26	$ 122.87	$ 122.87	$ 122.87	$ 3,400.46	$ 122.87	$ 122.87	$ 122.87	$ 1,716.66	$ 1,224.28
E2.01	$ 236.90	1	$ 236.90					1										
E2.1	$ 203.01	17	$ 3,451.17						1				6				3	3
F2.10	$ 492.38	11	$ 5,416.18						1				4				2	1
H1.1X	$ 90.01	8	$ 720.08					1					1					
J3.1	$ 83.61	1	$ 83.61															
K1.3	$ 66.15	6	$ 396.90															
P2.1	$ 122.87	21	$ 2,580.27		1	1	1	1	1	1	1	1	1	1	1	1	1	1
P1.3A	$ 758.45	1	$ 758.45					1										
Q2.1	$ 444.55	1	$ 444.55															
M26.70D	$ 596.79	4	$ 2,387.16															
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69															
UM1.5C	$ 265.53	1	$ 265.53															
UM1.6C.1	$ 1,200.50	2	$ 2,401.00															
UM3.7.200NC	$ 815.05	1	$ 815.05															
UM48.5.1	$ 1,026.19	2	$ 2,052.38															
UM6.1	$ 418.25	14	$ 5,855.50															
UM6.10	$ 72.22	6	$ 433.32															
UM6.22.200	$ 321.14	3	$ 963.42															
UM6.34	$ 192.66	6	$ 1,155.96															
UM33.200	$ 1,249.34	1	$ 1,249.34															
UM48.2	$ 325.75	1	$ 325.75															
UM48.1	$ 157.26	1	$ 157.26															
UJ2.6	$ 83.23	1	$ 83.23															
UJ2.6.1	$ 334.58	1	$ 334.58															
			Project Total															
	Replacement Value		$ 161,136.46	$ -	$ 3,518.34	$ 3,592.89	$ 3,577.98	$ 5,525.44	$ 2,000.18	$ 3,364.27	$ 3,125.71	$ 3,205.23	$ 7,700.33	$ 3,667.44	$ 3,304.63	$ 3,249.96	$ 5,455.23	$ 4,495.67
	Depreiciated Value		$ 63,788.14	$ -	$ 1,382.21	$ 1,411.49	$ 1,405.64	$ 5,257.06	$ 785.79	$ 1,321.68	$ 1,227.96	$ 1,259.20	$ 3,025.13	$ 1,440.78	$ 1,298.25	$ 1,276.77	$ 2,143.13	$ 1,766.16

Project: MOTLEY ROAD																		
Depreciated Value																		
	Unit Cost	Total	Total	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34
Unit	$	Quantity	Cost	1999	1999	1999	2018	1999	1999	1999	1999	1999	1999	1986	1986		1986	1986
Poles				$ 1,336.36	$ -	$ -	$ -	$ 1,525.18	$ 1,525.18	$ -	$ -	$ -	$ -	$ -	$ 1,336.36	$ -	$ -	$ 1,181.92
30-5	$ 1,181.92	6	$ 7,091.52															1
35-4	$ 1,336.36	11	$ 14,699.96	1											1			
40-4	$ 1,525.18	3	$ 4,575.54					1	1									
45-3	$ 1,730.28	3	$ 5,190.84															
Conductor				$ -	$ 2,400.30	$ 5,124.45	$ -	$ 20,252.75	$ 20,252.75	$ 9,029.70	$ -	$ 63.50	$ 16.00	$ -	$ 168.63	$ -	$ -	$ 187.11
#6 DUPLEX	$ 1.10	126	$ 138.60															
#4 ACSR	$ 0.95	11794	$ 11,204.30					4075	4075									
#1/0 ACSR	$ 1.34	35382	$ 47,411.88					12225	12225									
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78												73			81
#1/0 URD Triplex	$ 3.20	5	$ 16.00										5					
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95		378	807				1422		10						
OH Pri. Units				$ 463.74	$ -	$ -	$ -	$ 463.74	$ 1,192.61	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VC1.11	$ 463.74	11	$ 5,101.14	1				1										
VC2.21F	$ 1,151.93	1	$ 1,151.93															
VC3.1L	$ 850.28	2	$ 1,700.56															
VC4.2L	$ 1,247.57	1	$ 1,247.57															
VC5.21	$ 1,192.61	1	$ 1,192.61						1									
OH Misc Units				$ 212.88	$ -	$ -	$ -	$ 122.87	$ 1,806.67	$ -	$ -	$ -	$ -	$ -	$ 1,917.16	$ -	$ -	$ 212.88
E2.01	$ 236.90	1	$ 236.90															
E2.1	$ 203.01	17	$ 3,451.17						3									
F2.10	$ 492.38	11	$ 5,416.18						2									
H1.1X	$ 90.01	8	$ 720.08	1					1						1			1
J3.1	$ 83.61	1	$ 83.61															
K1.3	$ 66.15	6	$ 396.90												1			
P2.1	$ 122.87	21	$ 2,580.27	1				1	1						1			1
P1.3A	$ 758.45	1	$ 758.45															
Q2.1	$ 444.55	1	$ 444.55												1			
M26.70D	$ 596.79	4	$ 2,387.16												2			
UG Units				$ 5,108.35	$ 6,296.38	$ 4,059.42	$ -	$ -	$ 5,108.35	$ 4,368.24	$ -	$ 1,368.28	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69	1					1									
UM1.5C	$ 265.53	1	$ 265.53									1						
UM1.6C.1	$ 1,200.50	2	$ 2,401.00			1				1								
UM3.7.200NC	$ 815.05	1	$ 815.05		1													
UM48.5.1	$ 1,026.19	2	$ 2,052.38			1				1								
UM6.1	$ 418.25	14	$ 5,855.50		6	3				4		1						
UM6.10	$ 72.22	6	$ 433.32		6													
UM6.22.200	$ 321.14	3	$ 963.42		3													
UM6.34	$ 192.66	6	$ 1,155.96			3				2		1						
UM33.200	$ 1,249.34	1	$ 1,249.34		1													
UM48.2	$ 325.75	1	$ 325.75		1													
UM48.1	$ 157.26	1	$ 157.26									1						
UJ2.6	$ 83.23	1	$ 83.23							1								
UJ2.6.1	$ 334.58	1	$ 334.58									1						
			Project Total															
	Replacement Value		$ 161,136.46	$ 7,121.33	$ 8,696.68	$ 9,183.87	$ -	$ 22,364.54	$ 29,885.56	$ 13,397.94	$ -	$ 1,431.78	$ 16.00	$ -	$ 3,422.15	$ -	$ -	$ 1,581.91
	Depreiciated Value		$ 63,788.14	$ 2,797.66	$ 3,416.55	$ 3,607.95	$ -	$ 8,786.07	$ 11,740.75	$ 5,263.48	$ -	$ 562.49	$ 6.29	$ -	$ 513.32	$ -	$ -	$ 237.29

Project: MOTLEY ROAD											
Depreciated Value											
	Unit Cost	Total	Total	35	36	37	38	39	40	41	42
Unit	$	Quantity	Cost	1986	2000	2000	1985	1985	1985	1983	1983
Poles				$ -	$ -	$ 1,181.92	$ -	$ 1,181.92	$ -	$ 1,181.92	$ 1,181.92
30-5	$ 1,181.92	6	$ 7,091.52			1		1		1	1
35-4	$ 1,336.36	11	$ 14,699.96								
40-4	$ 1,525.18	3	$ 4,575.54								
45-3	$ 1,730.28	3	$ 5,190.84								
Conductor				$ 173.25	$ -	$ 187.11	$ -	$ 113.19	$ 182.49	$ -	$ 138.60
#6 DUPLEX	$ 1.10	126	$ 138.60								126
#4 ACSR	$ 0.95	11794	$ 11,204.30								
#1/0 ACSR	$ 1.34	35382	$ 47,411.88								
#1/0 TRIPLEX	$ 2.31	438	$ 1,011.78	75		81		49	79		
#1/0 URD Triplex	$ 3.20	5	$ 16.00								
#1/0 25kV 260mill	$ 6.35	2617	$ 16,617.95								
OH Pri. Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
VC1.11	$ 463.74	11	$ 5,101.14								
VC2.21F	$ 1,151.93	1	$ 1,151.93								
VC3.1L	$ 850.28	2	$ 1,700.56								
VC4.2L	$ 1,247.57	1	$ 1,247.57								
VC5.21	$ 1,192.61	1	$ 1,192.61								
OH Misc Units				$ -	$ -	$ 941.97	$ -	$ 911.30	$ -	$ -	$ 875.82
E2.01	$ 236.90	1	$ 236.90								
E2.1	$ 203.01	17	$ 3,451.17					1			
F2.10	$ 492.38	11	$ 5,416.18					1			
H1.1X	$ 90.01	8	$ 720.08			1					1
J3.1	$ 83.61	1	$ 83.61					1			
K1.3	$ 66.15	6	$ 396.90			2		2			1
P2.1	$ 122.87	21	$ 2,580.27			1					1
P1.3A	$ 758.45	1	$ 758.45								
Q2.1	$ 444.55	1	$ 444.55								
M26.70D	$ 596.79	4	$ 2,387.16			1					1
UG Units				$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
UC2	$ 5,108.35	2	$ 10,216.69								
UM1.5C	$ 265.53	1	$ 265.53								
UM1.6C.1	$ 1,200.50	2	$ 2,401.00								
UM3.7.200NC	$ 815.05	1	$ 815.05								
UM48.5.1	$ 1,026.19	2	$ 2,052.38								
UM6.1	$ 418.25	14	$ 5,855.50								
UM6.10	$ 72.22	6	$ 433.32								
UM6.22.200	$ 321.14	3	$ 963.42								
UM6.34	$ 192.66	6	$ 1,155.96								
UM33.200	$ 1,249.34	1	$ 1,249.34								
UM48.2	$ 325.75	1	$ 325.75								
UM48.1	$ 157.26	1	$ 157.26								
UJ2.6	$ 83.23	1	$ 83.23								
UJ2.6.1	$ 334.58	1	$ 334.58								
			Project Total								
	Replacement Value		$ 161,136.46	$ 173.25	$ -	$ 2,311.00	$ -	$ 2,206.41	$ 182.49	$ 1,181.92	$ 2,196.34
	Depreiciated Value		**$ 63,788.14**	$ 25.99	$ -	$ 964.02	$ -	$ 330.96	$ 27.37	$ 177.29	$ 329.45

Project: MOTLEY ROAD
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 5	WP xx	WP xx	WP xx	WP xx	WP xx	WP xx	Construction Quantity	Retirement WP 5	WP 30	WP 33	WP 36	WP 38	WP41	WP xx	Retirement Quantity	Total Cost
Poles																			
Conductor																			
#6 DUPLEX	$ 1.10	$ 0.44														81		81	$ 35.64
OH Pri. Units																			
VA1.014	$ 90.97	$ 43.98	1							1									$ 90.97
VC5.2L	$ 834.72	$ 519.15									1							1	$ 519.15
OH Misc Units																			
E2.1	$ 203.01	$ 125.60									3							3	$ 376.80
F2.10	$ 492.38	$ 68.57									2							2	$ 137.14
J1.1	$ 65.64	$ 35.01														1		1	$ 35.01
J3.1	$ 83.61	$ 35.01										1	1	1	1			4	$ 140.04
UG Units																			

SUBTOTAL	$ 1,334.75
TRANSFORMER TESTING & RESTOCKING	$ 6,224.10
METER REMOVAL & TESTING	$ 628.80
TOTAL	**$ 8,187.65**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00	1	$ 184.50	$ 184.50
15 KVA	$ 1,147.75	3	$ 344.33	$ 1,032.98
25 KVA	$ 1,429.05		$ 428.72	$ -
UG15	$ 1,670.05	1	$ 501.02	$ 501.02
UG25	$ 2,000.37		$ 600.11	$ -
UG225	$ 7,509.35	2	$ 2,252.81	$ 4,505.61
			Total	**$ 6,224.10**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 203.00		$ 60.90	$ -
meter CL200 Non-Disconnect	$ 126.00	5	$ 37.80	$ 189.00
meter Three-Phase CT (9S)	$ 733.00	2	$ 219.90	$ 439.80
meter CL320	$ 263.00		$ 78.90	$ -
			Meter Removal Total	**$ 628.80**

Meters and Xfmr Charging Method

- ○ Reintegration-Meters and Xfmrs will be removed by CECC
- ◉ Restock and Test-City will remove and haul back to CECC

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution and budget adjustment to purchase CECC facilities for $140,332.88.
Action Recommendation & Justification:	The City of Bentonville recommends entering into an agreement with Carroll Electric to purchase facilities and accounts along Sears Rd. (between Monringstar Rd. and Nomad Rd.) for $140,332.88 and a budget adjustment to cover the costs.
Additional Comments for Consideration (Optional):	See attached documentation.
Amount for Approval:	$ 140,332.88

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
503010-47310	Improvs Other - Electric	$ 140,332.88	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

Carroll Electric Cooperative Corporation
Reliable | Affordable | Local

800-432-9720
carrollecc.com

April 5, 2024

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

RE: Sale of Facilities – Sears Road (Morningstar to Nomad)

Dear Mayor Orman:

We have completed our inventory and appraisal of the cooperative properties for the facilities currently serving seven consumers in southwest Bentonville, per the letter dated September 27, 2019, stating your intent to provide service to this area. For practical purposes, we have designated this cutover project as Sears Road (Morningstar to Nomad). Pursuant to Arkansas law and the Mediation Settlement Agreement dated September 13, 2010, the following amounts have been determined as the proper valuation:

Present-day reproduction cost, new, of the properties and facilities being acquired, less depreciation computed on a straight-line basis	$	43,374.58
Cost of construction of necessary facilities to reintegrate the system after detaching the portion to be sold		4,943.48
Stranded Costs - The book value, net of depreciation, of all properties and facilities not being acquired or portions thereof, which were constructed or purchased in good faith by the electric public utility in order to serve customers in the annexed area		15,946.34
Administrative, engineering and accounting expenses associated with establishing valuation		4,915.26
Three hundred fifty-five percent (355%) of gross revenues less gross receipts taxes received for the 12-month period		71,153.22
Demand cost		0
Total	$	140,332.88

A billing statement and tabulations are included for your convenience.

After receipt of payment in full, please contact Mr. Mike Dodge, Vice President of our Bentonville District to coordinate this cutover. All Carroll Electric facilities in the area are included in the above amounts.

Carroll Electric Cooperative is in full agreement of the release of these facilities and accounts to the City of Bentonville and will coordinate the exchange with your personnel in order to cause minimum inconvenience. Please contact me concerning this information should any questions arise.

Sincerely,

Rob Boaz

Rob Boaz
President, CEO

RB/tg
Enclosures
cc: Mike Dodge, Bentonville District
Derek Thurman, Bentonville District
Travis Matlock, City of Bentonville

Carroll Electric Cooperative Corporation

707 SE Walton Blvd.
PO Box 329
Bentonville, AR 72712

Phone: (479) 273-2421

Statement

Date: April 5, 2024

Bill To: City of Bentonville
305 SW A Street
Bentonville, AR 72712

Date	Type	Description	Amount	Payment	Balance
4/5/2024	Facility Sale	Sears Road (Morningstar to Nomad)	140,332.88		140,332.88
				Total	$ 140,332.88

REMITTANCE	
Customer Name:	City of Bentonville
Customer ID:	
Statement #:	058877
Date:	
Amount Due:	140,332.88
Amount Enclosed:	

Carroll Electric Cooperative Corp.

2024 Facilities Sold to City of Bentonville - Sears Road (Morningstar to Nomad)
RET 058877

SUMMARY:

Depreciated Value	$	43,374.58
Reintegration Value	$	4,943.48
Stranded Costs	$	15,946.34
Engineering & Accounting	$	4,915.26
12 months revenue X 355%	$	$71,153.22
Demand Cost	$	-
TOTAL COST	$	140,332.88

Acct Location	Meter No	Member Sep
323508590	123051442	9508379001
316023921	74260942	998783001
316023920	86519016	63896001
316022890	59115733	965402001
3162299002	92568320	113173009
316022791	75884275	9488349002
316022980	52464881	998220001

Sears Road (Morningstar to Nomad)

Customer Name	Physical Address	Mailing Address	Telephone Number	Meter Number	HPS Light	Type of Light
KALAF JONATHAN M	5703 S 60TH PL	5703 S 60TH PL ROGERS AR 72758	(314) 413-0336	123051442	N/A	
OSAGE ESTATES LLC	10203 SEARS RD WELL	4010 ENGLEFIELD BENTONVILLE AR 72713	(479) 877-6014	74260942	N/A	
WILLIS MAURICE OR PAMELA	10203 SEARS RD	10203 SEARS RD BENTONVILLE AR 72712	(479) 790-3009	86519016		70 LED DARK SKIES
ROACH MICHAEL	10494 SEARS RD	10494 SEARS RD BENTONVILLE AR 72712	(479) 650-2475	59115733	N/A	
DUPPS JOHN K	10395 SEARS RD	10395 SEARS RD BENTONVILLE AR 72713	(479) 253-3335	92568320	N/A	
ROACH JUSTIN	10500 SEARS RD	10500 SEARS RD BENTONVILLE AR 72712	(479) 936-4253	75884275	N/A	
MANTOOTH JESSICA OR RYAN	10530 SEARS RD	10530 SEARS RD BENTONVILLE AR 72712	(731) 780-4880	52464881	N/A	

Carroll Electric Cooperative Corp.

Project: Sears Road (Morningstar to Nomad)																		
Depreciated Value																		
	Unit Cost	Total	Total	2	3	4	5	6	8	9	12	13	14	17	18	19	20	21
Unit	$	Quantity	Cost	1996	1996	1996	1996	1996	2021	2021	2021	2021	2021	2021	2014	2015	2017	2017
Poles				$ 1,181.92	$ 1,181.92	$ 1,336.36	$ 1,336.36	$ 1,181.92	$ 1,525.18	$ -	$ 1,525.18	$ -	$ -	$ 1,525.18	$ -	$ -	$ -	$ -
30-5	$ 1,181.92	3	$ 3,545.76	1	1			1										
35-4	$ 1,336.36	2	$ 2,672.72			1	1											
40-4	$ 1,525.18	4	$ 6,100.72						1		1			1				
Conductor				$ 191.73	$ 249.48	$ 148.20	$ 338.20	$ 108.57	$ 439.52	$ 40.32	$ 195.64	$ 4,660.90	$ 75.12	$ 160.80	$ 2,743.20	$ 766.08	$ 1,485.90	$ 1,314.45
#4 ACSR	$ 0.95	512	$ 486.40			156	356											
#1/0 ACSR	$ 1.34	728	$ 975.52						328		146			120				
#1/0 TRIPLEX	$ 2.31	238	$ 549.78	83	108			47										
#350 URD Triplex	$ 9.39	58	$ 544.62										8					
#4/0 URD Triplex	$ 5.76	210	$ 1,209.60							7						133		
#1/0 25kV 260mill	$ 6.35	2519	$ 15,995.65									734			432		234	207
OH Pri. Units				$ -	$ -	$ 366.31	$ 527.92	$ -	$ 192.17	$ -	$ 173.02	$ -	$ -	$ 173.02	$ -	$ -	$ -	$ -
VA1.01	$ 95.84	1	$ 95.84				1											
VA5.1S	$ 173.02	4	$ 692.08			1					1			1				
VA5.1	$ 192.17	2	$ 384.34				1		1									
VA5.3	$ 193.29	1	$ 193.29			1												
VA5.3B	$ 239.91	1	$ 239.91				1											
OH Misc Units				$ 188.51	$ 974.42	$ 808.55	$ 296.49	$ 875.82	$ 908.27	$ -	$ 679.68	$ -	$ -	$ 212.88	$ -	$ -	$ -	$ -
E2.1	$ 203.01	3	$ 609.03		1	1			1									
F2.10	$ 492.38	2	$ 984.76		1				1									
F1.10	$ 515.53	1	$ 515.53			1												
H1.1X	$ 90.01	8	$ 720.08		1	1	1	1	1		1			1				
J1.1	$ 65.64	1	$ 65.64	1														
J3.1	$ 83.61	1	$ 83.61				1											
K1.3	$ 66.15	2	$ 132.30		1			1										
P2.1	$ 122.87	8	$ 982.96	1	1		1	1	1		1			1				
S1.02	$ 466.80	2	$ 933.60								1							
M26.70D	$ 596.79	1	$ 596.79					1										
UG Units				$ -	$ -	$ -	$ -	$ -	$ 1,386.03	$ 742.00	$ 1,955.35	$ 1,397.21	$ 1,150.60	$ 1,955.35	$ 1,622.80	$ -	$ 2,961.01	$ 1,368.28
UA1	$ 1,955.35	3	$ 5,866.06								1			1				
UM1.5C	$ 265.53	4	$ 1,062.12									1			1			1
UM1.7NC	$ 673.49	1	$ 673.49														1	
UM3.14	$ 828.18	1	$ 828.18														1	
UM5	$ 1,386.03	1	$ 1,386.03						1									
UM6.1	$ 418.25	7	$ 2,927.75									1			2		2	1
UM6.6	$ 153.74	2	$ 307.48							1			1					
UM6.10	$ 72.22	2	$ 144.44														2	
UM6.22.200	$ 321.14	1	$ 321.14														1	
UM6.34	$ 192.66	3	$ 577.98									1						1
UM48.1	$ 157.26	3	$ 471.78														1	1
UM48.1L	$ 186.19	2	$ 372.38									1			1			
UJ2.6.1	$ 334.58	4	$ 1,338.32									1			1			1
UQ2.MBM	$ 588.26	1	$ 588.26							1								
UQ2.MBM.2	$ 996.86	1	$ 996.86										1					
			Project Total															
	Replacement Value		$ 57,172.80	$ 1,562.16	$ 2,405.82	$ 2,659.42	$ 2,498.97	$ 2,166.31	$ 4,451.17	$ 782.32	$ 4,528.87	$ 6,058.11	$ 1,225.72	$ 4,027.23	$ 4,366.00	$ 766.08	$ 4,446.91	$ 2,682.73
	Depreiciated Value		$ 43,374.58	$ 499.89	$ 769.86	$ 851.01	$ 799.67	$ 693.22	$ 4,126.87	$ 725.32	$ 4,198.91	$ 5,616.73	$ 1,136.42	$ 3,733.82	$ 3,305.69	$ 598.64	$ 3,690.94	$ 2,226.67

Project: Sears Road (Morningstar to Nomad)							
Depreciated Value							
	Unit Cost	Total	Total	22	24	25	26
Unit	$	Quantity	Cost	2016	2017	2017	2017
Poles				$ -	$ 1,525.18	$ -	$ -
30-5	$ 1,181.92	3	$ 3,545.76				
35-4	$ 1,336.36	2	$ 2,672.72				
40-4	$ 1,525.18	4	$ 6,100.72		1		
Conductor				$ 469.50	$ 179.56	$ 5,791.20	$ 403.20
#4 ACSR	$ 0.95	512	$ 486.40				
#1/0 ACSR	$ 1.34	728	$ 975.52		134		
#1/0 TRIPLEX	$ 2.31	238	$ 549.78				
#350 URD Triplex	$ 9.39	58	$ 544.62	50			
#4/0 URD Triplex	$ 5.76	210	$ 1,209.60				70
#1/0 25kV 260mill	$ 6.35	2519	$ 15,995.65			912	
OH Pri. Units				$ -	$ 173.02	$ -	$ -
VA1.01	$ 95.84	1	$ 95.84				
VA5.1S	$ 173.02	4	$ 692.08		1		
VA5.1	$ 192.17	2	$ 384.34				
VA5.3	$ 193.29	1	$ 193.29				
VA5.3B	$ 239.91	1	$ 239.91				
OH Misc Units				$ -	$ 679.68	$ -	$ -
E2.1	$ 203.01	3	$ 609.03				
F2.10	$ 492.38	2	$ 984.76				
F1.10	$ 515.53	1	$ 515.53				
H1.1X	$ 90.01	8	$ 720.08		1		
J1.1	$ 65.64	1	$ 65.64				
J3.1	$ 83.61	1	$ 83.61				
K1.3	$ 66.15	2	$ 132.30				
P2.1	$ 122.87	8	$ 982.96		1		
S1.02	$ 466.80	2	$ 933.60		1		
M26.70D	$ 596.79	1	$ 596.79				
UG Units				$ -	$ 1,955.35	$ 1,368.28	$ -
UA1	$ 1,955.35	3	$ 5,866.06		1		
UM1.5C	$ 265.53	4	$ 1,062.12			1	
UM1.7NC	$ 673.49	1	$ 673.49				
UM3.14	$ 828.18	1	$ 828.18				
UM5	$ 1,386.03	1	$ 1,386.03				
UM6.1	$ 418.25	7	$ 2,927.75			1	
UM6.6	$ 153.74	2	$ 307.48				
UM6.10	$ 72.22	2	$ 144.44				
UM6.22.200	$ 321.14	1	$ 321.14				
UM6.34	$ 192.66	3	$ 577.98			1	
UM48.1	$ 157.26	3	$ 471.78			1	
UM48.1L	$ 186.19	2	$ 372.38				
UJ2.6.1	$ 334.58	4	$ 1,338.32			1	
UQ2.MBM	$ 588.26	1	$ 588.26				
UQ2.MBM.2	$ 996.86	1	$ 996.86				
			Project Total				
	Replacement Value		$ 57,172.80	$ 469.50	$ 4,512.79	$ 7,159.48	$ 403.20
	Depreiciated Value		$ 43,374.58	$ 378.28	$ 3,745.62	$ 5,942.37	$ 334.66

Project: Sears Road (Morningstar to Nomad)
Reintegration Value

Carroll Electric Cooperative Corp.

Unit	Construction Unit Cost	Retirement Unit Cost	Construction WP 1	Construction WP 11	Construction WP 16	Construction WP 23	Construction Quantity	Retirement WP 1	Retirement WP 11	Retirement WP 16	Retirement WP 23	Retirement Quantity	Total Cost
Poles													
Conductor													
OH Pri. Units													
VA5.3S	$ 237.27	$ 191.28						1	1	1	1	4	$ 765.12
OH Misc Units													
E2.1	$ 203.01	$ 125.60						1				1	$ 125.60
F2.10	$ 492.38	$ 68.57						1				1	$ 68.57
J3.1	$ 83.61	$ 35.01						1				1	$ 35.01
UG Units													

SUBTOTAL	$ 994.30
TRANSFORMER TESTING & RESTOCKING	$ 3,643.48
METER REMOVAL & TESTING	$ 305.70
TOTAL	**$ 4,943.48**

Transformer	Current Value from UPN	Qty	30% Testing & Restocking	Total
10 KVA	$ 615.00		$ 184.50	$ -
15 KVA	$ 1,147.75	1	$ 344.33	$ 344.33
25 KVA	$ 1,429.05	1	$ 428.72	$ 428.72
37.5 KVA	$ 1,896.97	1	$ 569.09	$ 569.09
UG15	$ 1,670.05	1	$ 501.02	$ 501.02
UG25	$ 2,000.37	3	$ 600.11	$ 1,800.33
			Total	**$ 3,643.48**

Meter Removal:		Qty		
meter CL200 Disconnect	$ 203.00		$ 60.90	$ -
meter CL200 Non-Disconnect	$ 126.00	6	$ 37.80	$ 226.80
meter CL320	$ 263.00	1	$ 78.90	$ 78.90
			Meter Removal Total	**$ 305.70**

Meters and Xfmr Charging Method

○ Reintegration-Meters and Xfmrs will be removed by CECC

◉ Restock and Test-City will remove and haul back to CECC

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Travis Matlock
Phone:	479-271-5941	**For Department(s):**	Electric
Email:	tmatlock@bentonvillear.com		

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:	Resolution to award bid IFB 24-29 to Hawk Line Construction & BBC Electrical Services.
Action Recommendation & Justification:	The City of Bentonville recommends awarding IFB 24-29 for on-call General Overhead Construction Services to both Hawk Line Construction Service and BBC Electrical Services per the attached bid tabulation.
Additional Comments for Consideration (Optional):	See attached bid tabulation.
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
		$	$
		$	$
		$	$
		$	$

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 PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	4/9/2024	Time of Bid Opening:	2:00 PM	Solicitation ID Number:	IFB-24-29

Solicitation Title: Contractor to perform General Overhead Electric Construction Work (as needed)

	Bidders:	R+M Poleline Construction			BBC Electrical Services			J.F. Electric			Hawk Line Construction		
Line Item	Description	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work	(A) Per Hour Charge Regular Weekday work	(B) Per Hour Charge Overtime Weekday Work	(C) Per Hour Charge Saturday Work
1	Foreman/Crew Leader	$106.00	$136.00	$136.00	$114.74	$164.72	$164.72	$117.08	$163.61	$214.02	$111.37	$154.89	$154.89
2	Journeyman Lineman	$101.00	$130.00	$130.00	$105.11	$150.56	$150.56	$107.57	$149.87	$195.69	$102.89	$142.43	$142.43
3	Qualified Observer/Apprentice	$68.00	$99.00	$99.00	$90.67	$129.29	$129.29	$83.77	$115.50	$149.87	$102.89	$142.43	$142.43
4	Bucket Truck 60' with Hydraulic Impact Wrench and Hot Line Tools/Rubber Goods	$55.00	$55.00	$55.00	$40.00	$40.00	$40.00	$34.00	$34.00	$34.00	$35.99	$35.99	$35.99
5	Digger-Derrick Single Axle with Hydraulic Tamp	$53.00	$53.00	$53.00	$40.00	$40.00	$40.00	$34.00	$34.00	$34.00	$36.95	$36.95	$36.95
6	Foreman Pick-Up Truck	$23.00	$23.00	$23.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.00	$16.59	$16.59	$16.59
7	Back-yard Machine	$76.00	$76.00	$76.00	$45.00	$45.00	$45.00	$39.00	$39.00	$39.00	$43.92	$43.92	$43.92
8	Crane	$246.00	$315.00	$315.00	$95.00	$95.00	$95.00	$97.15	$97.15	$97.15	$61.28	$61.28	$61.28
	Total Bid Price	**$2,502.00**			**$1,907.66**			**$1,957.43**			**$1,780.84**		

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Patrick Johndrow
Phone:	479-271-6781	**For Department(s):**	Finance
Email:	pjohndrow@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [ ] Bid Award
- [ ] Enter into an Agreement
- [ ] Change Order
- [ ] Recognizing Funds
- [x] Budget Adjustment
- [ ] Waiver of Bid
- [ ] Emergency Clause

- [ ] Ordinance
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Letter of Credit - Compost Facility
Action Recommendation & Justification:	Requesting City Council approval of a resolution authorizing the issuance of a Letter of Credit in the amount of $1,000,000 as required by the Arkansas Department of Environmental Quality for the City of Bentonville compost facility. The cost of issuance is $14,000 and requires a budget adjustment.
Additional Comments for Consideration (Optional):	
Amount for Approval:	$ 14,000.00

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
503030-43410	Professional Services / Other	$ 14,000.00	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply): ☐ General Fund ☑ Utility Fund ☐ Street Fund ☐ Other(s):

Budget Impact Notes for Consideration (Optional):

ARVEST

Letter of Credit Fee

April 11, 2024

RE: Letter of Credit

Dear Patrick,

Thank you for giving Arvest Bank the opportunity to provide a $1,000,000 Letter of Credit on behalf of the City of Bentonville to the Arkansas Department of Environmental Quality. As discussed, the charge associated with the Letter of Credit is a flat fee of 1.4% per annum. This fee quote is valid for the next 30 days.

Please let me know if you have additional questions.

Sincerely,

Kelly Carlson
Executive Vice President | Arvest Benton
Loan Manager
479.271.1330 (O) | 501.593.0502 (C) | 479.271.1217 (F)

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	mbender@bentonvillear.com		

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:	Crossland Heavy Contractors, Inc. Contract for Emergency Repair of 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of South Dixieland Road in Rogers, Arkansas. This is a time and material contract for emergency repair after leak was located by staff. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
Additional Comments for Consideration (Optional):	This is the leak staff made City Council aware of in February and was preparing to repair prior to the emergency failure at Hwy 112 in Cave Springs.
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
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):____________________

Budget Impact Notes for Consideration (Optional):

CROSSLAND
HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Thursday, April 4, 2023

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 4th day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of Dixieland Rd between S Pleasant Crossing Blvd & Oakwood Ave in Rogers with the nearest address being 1117 N Dixieland, Lowell, AR.

Section 1: Contract Documents. The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: Scope of Work. The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: Price and Payment. The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	$ 125.00	includes phone, fuel, truck, labor burden
Superintendent	$ 120.00	includes phone, fuel, truck, labor burden
Assistant PM	$ 85.00	includes phone, fuel, truck, labor burden
Highly Skilled Operator	$ 52.00	includes labor burden
Operator	$ 46.00	includes labor burden
Skilled Laborer	$ 41.00	includes labor burden
36-44 Ton Excavator	$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	$ 163.36	planned to be utilized
55-73 Ton Excavator	$ 257.98	In case a larger excavator is needed
2501 - 2850 LB Track Loader	$ 45.81	In case a track loader is needed
150-174 HP Wheel Loader	$ 63.04	In case a wheel loader is needed

Section 4: <u>Entire Agreement.</u> The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: <u>Time.</u> Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

Section 6: <u>Differing Site Conditions.</u> Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing of any:

(1) Hazardous Material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contactor to legal liability.
(2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
(3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

Section 7: <u>Changes in Work.</u> The Work shall be subject to changes by additions, deletions, or revisions by the Owner. The Owner shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders. Whenever an adjustment in the Contract time is required because of Owner's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the Owner, within a reasonable time, a detailed estimate with supporting calculations, together with any adjustments to the Contract time. Cost of the change or the amount of the adjustment shall be determined based on the cost to the Contractor plus reasonable amounts for overhead and profit. The Contractor shall not be obligated to perform changes in the Work or additional work until the Owner has approved, in writing, the changes to the Contract time.

Section 8: **Suspension of Work.** The Contractor, at its option, may suspend Work under the Contract as a result of the following: (1) Owner's failure to timely pay sums due to the Contractor, until such payment is made; (2) a dispute over payment for extra work, differing site conditions, changes by Owner or other circumstances beyond Contractor's control if such circumstance will cause the Contractor to suffer substantial financial hardship if Contractor is required to continue the Work; or (3) Owner's failure to provide Owner's ability to pay Contractor for the work remaining to be performed by Contractor. Any suspension of Work under this Contract will also suspend the progress and completion dates set forth in Section 5.

Section 9: **Inspection of the Work.** The Contractor shall make the Work accessible at all times for inspection by the Owner. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's work.

Section 10: **Site Access and Rights of Way.** The Owner shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites upon which the Work is to be performed, including convenient access to the site or sites and any other site or sites designated in the Contract Documents for use by the Contractor. Owner shall continue to provide such access until completion of the Contract. Any delay in providing such access shall entitle the Contractor to an equitable adjustment in the Contract time.

Section 11: **Surveys and Reports.** The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: **Permits, Licenses and Regulations.** Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

Section 13: **Termination.** The Owner reserves the right to terminate the Work for its convenience upon notice in writing to the Contractor. In such an event, the Contractor shall be paid its actual costs, including currently earned overhead and profit, for the portion of the Work performed to the date of termination, and for all of Contractor's incurred costs of termination, including demobilization and any termination charges by vendors and subcontractors. Should the Owner become insolvent or commit a material breach or default under the Contract, including, but not limited to, failure to pay timely undisputed sums due to the Contractor, then the Contractor may terminate this contract.

Section 14: <u>Insurance.</u>

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance ($1,000,000 limit)

b. Commercial General Liability Insurance ($2,000,000 per occurrence & $4,000,000 aggregate limits)

c. Automobile Liability Insurance ($1,000,000 combined single limit)

d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: <u>Disputes.</u> Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: <u>Warranty.</u> Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: Mutual Waiver of Consequential Damages. The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: Time Limit on Claims. The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: Governing Law. This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)	Crossland Heavy Contractors, Inc. (Contractor)
Name	Name
Title	Title
Signature	Signature
Date:	Date:

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	4/23/2024	**Submitted By:**	Mike Bender
Phone:	479-271-3140	**For Department(s):**	Water Utilities
Email:	mbender@bentonvillear.com		

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:	Crossland Heavy Contractors, Inc. Contract for Emergency Repair of 48" Water Transmission Main
Action Recommendation & Justification:	Ordinance waiving the requirement of competitive bidding and entering into an agreement with Crossland Heavy Contractors, Inc. for emergency repair of 48-inch water transmission main located west of Arkansas State Hwy 112 north of W. Wallis Road in Cave Springs, Arkansas. This is a time and material contract for emergency repair after water main was damaged. This is not a budgeted item, and a budget adjustment will be required and requested after the project is completed.
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
		$	$
		$	$
		$	$
		$	$

Fund(s) Impacted (check all that apply) ☐ General Fund ☐ Utility Fund ☐ Street Fund ☐ Other(s):________________________________

Budget Impact Notes for Consideration (Optional):

CROSSLAND
HEAVY CONTRACTORS

501 S. East Ave, P.O. Box 350
Columbus, KS 66725
Tel: 620.429.1410

Wednesday, April 03, 2024

SHORT FORM PRIME CONTRACT BETWEEN OWNER & CONTRACTOR

This Agreement ("Contract") is made this 3rd day of April 2024, between Crossland Heavy Contractors, Inc. ("Contractor") and The City of Bentonville, AR ("Owner") with respect to the project, "48" Water Line Point Repair" ("Project").

The project is located on the west side of N Main St (Hwy 112) in Cave Springs between Pace Ln & Evening Star Rd.

Section 1: **Contract Documents.** The Contract Documents consist of this Contract. The Contractor agrees to furnish all labor & equipment required to complete the work, as set forth in Section 2 ("Scope of Work"), in accordance with the Contract Documents.

Section 2: **Scope of Work.** The Project "Scope of Work" or "Work" includes dewatering, excavation, exposure of damage, and any additional work as directed by the Owner. The Contractor agrees to furnish labor, materials, equipment, subcontractors & other services required to complete the Scope of Work as directed by the Owner. This includes, but is not limited to, erosion control, demolition & remediation. Repair design, plans, specifications & repair methods will be the responsibility of the Owner.

All Work to be performed shall be at the direction of the Owner or its agent designated by Owner in writing to the Contractor.

Section 3: **Price and Payment.** The Owner agrees to pay the Contractor for the strict performance of the Work. Hourly cost of labor and in-house equipment (rate sheet listed in Section 3.1), other equipment, materials, subcontractors & services necessary to complete the Work cost ("Cost") plus ten percent (10%) of the Cost will be the total payment due ("Payment"). Payment due to Contractor by Owner is subject to adjustments for changes in the Work as may be mutually agreed upon by the Owner and Contractor, or as may be required under this Contract. The Owner agrees to pay the Contractor in monthly progress payments for all Work completed. Payments will be due and payable within thirty (30) days of invoice. Final payment to the Contractor shall be made within forty-five (45) days after substantial completion of the Contract and submission of the final invoice, and lien releases conditioned on receipt of final payment, to Owner. The Owner shall not offset any portion of the payment due hereunder against any claim the Owner may have or make against the Contractor.

3.1: Labor and In-House Hourly Equipment Rates:

Description	Rate/HR	Note
Project Manager	$ 125.00	includes phone, fuel, truck, labor burden
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Highly Skilled Operator	$ 54.00	includes labor burden
Operator	$ 46.00	includes labor burden
Skilled Laborer	$ 41.00	includes labor burden
36-44 Ton Excavator	$ 132.76	In case a smaller machine is needed
44-55 Ton Excavator	$ 163.36	planned to be utilized
55-73 Ton Excavator	$ 257.98	In case a larger excavator is needed
85 – 104 HP Crawler Dozer	$ 75.35	planned to be utilized
150-174 HP Wheel Loader	$ 63.04	In case a wheel loader is needed

Section 4: <u>Entire Agreement.</u> The Contract Documents represent the entire agreement between the Contractor and the Owner regarding the Work and supersede any prior written or oral agreements or representations as to that Work.

Section 5: <u>Time.</u> Time is of the essence of this agreement. Work shall commence within 7 days following Contractor's receipt of Owner's notice to proceed. The Contractor shall work diligently and consistently to complete the Project efficiently.

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(2) Subsurface or latent physical conditions at the site materially different from those indicated in the Contract Documents or apparent from a surface review; or
(3) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The Owner shall promptly investigate such conditions. If the Owner finds that the worksite conditions do materially differ, or involve Hazardous Material, the Owner shall make an equitable adjustment in the Contract Time for such work by issuing a change order under Article 7.

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Section 11: Surveys and Reports. The Owner shall furnish to Contractor for the Work, prior to the start of the Work, all necessary surveys and reports describing the physical characteristics, soil, geological and subsurface conditions, legal limitations, utility locations and legal descriptions that might assist the Contractor in properly evaluating the extent and character of the Work required. The Owner shall provide all site surveys and baselines necessary for the Contractor to locate the principal parts of the Work and perform the Work.

Section 12: Permits, Licenses and Regulations. Unless otherwise provided in the Contract Documents, the Contractor shall obtain and pay (and Owner shall reimburse Contractor) for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The Owner and Contractor shall assist the other in obtaining such permits and licenses. Unless otherwise provided, the Owner shall secure and pay for all permits, licenses and easements for permanent structures or permanent changes in existing facilities. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications, or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify Owner of such variance. If any such variances result in any necessary changes in the Work, then the Contractor shall be entitled to an equitable adjustment to the Contract time.

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Section 14: Insurance.

14.1 Contractor's Insurance. The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following insurance:

a. Worker's Compensation (per statutory requirements and Employers' Liability Insurance ($1,000,000 limit)

b. Commercial General Liability Insurance ($2,000,000 per occurrence & $4,000,000 aggregate limits)

c. Automobile Liability Insurance ($1,000,000 combined single limit)

d. Builder's Risk Insurance (100% of Contract amount)

14.2 Owner's Insurance. The Owner is a public entity and thus does not maintain liability insurance.

14.3 Waiver of Subrogation. Owner and Contractor waive all rights against each other and against all other subcontractors and Owners for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the work, except such rights as they may have to proceeds of such insurance. If any applicable policies or insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be endorsed or obtain such consent.

14.4 Additional Insured. The Owner shall be named as an additional insured on Contractor's Commercial General Liability, Automobile, and Builder's Risk Insurance.

Section 15: Disputes. Any controversy or claim arising out of or relating to this Contract or its alleged breach, which cannot be resolved by mutual agreement, shall be determined by litigation. The prevailing party in any action or proceeding to enforce this Contract shall recover its reasonable attorney's fees and costs (including expert witnesses) in that action or proceeding.

Section 16: Warranty. Except to the extent of Owner specified items, the Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality, free from faults and defects, and in conformance with the Contract Documents, and that all Work under this Contract will be performed in a good and workmanlike manner. Until one year after substantial completion, the Owner shall promptly notify the Contractor in writing upon discovery of any defective Work performed under this Contract, which the Contractor shall correct at its expense. If the Owner fails to promptly notify the Contractor or fails to give the Contractor the opportunity to correct, then the Owner's claim for breach of warranty with respect to the defective

Work is waived. The Contractor's warranty under this section excludes remedy for damage or defect caused by abuse (including damage to the Work and materials caused or contributed to by existing connecting facilities), alterations to the Work not executed by Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage. Further this warranty does not extend to or include specification of materials, any design or repair methods or damages arising from such design or repair methods.

Section 17: **<u>Mutual Waiver of Consequential Damages.</u>** The Owner and Contractor waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement.

Section 18: **<u>Time Limit on Claims.</u>** The Owner and Contractor waive all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract that are not commenced within 5 years after the date of Substantial Completion of the Work.

Section 19: **<u>Governing Law.</u>** This Contract shall be governed by Arkansas law.

City of Bentonville, AR (Owner)	Crossland Heavy Contractors, Inc. (Contractor)
Name	Name
Title	Title
Signature	Signature
Date:	Date:

As of morning of April 9

Line is back together and loaded.

Crews are working on flushing and sampling.

Minimum 24 hours before we know results of samples. Must have 2 consecutive samples pass. Total of 10 sample sites with 2 samples each.

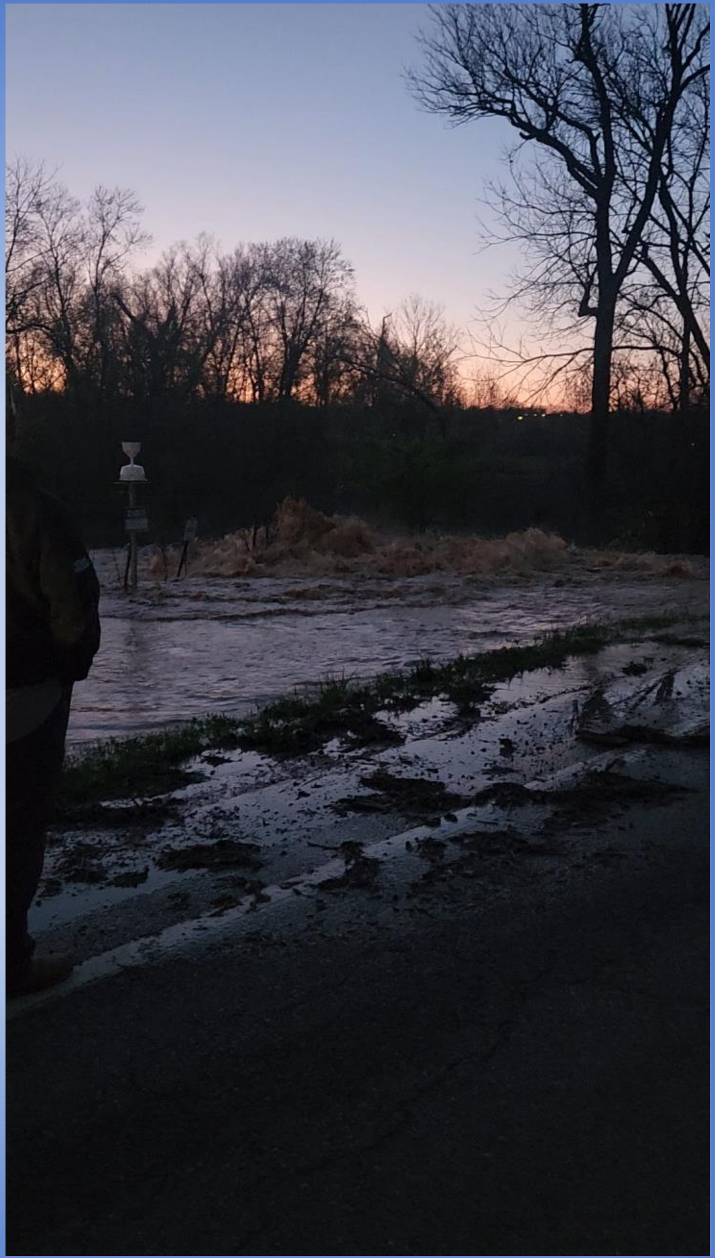
48" Water Line Repair

April 2024

THE CITY OF BENTONVILLE WATER UTILITIES

Tuesday
April 2, 2024
6:00 PM – 8:00 PM

THE CITY OF
WATER
UTILITIES
BENTONVILLE



Valves closed to isolate the leak

Leak after failure

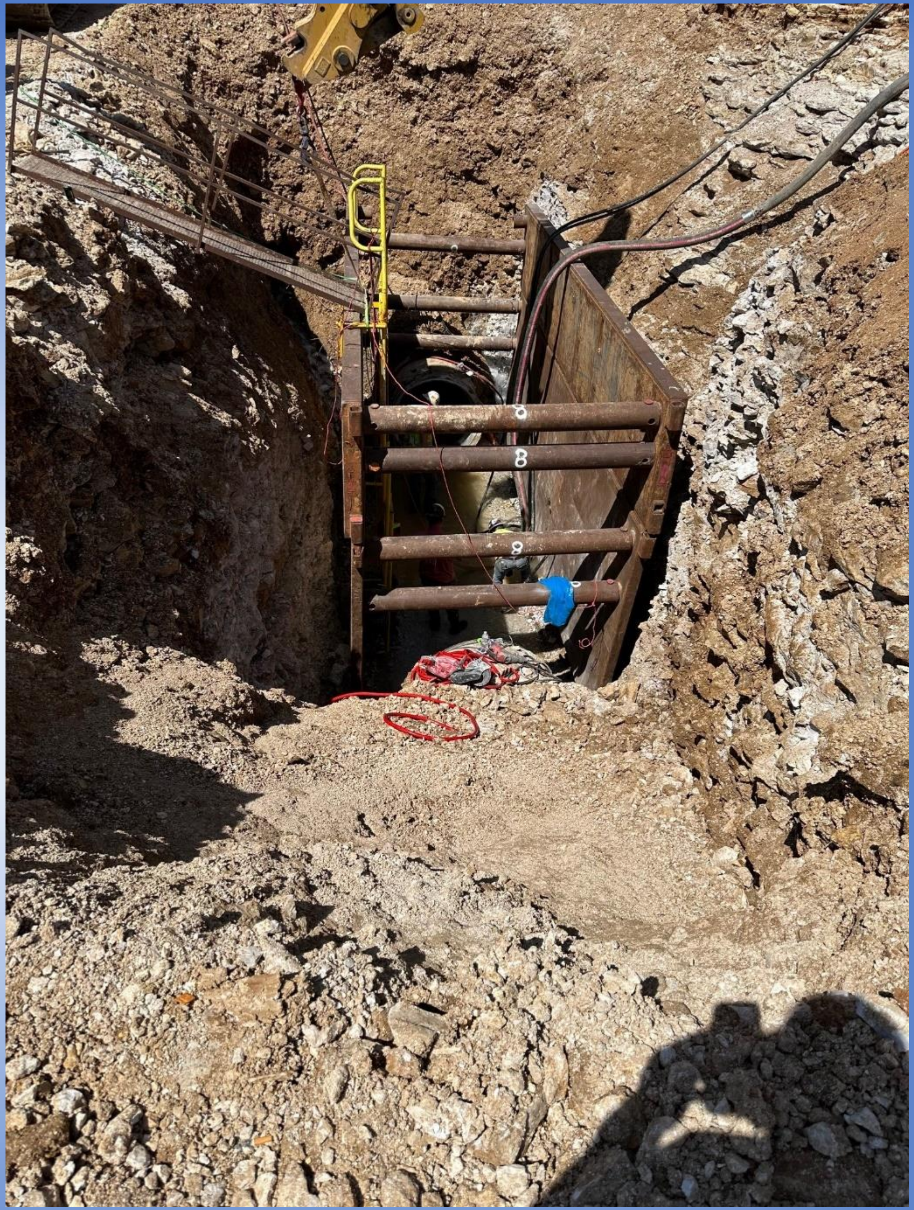
Crews mobilized to dewater hole and start assessment

Contractor mobilized with equipment
Crews start delivering repair material

Location

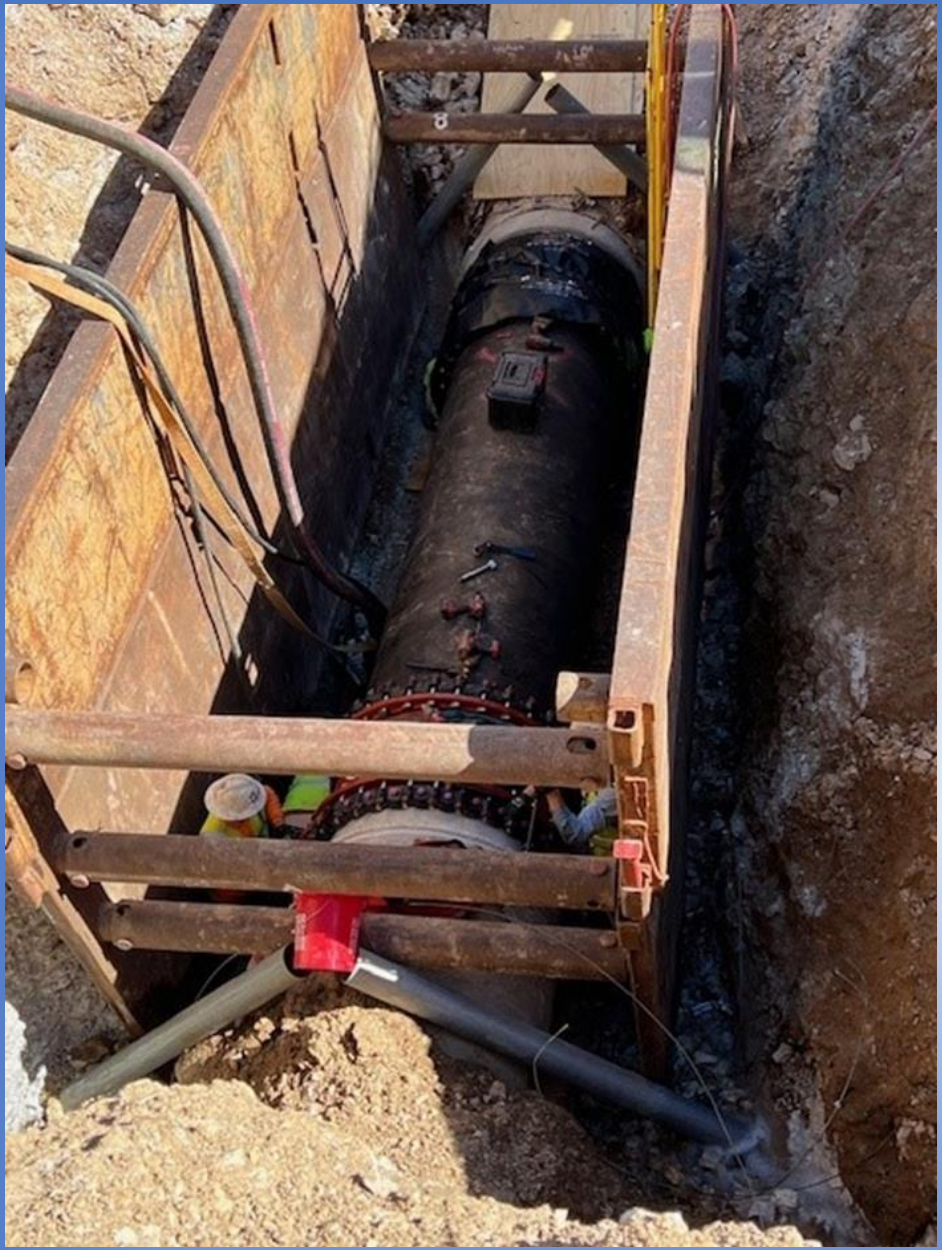
Location

Top of failed pipe



Failed section removed

THE CITY OF BENTONVILLE WATER UTILITIES



Repair Section

War Room

Leaking Joint

Dixieland Road Repair

Previous leak located by staff

Repair Section

THE CITY OF BENTONVILLE WATER UTILITIES

Next Steps

- Complete sampling, place line in service
- Site restoration – final grading and seeding
- Gather final repair costs
- Prepare report outlining cause, response, procedures, costs, lessons learned
- Correct deficient infrastructure along 48” main
- Update emergency and operating procedures per findings including contact lists
- Replenish repair materials

THE CITY OF WATER B UTILITIES BENTONVILLE