



**Finance Committee
Meeting Agenda
July 23, 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

- | | |
|----------------------|----------------------|
| 1. CIP Review | Informational |
|----------------------|----------------------|

City Council Items To Be Considered

- | | |
|---|-------------------|
| 1. Section I Item 2 from the City Council
Agenda: Resolution to Approve the 2024
Annual Action Plan for the CDBG
Program | Resolution |
| Approval of the 2024 Annual Action Plan (AAP) for the CDBG Program. No budget adjustment is needed. | |
| 2. Section I Item 3 from the City Council
Agenda: Resolution Amending
Resolution 1-23-24C correcting the
amount due to Garver Engineering | Resolution |
| A Resolution amending Resolution 1-23-24C, which authorized work order no. 4 with Garver Engineering, to correct the amount from the total project cost to the actual amount due to Garver, which is \$79,650.00. No budget adjustment is needed. | |
| 3. Section I Item 4 from the City Council
Agenda: Resolution Authorizing Change
Order No. 2 with Sy-Con for VBT Hangar
Development Access | Resolution |

A resolution authorizing Change Order no. 2 with Sy-Con Excavation and Utilities, LLC, in an amount not to exceed \$527,409.11, for construction of a hangar access road at the Bentonville Municipal Airport. No budget adjustment is needed.

4. **Section I Item 6 from the City Council** **Ordinance***
Agenda: Ordinance to Waive Competitive Bidding - Ka-Comm for Tornado Siren Repairs and Upgrades
Ordinance with an emergency clause to waive bids to upgrade and repair 16 tornado siren locations. Our tornado siren network is tied to the old radio system. After the storm on May 26th the repeater for the system was damaged significantly. The upgrades and repairs will migrate our tornado siren network over to the new public safety radio system. The work and maintenance would be performed by Ka-Comm our current radio system maintenance provider. A budget adjustment is needed.
5. **Section I Item 9 from the City Council** **Resolution**
Agenda: Resolution to Accept a Grant from the Walton Family Foundation for the Arkansas/Missouri Trail
Resolution to accept a grant from the Walton Family Foundation in the amount of \$175,875.00. A budget adjustment is needed to recognize said funds.
6. **Section I Item 10 from the City Council** **Resolution**
Agenda: Resolution for Agreement with CEI - Design & Engineering Services for the Arkansas/Missouri Trail
Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI for design and engineering services in the amount of \$175,875.00 for the Arkansas/Missouri Trail project. No budget adjustment is needed.
7. **Section II Item 1 from the City Council** **Resolution**
Agenda: Resolution Approving a Budget Adjustment for the Lease of Equipment for Storm Debris
Staff is requesting the approval of a budget adjustment in order to fund the Service Contract Lease Agreement with Crossland Heavy Contractors, Inc. for a Caterpillar Frontend Loader 950M for the assistance of removal of grinding and storm debris. Contract included an operator and equipment to help process storm debris material. Approved by Utility Board 5-0. A budget adjustment is needed.
8. **Section II Item 2 from the City Council** **Ordinance***
Agenda: Ordinance to Amend Deposits and Fees for Utility Billing
The Utility Billing Department is requesting approval to update our deposit and fees for services. Approved by Utility Board 5-0. No budget adjustment is needed.
9. **Section II Item 3 from the City Council** **Resolution**
Agenda: Resolution approving a

**Change Order and Budget Adjustment
for the Electric AMI Project**

A change order and budget adjustment to Resolution 1-10-23C for additional meters for the Electric AMI project for \$95,500.08. Total cost of the project will be \$5,954,401.13. Approved by Utility Board 5-0. A budget adjustment is needed.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Taylor Allen
Phone:	479-271-6822	For Department(s):	Planning
Email:	tallen@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 Approve the 2024 Annual Action Plan for the CDBG Program
Action Recommendation & Justification:	Approval of the 2024 Annual Action Plan (AAP) for the CDBG Program. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	The 24 AAP establishes the program goals for the second year of the City's CDBG program. This annual plan furthers the strategic goals of the Consolidated Plan approved by Council in November of 2023.
Amount for Approval:	\$

Budget Impact

Is this Item Budgeted? ☐ YES ☐ NO ☐ ITEM HAS NO COST ☒ OTHER: Will be budgeted in 2025.

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

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MEMO



To: Mayor Stephanie Orman and Bentonville City Council
From: Planning Staff
CC date: July 23, 2024
RE: **Approval of the Program Year 2024 Annual Action Plan**

Request.

Approval of the 2024 Annual Action Plan for the City of Bentonville's Community Development Block Grant Program.

History.

In 2022, the City of Bentonville re-entered the Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The City was a CDBG entitlement city between 2004 and 2015.

Upon application to HUD, Bentonville was approved for a grant contingent on the submission and approval of the City's Consolidated Plan (CP) for the 2023-27 grant period. For each year of that period, an Annual Action Plan (AAP) must be submitted to HUD describing annual goals, community input, planned projects, and project budgets. In 2024, HUD updated its rules regarding the submission of Annual Action Plans (AAPs), requiring that no plan be submitted before HUD released formal yearly allocations. On May 18, 2024, Bentonville was awarded with \$310,326.00 for its Program Year 2024 allocation.

Program Status.

Following a budget adjustment for the CDBG program on June 11, 2024, the City is currently initiating Program Year 2023, and all projects have through PY 2027 to be completed. For Program Year 2024, staff has developed the proposed 2024 Annual Action Plan which is presented for consideration by Council. This AAP was developed with community input from a range of stakeholders, including program subrecipients, local nonprofits, and businesses. The projects continue the priorities laid out in the City's Consolidated Plan, particularly home ownership assistance and public services.

Individual project allocations are described in greater detail below.

PY24 Project Allocations.

Home Ownership Assistance - \$236,326

Funds will be used for city staff to continue a Home Ownership Assistance Program that will provide income-eligible first-time homebuyers with down-payment and closing cost assistance to purchase residential property in the City of Bentonville. Assistance comes in the form of a grant of up to 50% of the lender-required down payment. The applicant and the home must meet all of the qualification criteria. Applicants may use any licensed real estate professional

of choice to find a home. Grant assistance for the buyers' out-of-pocket expenses of closing cost/down payment will be paid directly to the title company. At closing, a lien must be signed stating the buyer will reside in the home and not change title for five years. At the end of the five years, the lien is released, and no funds are owed.

Public Services - \$44,000

The City will use its public services funds to support four local organizations to assist with childcare tuition assistance and outreach and assessment services for the City's homeless and low-income population.

- Funding for the Helen R. Walton Children's Enrichment Center will cover tuition costs of their transitional housing and childhood education program which will allow for free, high-quality, early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change.
- Funding for the Northwest Arkansas Continuum of Care will assist with outreach and focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone and fill out an intake form to determine income and homelessness status.
- Funding for the Micah Initiative will assist with job training and education efforts for the homeless population of Bentonville. The Micah Initiative will transport program participants to their facility in Rogers, where staff will teach business skills such as computer literacy, web application software, professional development and interview skills. Participants will be required to create a resume and complete job applications.
- Funding for the Boys and Girls Club After School and Summer Scholarship Program will be allocated by reimbursing the Boys and Girls Club for the scholarship funds for low-income children and their families. This allows their parent(s) to work and not have to worry about where their children are or how they are going to pay for childcare.

Administration - \$30,000

The administration funding will be managed by city staff and used to pay for marketing and promotional materials about each program/project being funded, display ads for future Action Plans, CAPER, and Consolidated Plans. Any retained professional services eligible under HUD would be spent from the Administration fund. It will also cover any membership fees associated with the CDBG Program, general program-associated costs such as materials, travel for conferences, and training seminars.

Project	Project Type	Project Description	Annual Funding	National Objective
Homebuyer Assistance	Downpayment Assistance	Direct assistance to homebuyers	\$236,326	LMI Housing
Helen Walton Children's Center	Public Service	Tuition assistance for housing and childhood education	\$15,000	LMI Limited Clientele
NWA Continuum of Care	Public Service	Homeless outreach and services	\$10,000	LMI Limited Clientele
Micah Initiative	Public Service	Homeless job training	\$9,000	LMI Limited Clientele
Boys and Girls Club	Public Service	Scholarship Funding	\$10,000	LMI Limited Clientele
Administration	Administration	Costs of overseeing grant	\$30,000	Administration

Total: \$310,326

Next Steps

Following Council approval of the 2024 Annual Action Plan, staff will submit the AAP to HUD and await approval. Once HUD has approved the 2024 Annual Action Plan, the City will reach out to its subrecipient partners with notice of award for their applications and begin program initiation.

Recommendation.

Staff recommends approval of the 2024 Annual Action Plan by Council.

RESOLUTION NO. _____

**A RESOLUTION ADOPTING THE 2024 ANNUAL ACTION PLAN FOR
PARTICIPATION IN THE HUD COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM; AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville will be seeking participation as an entitlement community in the Community Development Block Grant (CDBG) Program for Program Year 2024;

WHEREAS, an adopted 2024 Annual Action Plan is required for participation in the CDBG Program;
and

WHEREAS, the Council approved the 2023-2027 Consolidated Plan requiring the submission of Annual Action Plans.

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

Section 1: That the 2024 Annual Action Plan, attached as Exhibit “A”, is herein established by the City Council and is hereby adopted by reference as though it were copied herein fully in compliance for participation in the Community Development Block Grant (CDBG) 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 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

Malorie Marrs, City Clerk

EXHIBIT 'A'



Community Development Block Grant (CDBG) Program

2024 Annual Action Plan

**Prepared by:
City of Bentonville**

**To Be Submitted to:
United States Department of Housing and Urban Development
Little Rock Field Office**

Annual Action Plan
2024

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

This section presents the 2024 Annual Action Plan, the second year of the Consolidated Plan 2023-2027. The 2024 Program Year runs from July 1, 2024, through June 30, 2025. The Annual Action Plan provides a summary of actions, activities, and programs that will take place during the Program Year 2024 to address the priority needs and specific objectives identified in the Consolidated Plan PY 2023-27. For the 2024 program year, the City of Bentonville will receive \$310,326 in Community Development Block Grant (CDBG) federal funds. The CDBG funding will be used to support activities which benefit very low, low and moderate-income persons. The CDBG funds will be used in conjunction with program income, carryover funds and other funding sources to complete programs and projects to further the goals and objectives of the Consolidated Plan. The Annual Action Plan presents the City's strategy for use of the CDBG funding to meet the objectives outline in the Consolidated Plan for home ownership, public services, housing rehabilitation and administration. The information will be presented in narrative form and table form in the Annual Action Plan. Finally, it states the manner in which the City of Bentonville intends to address other areas covered in the Consolidated Plan including barriers to affordable housing, coordination of resources, and program monitoring.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The goals of the Bentonville CDBG program are to provide decent housing, a suitable living environment and expanded economic opportunities for the city's low to moderate income residents. Bentonville strives to accomplish these goals by maximizing and utilizing available funding resources to conduct housing and community development activities that serve our economically disadvantaged residents. By addressing need and creating opportunity at the individual and neighborhood levels, Bentonville hopes to improve the quality of life for all low and moderate income residents. These goals are further explained as follows:

Providing decent housing means helping homeless persons obtain appropriate housing and assisting those at risk of homelessness; preserving affordable housing stock; increasing availability of permanent housing that is affordable to low and moderate income persons without discrimination; and increasing supply of supportive housing. Providing a suitable living environment entails improving safety and livability of neighborhoods; increasing access to quality facilities and services; and reducing isolation of income groups within an area by supporting affordable housing city wide.

Expanding economic opportunities involves creating jobs that are accessible to low and moderate income persons; making mortgage financing available for low and moderate persons at reasonable rates; providing access to credit for development activities that promote long term economic and social viability of the community; and empowering low and moderate income persons to achieve self sufficiency to reduce generational poverty.

Objectives of the Plan include:

Decent Housing. Assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increasing the availability of affordable permanent housing in standard condition to low and moderate income families; particularly those of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS to live in dignity and independence); and providing affordable housing that is accessible to job opportunities.

Public Service. The City will also assist public service agencies who serve the City's youth, seniors, special needs persons, veterans, persons and families in crisis and disabled persons who are deemed low to moderate income. These services include transportation assistance programs, and childcare assistance to enable parents to continue working, as well as other services requested that meet a very specific need of the low income. The City will also look to improve public facilities that will address the needs of the homeless, disabled, elderly, children, or low income citizens.

Expanding Economic Opportunities. The City will improve the availability of mortgage financing for low and moderate income persons at reasonable rates using nondiscriminatory lending practices; access to capital and credit for development activities that promote the long-term economic and social viability of the community; generational poverty in federally assisted housing and public housing.

The three outcomes for these objectives are availability/accessibility, affordability, and sustainability.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Past performance of the City of Bentonville's CDBG program indicates that the PY2024 Annual Action Plan must emphasize the timely expenditure of funds and renewed commitment to Bentonville's community partners. Due to the delay in initiating PY2023 and the CDBG program as a whole, projects begun in PY2023 remain ongoing and will continue until those funds are properly expended. For projects that have received new applications for PY2024, such as those with the Boys and Girls Club of Benton County and the Helen R Walton's Children Enrichment Center, CDBG funds will be spent on a first-in, first-out basis as required by HUD.

Learning from the City's past problems with program initiation the City will take steps to ensure that PY2024 will begin program spending quickly after the approval of the Annual Action Plan. Steps in place to ensure that is successful are:

- Drafting Subrecipient Agreements during the AAP approval period so they can be executed once the 2024 allocation is signed.
- Continuing to keep open applications for the ongoing down payment assistance program that the City put in place in the PY2023 Action Plan.
- Attaining a budget adjustment for the CDBG program once the 2024 allocation is signed so that there are no delays due to City Council approval.
- Increasing spending for the advertisement of the down payment assistance program with CDBG administration funds to raise public awareness of and participation in the program.
- Engaging with community partners throughout the process and capitalizing on the relationships made during the community engagement period for the 2024 AAP.

Most importantly in evaluating past performance of the CDBG program is recognizing that, as a new program, the steps taken by the City in initiating the CDBG program as a whole will continue to benefit and inform the City's approach to the subsequent program years, including PY2024.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Bentonville has a Citizen Participation Plan that details the public involvement process. The CPP is available online at bentonvillear.com and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development the Annual Action Plan. Opportunities for resident input begins at the earliest stages of crafting the Annual Action Plan. The City hosts a public hearing to collect information on community priorities and to update the public on the status of the CDBG program as a whole and what goals the City currently has in the Consolidated Plan. All input received allows the City to analyze and measure to determine housing, facility, and service needs with an emphasis on low and moderate income residents, the elderly, disabled, and homelessness. Current resources in the City are considered in determining how to meet these needs as well as gaps that might not be met by other resources. A public hearing is held where the public is invited to offer comments and identify housing and community needs. The City encourages the residents of Bentonville to provide input into the Consolidated and Annual Action Plans by attending the public hearings or sending in their comments electronically.

Once a plan is completed, another public hearing along with a notice will be published advising these plans are ready for review. The final plans will consider and/or implement concerns and suggestions from residents, public agencies, and other interested parties. Beginning with the inception of the CDBG program final review and approval to the Consolidated Plan and Annual Action Plans will be made by the Mayor of Bentonville and the Bentonville City Council. Public comment is available at these meetings in addition to the public hearings that are held through the drafting process and comment period.

The first public hearing to gather input on community priorities for the 2024 Annual Action Plan was held on February 28, 2024 and was advertised in the local paper on February 11. The City reached out to its current subrecipient partners asking them to publicize the meeting to their program members and participants.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received during the initial commentary period of February 11, 2024 through February 28, 2024 or at the first public hearing. In light of that, the creation of the Annual Action Plan for 2024 relied on comments submitted for the creation of the Consolidated Plan, which emphasized the need for infrastructure, public facilities and affordable housing.

6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were excluded.

7. Summary

The goal of the City of Bentonville in using their Community Development Block Grant funding is to improve the quality of life for low and moderate income families, seniors, and persons with special needs by funding

public services that stabilize and enhance living conditions and provide affordable home ownership opportunities. Given the delayed timeline in initiating PY 2023, the majority of CDBG resources will be directed to continuing those programs and more fully investing in our goal to address housing access and affordability and recommitting to community partners addressing low and moderate income service needs as subrecipients.

Our outcomes will be measured by the number of persons and households served through each project.

In this Annual Action Plan, the City of Bentonville lays out its priorities for the 2024 Program Year beginning July 1, 2024. These priorities have remained consistent with the needs identified in the 2023-27 Consolidated Plan. The priorities are:

- Housing Affordability
- Public Services
- Economic Opportunity

Community needs and input has been collected in an ongoing process electronically and in public hearings.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	BENTONVILLE	Bentonville Planning

Table 1 – Responsible Agencies

Narrative (optional)

The Bentonville Planning Department is the lead agency for administering the CDBG Program, facilitated by the CDBG Administrator. The CDBG Administrator reports to the City's Planning Director. The CDBG Administrator is also responsible for administering the programs covered in the Annual Action Plan. This includes the development, implementation, monitoring and activities reporting. The CDBG Administrator uses city staff, residents, community and neighborhood organizations, and nonprofits for their insight and expertise on housing, service, and facility projects.

The Planning Director and his staff evaluate all CDBG infrastructure projects. The CDBG Administrator also conducts meetings and public hearings to encourage public comments and to receive resident views to establish priorities.

Consolidated Plan Public Contact Information

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CDBG Administrator
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tallen@bentonvillear.com

Shelli Kerr, Comprehensive Planning Manager, 479-271-3122, skerr@bentonvillear.com

Tyler Overstreet, Planning Director, 479-271-3122, toverstreet@bentonvillear.com

Stephanie Orman, Mayor, 479-271-5966, sorman@bentonvillear.com

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The CDBG Administrator meets with government officials, those who deal with housing, service areas, and with nonprofits that are active in this area. During this development period, the City was able to get resident input through comment periods, public hearings, and stakeholder meetings. These organizations consisted of representatives of nonprofits, fair housing providers, community based organizations, service providers, educational institutions, and government agencies.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

During the development of the Consolidated Plan and subsequent Annual Action Plans, the City of Bentonville receives feedback and input from representatives of low-income advocacy groups, non-profits and service providers, homeless service providers, as well as other units of government through on-going yearlong feedback opportunities online through the CDBG Administrator, participation at public forums, etc. The City of Bentonville does not have public housing providers, so to ensure that there was good coordination with local organizations the CDBG Administrator sought out comment from local nonprofit organizations, especially those concerned with affordable housing, assistance to homeless populations, and childcare. The CDBG Administrator met with representatives of these organizations both in-person and virtually to consult on community needs, possible CDBG activities to serve low- moderate-income persons, and how the City of Bentonville policies impact service organizations and low- moderate-income residents.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The CDBG Administrator attended virtual community meetings hosted by the NWA Continuum of Care in May and June to discuss the 2024 Point In Time Count for the region. After the PITC was released to the public, the data was used to analyze the needs of the homeless community within Bentonville, and how those people might be served by CDBG programs.

The CDBG Administrator met with a board member for the Continuum of Care to learn about some of the challenges faced by the PITC and how the number of persons in need is likely higher than initially reflected. One particular challenge this year was the delay in data on the number of schoolchildren who were unhoused or in perilous housing situations (such as living with extended family members). Through this meeting with the Continuum of Care, the CDBG Administrator also connected with the staff person for the Bentonville School District to find the number of unhoused students.

The CDBG Administrator also met with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. For the first time, the NWA Continuum of Care collected data on the rate of disability among the homeless, including the rate of homeless veterans with disabilities that make attaining housing more difficult.

This consultation with the NWA Continuum of Care included discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City receives no ESG funds, but in the meeting with the Executive Director for the NWA Continuum of Care, a potential future partnership was discussed for the use of ESG funds to provide emergency rental support funding.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Northwest Arkansas Continuum of Care
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with a board member for the Continuum of Care to learn about some of the challenges faced by the PITC count and how the number of persons in need is likely higher than initially reflected. One particular challenge this year was the delay in data on the number of schoolchildren who were unhoused or in perilous housing situations (such as living with extended family members). Through this meeting with the Continuum of Care, the CDBG Administrator also connected with the staff person for the Bentonville School District to find the number of unhoused students. The CDBG Administrator also met with the Executive Director of the NWA Continuum of Care to discuss the needs of chronically homeless populations such as veterans and the disabled. For the first time, the NWA Continuum of Care collected data on the rate of disability among the homeless, including the rate of homeless veterans with disabilities that make attaining housing more difficult. This consultation with the NWA Continuum of Care included discussions of how the City of Bentonville might partner with organizations addressing the needs of the homeless and what use CDBG funds might serve in the community. The anticipated outcome of these meetings is the further advocacy for homeless populations in Bentonville, the importance of emergency shelter and transitional housing, and how Bentonville might provide CDBG funding for public services having to do with these high-risk populations.
2	Agency/Group/Organization	Arkansas Department of Health
	Agency/Group/Organization Type	Health Agency Other government - State

	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the representative for the Arkansas Department of Health, Benton County Unit, to discuss health needs within Bentonville and neighboring communities in Benton County, how Bentonville might respond to those needs, and what opportunities for coordination there are between municipalities and state government. During this consultation it was made clear that Bentonville must emphasize clear communication with its residents about the programs that are available within city limits, but also within the Benton County as a whole. Due to the 'in-flux' nature of Bentonville's population, efforts must be taken to ensure that communication is proactive, as many residents in a growing community may not have the traditional resources to stay informed or high levels of trust in local organizations. From this consultation, the City will initiate higher communication efforts, particularly in vulnerable populations such as the homeless or immigrant communities about the resources the City and surrounding localities have available.
3	Agency/Group/Organization	BOYS AND GIRLS CLUB OF BENTON COUNTY
	Agency/Group/Organization Type	Services-Children Regional organization
	What section of the Plan was addressed by Consultation?	Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Boys and Girls Club of Benton County was consulted throughout the creation of the 2024 Annual Action Plan, as the organization is one of the City's subrecipients for the 2023 program year. The CDBG Administrator reached out specifically regarding community needs that the BGC has seen, how Bentonville might address those needs and support the work of the BGC, and what challenges the BGC has faced as an organization. The feedback provided indicated that one of the primary issues was inflation, as many families enrolled in the BGC program have struggled to pay for all their associated costs of living, including food and childcare. Another issue seen by the BGC is the gap between opportunities that low income families have in regard to educational assistance like tutoring, prep for exams and field trips. The last main issue identified was early childhood education; services at the BGC start at six years of age but before that age range there are not many resources in the area in spite of how vital early childhood education is in determining educational and health outcomes. Anticipated outcomes of this consultation are a renewed investment in the BGC program to try and alleviate the costs of childcare for families struggling with increased costs of living and more long-term program investment in early childhood education. In the future, the CDBG program could facilitate connections between different community organizations so that families in need can be better referred to resources. While funding for the 2024 program year is limited by the public services cap, the City will consider facilitating more public hearings where multiple community partners can come together.
4	Agency/Group/Organization	HELEN WALTON CHILDREN'S ENRICHMENT CENTER
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Market Analysis Child care

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator worked closely with the HWC through the development of the 2024 Annual Action Plan, as the HWC was a subrecipient for the 2023 program year. The CDBG Administrator met specifically with the Director of Development to consult on community needs and priorities identified for the City of Bentonville as a whole and for HWC program participants. The feedback received was that a primary concern is affordable housing. The HWC serves families in need of transitional housing, offering tuition assistance for these families on a stepped scale so that those in need can access resources and build stability without losing supportive structures. It was discussed that the high price of housing was leading to more instability than before, including increased need for families at the federal poverty level to access housing programs. However, it was not only program participants that struggled in Bentonville's housing market, but also workers at the HWC that are being excluded from the city, moving further and further away from their work. The HWC expressed concern that they would face staff shortages due to the exclusionary housing market. Another need identified was more education in the community about available resources so that families in need could contact the HWC in times of crisis. An expected outcome of this consultation is the City of Bentonville allocating more funding to the affordable housing program of home ownership assistance, and investigating opportunities for community partners to come together to refer more households to the correct resources for their particular needs.
5	Agency/Group/Organization	HAVENWOOD, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of Havenwood to discuss needs in the community and how CDBG funds might help community or organizational needs. The first topic of conversation was about the importance of affordable housing, as for Havenwood program participants (single mothers fleeing abuse or unstable living situations) the entry into unsupported living after graduation from the program was difficult as there was an affordability cliff within Bentonville that made attaining housing difficult. The need for some type of access to lower income residents to housing - rental or home ownership - was emphasized in that it was leading to program participants having to leave the area, including leaving jobs they attained while at Havenwood. Another aspect of community needs discussed was the difficulty in grant application and management for small nonprofits such as Havenwood, who may not have dedicated staff to grant management and reporting requirements, placing a large burden of bureaucracy on the reception of federal or state funds. It was also mentioned that this is a barrier for any program members trying to access public services, as they may have limited experience in navigating an application-heavy system. One final priority identified was the need for more mental health and abuse education in the community with private and public partners. Many women may not know that they are victims of abuse due to public misconceptions about what abuse 'looks like' and do not know they should access help and resources. Public and private organizations also need better education about what symptoms of abuse may look like so as to offer aid and guidance. Outcomes of this consultation include a connection on the home ownership program that Havenwood may wish to partner with the City of Bentonville on, and potential applications for future CDBG program years after further discussions on possible applications of funds beyond a public service scope. The CDBG Administrator will remain in contact with Havenwood as further opportunities for coordination emerge through the program year.
6	Agency/Group/Organization	Bentonville Schools
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator spoke with the Director of Federal Programs for the Bentonville Schools regarding community needs and the number of homeless youth in the school district. The Director provided the number of homeless children that the school district had recorded, and spoke about the needs that children had for stable housing. The Director also spoke about the difference in classification between HUD and the school district on what qualified a child as homeless, explaining that the larger numbers reported by the schools was in part due to the schools counting doubled-up households and those in hotels as part of their homeless numbers. During this meeting, the need for affordable housing was a top priority, with housing and rental costs increasing and driving more people into at-risk housing situations or out of the Bentonville community. The Director did mention that there were programs in place for aiding families with food insecurity, but that housing stability was a concern for student families as well as school employees. Outcomes of this consultation include renewed focus on CDBG funded affordable housing through the home ownership assistance program, and a need to partner with local organizations addressing homelessness that may not qualify for aid under the Continuum of Care guidelines for assistance.
7	Agency/Group/Organization	COMMUNITY DEVELOPMENT CORP OF BENTONVILLE
	Agency/Group/Organization Type	Housing Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of Community Development Corp of Bentonville to discuss community needs and potential strategies for addressing them with CDBG funds. One of the foremost issues that was discussed was the need for affordable housing, and how the CDC does work on affordable housing utilizing HOME funds. The Director mentioned that part of the problem with affordable housing development in Bentonville is the high cost of construction per unit, making it difficult to justify for developers to keep unit prices low as that would be untenable in the long term. The Director also said that public and private partnerships would be key in addressing the housing affordability problem facing Bentonville, and that solutions for housing access should stem from public policy priorities as well as grant programs. Potential solutions, including mixed income housing developments, were discussed but the central obstacle that came up in conversation was the issue of market forces and that rental prices are just as important when discussing housing access as home prices, particularly in a market like Bentonville that is 49% renter-occupied. Outcomes for this conversation include the need for CDBG funds to be applied to housing access, potentially partnering with other programs such as HOME funds to ensure that low- moderate-income households are able to leverage a variety of support systems to access housing, and home ownership. Another outcome was the conclusion that the CDBG program should pursue conversations with developers in the area throughout the program year to determine what interest there is in the market in mixed income housing development.
8	Agency/Group/Organization	Micah 6-8 Initiative
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The CDBG Administrator met with the Executive Director of the Micah 6:8 Initiative regarding community needs and the needs of the homeless population of Bentonville. The conversation centered on the need of homeless populations to have constructive uses of their time during the day, due to shelter limitations on when people could be in residence and how that might intersect poorly with job requirements. The Director spoke at length about the challenges in employment that homeless residents of Bentonville face while trying to attain stable housing, and the difficulties associated with shelter life (such as wait lists, stability, and hours of operation). The outcome of this conversation included the application for the Michah 6:8 Initiative as a subrecipient for the CDBG program, to address job training needs and daytime occupation education for homeless populations in shelters and unhoused.
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Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were knowingly excluded from consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Northwest Arkansas Continuum of Care	The top priority of the Continuum of Care's plan is the prevention of homelessness and the service of homeless persons and households. This aligns with the City's strategic plan which includes homelessness services and the prioritization of housing access and stability.
Bentonville Community Plan	City of Bentonville	The Bentonville Community Plan is the official comprehensive plan for the City of Bentonville. The Plan serves as a roadmap for the community as it grows and changes over time. Identified in the Plan are key areas of focus for growth and development over the next 10 to 20 years. The City's CDBG Strategic Plan overlaps with the Community Plan by laying out investment strategies for low-moderate-income residents to ensure that they are not overlooked as the Community Plan is developed and carried out.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Bentonville has a Citizen Participation Plan that details the public involvement process. The CPP is available online at bentonvillear.com and encourages review and public input as a continuous process.

The City uses many individuals and agencies in the development the Annual Action Plan. Resident participation starts at the development of the plan. All input received helps the City analyze and measure to determine housing, facility, and service needs with an emphasis on low and moderate income residents, the elderly, disabled, and homelessness. Then the resources that the City has are considered, as well as the programs and resources that community partners have that may help them to meet the needs discussed.

For the 2024 Annual Action Plan, there was an initial public hearing held to discuss upcoming community priorities. Public notice was published in the local newspaper 15 days ahead of the meeting and notice was sent to community partners asking them to direct any interested members or beneficiaries to the meeting. No one attended, and no comments were submitted.

The second public hearing will be held during the 30-day public comment period after the publication of the 2024 Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Residents of Bentonville	No response	No response	No response	
2	Public Meeting	Bentonville Residents	No response	No response	No response	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The primary source of funding for the CDBG program comes from HUD, with allocation amounts made available annually. Other sources of funding can include program income from the City's CDBG projects, unallocated funds from prior program years, or additional private, state and local funds. For the City of Bentonville, all CDBG resources are those that are made available through the HUD allocation or program income and unallocated yearly funds, if applicable. In preparing the 2024 Annual Action Plan, the City took into consideration how to best utilize the resources available.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	310,326	0	0	310,326	930,978	Expected resources for the 2024 Program Year consist solely of the annual allocation amount from HUD; \$310,326. There was no program income collected and, due to the delayed timeline of PY23, there are no unallocated funds from prior years to be applied to PY24.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

No additional resources are available, the 2024 annual allocation is the only funding source for the 2024 program year.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

No publicly owned land or property is available for use in this plan.

Discussion

All funding for the 2024 program year comes from the annual allocation from HUD. There are no additional resources from previous years, nor are there funds available from private, state or local funds. Subrecipients may have additional funding sources available to them to contribute to individual projects, but those funds are not available to the City.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Ownership Assistance	2023	2027	Affordable Housing	City of Bentonville	Home Ownership Assistance	CDBG: \$236,326	Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	Public Services	2023	2027	Public Services	City of Bentonville	Public Services	CDBG: \$44,000	Public service activities other than Low/Moderate Income Housing Benefit: 288 Persons Assisted
3	Administration	2023	2027	Administration	City of Bentonville	Administration	CDBG: \$30,000	

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Home Ownership Assistance
	Goal Description	Funding will be provided to continue a Home Ownership Assistance program. This program will provide eligible first-time homebuyers with up to 50% down payment assistance along with closing costs and fees. The amount will be determined by the lender required down payment, the resident's application to the City, and the available funds remaining in the program. Assistance will be given on a first come, first serve basis to applicants.

2	Goal Name	Public Services
	Goal Description	Public services remains a core component of Bentonville's five-year Consolidated Plan, and the 2024 Annual Action Plan reflects that commitment. The City will partner with local organizations to provide direct services to the public ranging from homeless outreach to childcare. Specifically, the public service goals include: Childcare - Provided by collaboration with the Benton County Boys and Girls Club and the Helen R Walton Children's Enrichment Center, CDBG funds will go toward offsetting program costs and scholarships for children and families in need that fall within HUD's income limits, including foster youth. Homeless Services - Partnering with the NWA Continuum of Care and the Micah Initiative, CDBG funds will go toward homelessness outreach, resource coordination, emergency supplies, transitional housing support, job training and educational services.
3	Goal Name	Administration
	Goal Description	The City's Administration funds will be spent on amplifying the reach of the program through advertisement, hosting public hearings, conducting social media campaigns for the Home Ownership Assistance Program and for all costs involved with directly administering the program such as membership dues, trainings, retaining professional services and program supplies. No funding will be used for salary or compensation for any administrator.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Bentonville makes funding allocation decisions based on subrecipient applications, available resources, priority goals and community needs identified during the 2024 Annual Action Plan development process. All the projects the City will conduct will benefit low- moderate-income residents of Bentonville. All projects are contingent on the receipt of CDBG funds for the 2024 Program Year.

Projects

#	Project Name
1	2024 Boy's and Girl's Club
2	2024 Helen R. Walton Children's Enrichment Center
3	2024 Northwest Arkansas Continuum of Care
4	2024 WayStation Job Readiness and Training
5	2024 Home Ownership Assistance
6	2024 Administration

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The top priorities funded by the 2024 Annual Action plan are direct home ownership assistance, public service childcare programs, and public service homelessness programs.

These priorities were selected from the priority goals expressed in the 2023 Consolidated Plan and in the consultation process for the 2024 Annual Action Plan. The top priority of Bentonville's CDBG program is to address the need for affordable housing. The ability for first-time homebuyers to purchase a home provides stability and upward mobility for low- moderate-income Bentonville residents. This was a priority that the City heard from residents and from organizations serving the city, and as such reflects the largest investment of CDBG funds.

Public services were another long-term goal of the City, and the projects included in the 2024 Annual Action Plan reflect that. Public services in this plan can be roughly broken down into two categories: those addressing childcare needs and tuition, and those helping the homeless population of Bentonville. Out of low- moderate-income clientele of the CDBG program, children and the homeless are two categories of vulnerable persons. Rising costs of childcare in the region are apparent in Bentonville, and a lack of affordable childcare impacts the learning and growth opportunities for children but also places economic hardship on the families who need these programs to allow parents to work and flexibility in their schedules. Supporting tuition for childcare activities benefits whole families, particularly those in precarious situations financially. The projects targeting the needs of Bentonville's homeless population are vital because they serve some of the most vulnerable populations within city limits. Connecting homeless persons to immediate resources in addition to providing support for job training and education perform a two pronged approach to serving the needs of the homeless: addressing current needs and

providing a route to a more stable future and hopefully rehousing them.

The largest obstacle in funding these projects is the limits on public service spending. In Bentonville, a higher cap on public service spending would allow more money to go to programs working directly with high needs populations and that have active projects embedded in the community. If there were to be a higher public services cap, more money could go directly to benefitting low income children and the homeless with our current partners, or open up opportunities for more community organizations to partner with the city. Currently, applications for public service programs mean that the pool of funding available is lessened with every new project the city funds.

AP-38 Project Summary

Project Summary Information

1	Project Name	2024 Boy's and Girl's Club
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	This project will provide scholarships for youth in low-to-moderate-income families living in Bentonville who need access to affordable, quality afterschool/summer programming.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	The Boys and Girls Club of Benton County estimated that 100 low and moderate income individuals would benefit from their scholarship program in the 2024 Program Year. Of those families, half would be low income and half would be very low income.
	Location Description	The project will take place at the Boys and Girls Club facility in Bentonville, located at 2801 Walker Street, Bentonville AR 72712.
2	Planned Activities	The activities for this project will be the delivery of scholarship reimbursements for low and moderate income program participants. Outcomes will be measured by the number of scholarship recipients.
	Project Name	2024 Helen R. Walton Children's Enrichment Center
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$15,000
	Description	CDBG funding will allow Helen R. Walton Children Enrichment Center to provide free high-quality early childhood education, access to therapy, case management, and support services to mobilize the family to move out of poverty, creating a foundation for multi-generational change by impacting both the parent (or grandparent/guardian) and the young child. The CDBG funds will be used to offset the cost of tuition to low- moderate-income families enrolled in the HWC scholarship programs.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	In their application, the Helen Walton Children's Enrichment Center listed 56 households as beneficiaries for the tuition assistance program. Of that 56, one household was extremely low-income, 19 were very low-income and 36 were low-income. Outcome success will be measured by the number of households that receive tuition assistance.
	Location Description	All activities will take place at the Helen Walton Children's Center in Bentonville, at 309 NE J Street, Bentonville AR 72712.

	Planned Activities	The HWC project includes only one activity, which is the provision of tuition funds to low- moderate-income households in need of assistance. No activities beyond the scholarship tuition assistance will be carried out with CDBG funding.
3	Project Name	2024 Northwest Arkansas Continuum of Care
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$10,000
	Description	The NWA Continuum of Care will contract with an individual to perform outreach to homeless individuals, connecting them with needed resources. When utilizing the CDBG funds, the outreach will focus on the individuals/families who are experiencing homelessness within the city limits of Bentonville. Outreach staff will connect with individuals through word of mouth, identification through area partners including Salvation Army & the Bentonville Police Department. Staff will connect in person or via the phone (if a number was given), fill out an intake to determine income and homelessness status. Outreach will also determine immediate needs and assist people in getting into some type of emergency shelter. Resources will be connected, and immediate need supplies will be handed out. Outreach will also complete the assessment to get individuals on the By-Name list and to connect them with coordinated entry for potential housing opportunities.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	In their subrecipient application, the NWA Continuum of Care estimates that 50 individuals will be assisted through homelessness outreach and resource connection. They estimate that out of that 50, all will be homeless, 10 will be elderly, 10 will be disabled and 2 will be living with HIV/AIDS.
	Location Description	This program will include outreach efforts across the City of Bentonville, without a given address. For the purposes of the Environmental Review Record, the address will be listed as Bentonville's City Hall at 305 SW A Street, Bentonville AR 72712.
	Planned Activities	The first activity is the contracting of a Housing Navigator who will perform homelessness outreach to individuals within Bentonville. This person will be responsible for connecting with individuals through word of mouth, in-person contact, or over the phone to gain information about their background and circumstances, provide immediate need resources and then connect them with long term resources such as housing assistance. The next activity is the procurement of outreach supplies that will be used by the Housing Navigator.
4	Project Name	2024 WayStation Job Readiness and Training
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$9,000

	Description	The WayStation project assists homeless individuals with job training and readiness, increasing employability. The WayStation project will teach market skills, workplace behavior, and provide hands-on experiences to build each participant's resume so that they can more easily access jobs and upward economic mobility with the end goal of ending their homelessness. The WayStation project transports up to 28 homeless persons (both sheltered and unsheltered) to the WayStation Day Shelter in Rogers. For this program, only Bentonville residents will receive CDBG funding assistance, and all residents will return to Bentonville after their education and training for the day is complete. Participants in the training program will complete a training curriculum provided by WayStation volunteers. Training will include teaching sessions on job search strategies, interviewing skills, workplace behavior, professionalism and customer service. Additional training will include hard skills such as competency in email, web navigation and text applications. Participants will demonstrate competency per curriculum guidelines in a mock job interview, creation of a job-seeking profile and by having applied to five or more jobs.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	In their application, the Micah Initiative estimates that 84 homeless individuals will be assisted through CDBG funds.
	Location Description	Program participants will be transported from Bentonville to the training location in Rogers, AR. The training location is 1229 W Poplar Street, Rogers AR 72756. The program will benefit homeless populations across the whole of Bentonville's city limits.
	Planned Activities	Participants in the training program will complete a training curriculum provided by WayStation volunteers. Training will include teaching sessions on job search strategies, interviewing skills, workplace behavior, professionalism and customer service. Additional training will include hard skills such as competency in email, web navigation and text applications. Participants will demonstrate competency per curriculum guidelines in a mock job interview, creation of a job-seeking profile and by having applied to five or more jobs.
5	Project Name	2024 Home Ownership Assistance
	Target Area	
	Goals Supported	Home Ownership Assistance
	Needs Addressed	Home Ownership Assistance
	Funding	CDBG: \$236,326

	Description	Funds will be used to continue a Home Ownership Assistance Program that will provide income-eligible first-time homebuyers with down-payment and closing cost assistance to purchase residential property in the City of Bentonville. Assistance comes in the form of a grant of up to 50% of the lender required down payment. The program will be administered by Bentonville Planning. Funding is provided by entitlement grants from the Community Development Block Grant (CDBG) program and is subject to U.S Department of Housing and Urban Development (HUD) guidelines. Qualifying for the program begins by making an appointment with the Community and Economic Development Planner and completing the Home Ownership Assistance Program application. The applicant and the home must meet all of the qualification criteria provided below. Applicants may use any licensed real estate professional of choice to find a home. Grant assistance for the homebuyers out-of-pocket expenses of closing cost/down payment will be paid directly to the title company. At closing, a lien must be signed stating the buyer will reside in the home and not change title for five years. At the end of the five years, the lien is released, and no funds are owed. Throughout the process, the CDBG Administrator works closely with the purchasing realtor, the lender, and the applicant. Funding is limited and will be awarded on a first-come, first-qualified basis.
	Target Date	5/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	Given the high cost of homes in Bentonville, we estimate that at least ten families will benefit from the home ownership assistance program.
	Location Description	This program will be available to all residents within the City of Bentonville, and will be administered by the CDBG Administrator from Bentonville's City Hall at 305 SW A Street, Bentonville AR 72712.
	Planned Activities	The Home Ownership Assistance program will provide up to 50% down payment costs for income-eligible first time home buyers. Closing costs and fees may also be provided for by CDBG funds. Applicants must meet all of the program criteria, including qualifying for a mortgage through a licensed real estate professional, participation in a housing education training seminar, reporting income and assets, submitting personal information required by HUD (such as demographic information and number of persons in a household), and the successful submission of a complete application for the program. CDBG grant funds for the program will be paid directly to the title company. At closing, a lien must be signed stating that the buyer will reside in the home and not change title for at least a period of five years. The amount of time required by the lien may increase to ten years based on the amount of financial assistance received. At the end of the lien period, the lien is released and no funds are owed. Any lien repayment will return to the City in the form of CDBG program income. Funding is awarded on a first-come, first-serve basis.
6	Project Name	2024 Administration
	Target Area	

Goals Supported	Administration
Needs Addressed	Administration
Funding	CDBG: \$30,000
Description	Administration costs to administer the CDBG Program
Target Date	5/30/2025
Estimate the number and type of families that will benefit from the proposed activities	All persons served by CDBG funds will be indirectly served through the administrative funding allocation, as administration funds will be used for the funding of advertisements, trainings, professional memberships and more that will allow the CDBG program to run smoothly and effectively.
Location Description	The Administration project will take place at Bentonville's City Hall at 305 SW A Street, Bentonville AR 72712.
Planned Activities	For Administration, the planned activities include professional membership dues, training expenses, procurement of professional services, publication payments, advertising purchases, office supplies, public hearing event costs, and other administratively required activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Bentonville is part of one of the fastest growing regions in America, Northwest Arkansas. Northwest Arkansas is home to three Fortune 500 companies: Walmart, Tyson Foods, and JB Hunt Trucking. It is also home to the University of Arkansas, a recognized research institution of academic excellence. Beaver Lake provides swimming, boating, kayaking/canoeing, fishing, water sports, and hunting amenities with 487 miles of shoreline. Northwest Arkansas is also home to the Ozark Mountains and is becoming a global destination for bike riding.

The City has a well-developed community, expanding employment opportunities, supporting new and existing businesses, and enhancing neighborhood vitality, however, providing affordable housing is still a major need for Bentonville across the city.

While census data revealed tracts with low income residents, as an exception entitlement city the concentration of low income residents was low overall. For this reason, it was decided that projects addressing the needs of low income residents across the city as a whole would serve more households, while remaining open to residents in lower income areas as well.

Geographic Distribution

Target Area	Percentage of Funds
City of Bentonville	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Funds for the CDBG program will be allocated to the City of Bentonville due to the disparate nature of low-moderate- income household locations and the high rate of housing turnover. Due to a highly competitive housing market, many initially low-income residential areas now include high value homes either as residences or held as investment properties as the market continues to rise. While Bentonville is an exception city due to the few areas in the City that have 51% or more low- moderate-income residents, the rate of housing turnover indicates that even these upper quartile tracts may be declining in low- moderate-income residence. Though the area benefit national objective could still be met using the 2020 figures, while designing PY2024 it was determined that most low- moderate-income persons could be served by dedicating CDBG funds to limited clientele projects throughout the City as a whole.

Through allocating resources to low- moderate-income persons located within City limits rather than a more limited geographic area, the CDBG program can support more households.

Discussion

The projects the City has identified for PY2024 are ones that will benefit low and moderate income clientele, rather than a specific low and moderate income area. This choice was made to maximize the number of households that could be assisted, and because the city has no projects that rely on infrastructure changes or real property rehabilitation. The nature of home ownership assistance and public services, which represent the majority of CDBG funds for the city, is that these projects have no geographic limit aside from the city borders. As the economic makeup of Bentonville continues to change with increased development and immigration, the

ability to meet low and moderate income residents wherever they reside is a high priority.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Through the City's consultation and outreach process for PY2024, affordable housing was regularly identified as a top community need. There are many residents who are being pushed out of Bentonville by high housing and rental costs, which impacts persons across the low- moderate-income spectrum. The need for affordable housing was discussed as being equally important to our very low income residents such as the homeless and at-risk population as to moderate earners such as teachers, public servants and service industry workers.

The challenges faced by Bentonville are not unique among Northwest Arkansas, but may be more distilled here than in other cities due to the quick rate of economic and population growth, which increases housing demand at a rapid rate. This rate of growth has decreased the number of houses available to low and moderate income households, driving housing prices for even modest homes to highly competitive figures. One challenge identified during the consultation period was that housing rehabilitation projects are more difficult to carry out as market forces incentivize lower income households to sell their properties rather than rehabilitate and remain in residence in their homes.

Solutions for the affordable housing need that can be addressed by CDBG funds include direct housing assistance, and alleviating other costs for households through public services, such as childcare program support.

Expanding home ownership opportunities to our low and moderate income residents will help us move toward that goal. Continuing the Home Ownership Assistance Program benefits the community by encouraging a long-term investment in Bentonville and helps low to moderate income families lower their housing costs. The Home Ownership Assistance Program will provide eligible homebuyers with downpayment and closing cost assistance to purchase residential property in the City of Bentonville. Assistance comes in the form of a grant of up to 50% of the lender required down payment.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	10
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The top priority of Bentonville's affordable housing work is Home Ownership Assistance through direct down

payment assistance to first-time homebuyers. Considering the rising costs of houses across Northwest Arkansas but particularly within Bentonville, a strategic approach to make housing more affordable is to give in-the-moment assistance to low- moderate-income households who are attempting to buy a home. By offering up to 50% of a downpayment, plus potentially covering closing costs and fees, Bentonville's Home Ownership Assistance program will allow these first-time homeowners the financial flexibility to secure a home in a very competitive market while retaining more of their own money for investment and living expenses. The more money that a household can contribute to a down payment means the lower their monthly mortgage payments will be, which is particularly valuable to any low- moderate-income persons who would otherwise be priced out of the market.

Program participants will have access to a funding source that will enable them to purchase a home, gaining stability and equity that can lead to long-term benefits and economic mobility.

For PY2024 there are no planned rehabilitation projects, as supporting first-time homebuyers was deemed to be the leading priority to address affordable housing needs.

For the needs of homeless persons, Bentonville is partnering with the NWA Continuum of Care which provides resources for housing access to persons and households without homes or in perilous housing circumstances, such as couch surfing. The restriction on CDBG public services limits the amount of financial support the City of Bentonville is able to offer the NWA Continuum of Care.

AP-60 Public Housing – 91.220(h)

Introduction

There are no public housing facilities or a public housing office in the city limits of Bentonville. The City does not have current plans of seeking public housing within the jurisdiction.

A Community Development Corporation (CDC) is located within Bentonville. The CDC focuses on the HOME program and focuses on senior housing within the area. The CDC was formed in 1991 by the Bentonville / Bella Vista Chamber of Commerce. The City and the CDC are two separate entities, although the City is supportive of the work done by the CDC and of its mission.

Actions planned during the next year to address the needs to public housing

Bentonville will support organizations serving the needs of the low and moderate income households within the city, including services such as childcare support, support for job training for the homeless to exit shelters into transitional housing and homelessness outreach to connect that population with needed resources.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Bentonville will perform community outreach educating residents on the importance of homeownership and the resources available to them, such as direct Home Ownership Assistance or community programs that support home ownership such as the CDC located in Bentonville.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

There is no PHA in Bentonville.

Discussion

While there is not a Public Housing Authority and the city does not currently plan on developing one, Bentonville will leverage CDBG funds to support home ownership and to connect residents to community resources that may benefit them.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Bentonville continues its partnership with the Northwest Arkansas Continuum of Care to address the needs of the homeless. The NWA Continuum of Care includes a Board of Directors from multiple backgrounds from social workers to local developers all seeking to end homelessness and assist at-risk and unhoused persons in Northwest Arkansas. The NWA Continuum of Care conducted the point in time count in January 2024. This headcount provides specific information regarding the various services and programs, a listing of the number of beds available, and the number, reasons and costs involved in housing the homeless as well as placement of the homeless. Specific subpopulations targeted include individuals and families who are chronically homeless, individuals and families at risk of homelessness, veterans and their families, individuals and families who are experiencing domestic violence, individuals living with HIV/AIDS and unaccompanied youth 18 through 24 years old. New this year was data collected on the rate of homeless persons with one or more disabilities.

There are several organizations in this area that serve families or persons who are homeless or at risk of becoming homeless, two of which include the Bentonville School District which collects numbers on students experiencing homelessness. The rate of homeless students is higher than the figures included in the Point in Time Count because it includes individuals who are at-risk, such as in hotels or couch surfing, rather than just those who are street or shelter based. The City consulted with the Bentonville School District homelessness representative while constructing the 2024 Annual Action Plan to learn what the most pressing issues facing this population were.

Another organization the City consulted was the Micah Initiative, which works with the local Salvation Army shelter to provide education and training services to Bentonville's homeless population. This work seeks to lift individuals from street and shelter-based housing into transitional and then full-time housing.

Currently, the Continuum of Care provides emergency shelters, transitional shelters and safe havens in Northwest Arkansas to meet the needs of our homeless. The Continuum of Care provides the leadership, coordination, planning, and mobilization of resources to make homelessness rare, brief and non recurring in Northwest Arkansas. They will provide homelessness prevention and diversion, emergency, transitional and rapid rehousing, permanent supportive housing, case management, supportive services, and emergency response. The Continuum of Care has adopted a Coordinated Entry and Assessment-Based Housing Referral System that will maximize the housing resources by matching people to housing based on needs. They will continue to locate and engage individuals living on the streets and encourage them to accept services, treatment, and housing.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

One continuing program for the City's CDBG program is outreach to homeless persons, particularly unsheltered ones, and connecting them with resources and housing. This project is carried out in partnership with the NWA Continuum of Care as a subrecipient and acts as an on-the-ground effort to contact homeless persons and learn about their needs, collect information regarding their individual situation including causes of homelessness and

potential health issues, and provide them with immediate supplies as well as long-term support resources.

Addressing the emergency shelter and transitional housing needs of homeless persons

There is continued need for emergency shelter and transitional housing support within Bentonville. The City does not receive emergency shelter grants, but the importance of aid to persons who are either unhoused or are in at-risk housing situations is clear. One goal of the City's partnership with the NWA Continuum of Care is to more completely understand and address the needs of homeless persons in the City's community.

One program supporting transitional housing is through the City's subrecipient organization the Helen R. Walton's Children's Enrichment Center. Their STP One program, which the City provides scholarship CDBG funding for, addresses the needs of families in transitional housing through providing resources and education at a 80%-100% tuition assistance rate. The goal of the STP One program is to provide support to those in transitional housing on a scaled basis as they progress to more stable housing circumstances.

For the 2024 Annual Action Plan, the NWA Continuum of Care continues to be a main partner in addressing homelessness, including those in need of emergency shelter. As a main regional force to help unhoused persons, the NWA Continuum of Care has applied for CDBG funds for needs assessments.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Bentonville does not have the expertise or staff support to fully address the needs of the homeless, which is why through the CDBG program the City will partner with local organizations who have the resources and experience to best help those in need. One critical way the City could better support organizations such as the NWA Continuum of Care, the Micah Initiative and the Helen Walton's Children's Center is to have more access to public services funding beyond the 15% cap.

In addition to financially supporting the organizations directly meeting the needs of the homeless, the City has a commitment to remaining informed on current data and homelessness issues such as participating in the NWA Continuum of Care meetings, analyzing the Point in Time Count data, and engaging the Bentonville School District on their homelessness count for students and families who may not yet meet HUD's definition of homeless.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is aware of how vital support structures are for at-risk individuals, particularly those discharged from service institutions or correctional facilities. Lacking a dedicated public service department for those needs, the City of Bentonville will continue to support the work of service organizations such as the Continuum of Care and the Micah Initiative that provide regional resource coordination and support for training and education. In

the process of creating the 2024 Annual Action Plan and in carrying out the workplan laid out in the 2023-2027 Consolidated Plan, the City has remained supportive of its partner organizations and has tried to consider their needs while creating its yearly goals.

Discussion

The City has partnered with many organizations seeking to address homelessness or those in transitional housing.

Chief among those organizations is the NWA Continuum of Care, the primary agency for addressing the needs of homeless populations. The mission of the Continuum of Care is to coordinate resources to build a collaborative system that addresses core issues of homelessness and poverty. The NWA Continuum of Care is designed to help individuals (including unaccompanied youth) and connect them with services that such persons need to move into transitional and permanent housing, with the eventual goal of long-term stability. Broadly, the program is designed to help communities as a whole and plan strategically regarding the needs of homeless populations and improve coordination with local organizations and nearby communities so that the programs offered by the Continuum of Care can be specific to the unique situations faced by cities such as Bentonville.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Barriers to affordable housing in Bentonville stem from a variety of sources, ranging from economic pressures driving low- moderate-income residents outside of city limits, lack of public investments in housing programs, lack of comprehensive public transportation systems connecting residents to job opportunities, focus on single family housing rather than multifamily units, the prevalence of housing utilized for investment rather than residency, and disparities in wealth between Bentonville's highest-earning populations and its lowest. Many of these barriers result from legislative policies, finance industry regulations and pre-existing socio-economic conditions of residents.

A particular barrier is the high rate of rental housing within Bentonville, with 49% of the city's housing being comprised of renter-occupied homes. Rent prices can be volatile, reducing housing security. As an example, a market assessment by a private organization indicated that apartments priced at \$1,000 through \$1,500 make up the majority of units at 52.27%, while those in the lowest price range of \$500 through \$700 are the lowest market share at 2.89%. According to this study, the average rent in Bentonville is \$1,228 per month, which means for a household to not be rent burdened (paying more than 30% monthly income in rent) that household would need to make a minimum of \$49,116 per year. At that rate, only residents with at least a moderate income would be able to afford the average rental housing.

Homeownership also faces particular challenges associated with affordability. That market study indicated that in 2024, average home prices listed in Bentonville have increased past and are over 121% more expensive than the average home cost in Arkansas as a whole. In evaluating the housing market, the CDBG Administrator noted that many houses listed for sale were listed at much higher prices than their last recorded sale, particularly smaller and older homes located in now-competitive areas.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In 2023 the City of Bentonville created a housing affordability workgroup to identify possible solutions to remediate barriers to affordable housing that were identified. The role of the housing work group was to conduct a review of housing needs, availability, and affordability in Bentonville by:

- a) Defining affordable housing, work force housing, and any distinctions between the two;
- b) Analyzing the cost, availability, and application requirements for affordable and work force housing, both existing and planned in the City; and
- c) Assessing the ways the City might have an effect on the availability, affordability, and application requirements of affordable and work force housing.

Since then, the City has made regulatory and procedural changes. On April 9, 2024, the City adopted an ordinance establishing regulations that allow for cottage court developments. These have smaller lot sizes and smaller homes which help to reduce costs and streamline the development review process. The City is also updating its Future Land Use Map. During the public engagement period for the Future Land Use Map, feedback revealed affordable housing as a high priority. The Future Land Use Map plan proposes several new land use categories that allow for higher density and mixed uses which will help to increase the variety and amount of housing supply. The City is also drafting language to improve the process of reviewing and approval

of small subdivisions.

Discussion:

Housing affordability remains a top priority facing the Bentonville community. Through the use of CDBG funds, the City will enable first time homebuyers to access a market that may otherwise exclude low and moderate income individuals. However, once in a home those persons will have secured housing that is not subject to the volatility of the rental market and have attained an important asset to break cycles of poverty.

Much work remains to be done, but it is clear that the path to affordable housing will come from a collaboration between city government, community advocacy organizations, private partners and civic input.

AP-85 Other Actions – 91.220(k)

Introduction:

Using the identified priorities determined within the 2023-27 Consolidated Plan and the 2024 Annual Action Plan, strategies will be implemented to meet underserved needs, foster and maintain affordable housing, reduce the cost burden placed on low- moderate-income residents, and enhance coordination between public and private organizations dedicated to serving low- moderate-income residents. The City will partner with other city agencies, regional and state agencies, fair housing advocates, service providers, lender, funders, and investors as needs for the CDBG program and the Bentonville community become apparent.

The 2024 Annual Action Plan aims primarily to keep continuity of the programs initiated in the previous program year, particularly those aimed at increasing access to housing, while building more relationships in the community for consultation and partnership opportunities. Public awareness is a main priority of the 2024 Annual Action Plan, which will be accomplished through strategic community outreach, advertising, and speaking with private and public organizations to ensure their members know about the CDBG program to address future needs.

Actions planned to address obstacles to meeting underserved needs

The largest obstacle to meeting underserved needs is the 15% cap on public services. Bentonville is an exception city, meaning that the distribution of its low and moderate income populations are not as concentrated as other municipalities. Even data from the last census cannot fully represent the rate at which Bentonville continues to grow and high rates of housing turnover reduces the concentration of low and moderate income populations. This limits many traditional CDBG activities that rely on area-based efforts to benefits these populations, but Bentonville's growth does not mean that there is no community need for the CDBG program. Instead, the necessity of city-wide programs becomes more apparent than ever. Many such programs are those already being carried out by community partners such as our subrecipients, and low and moderate income residents of Bentonville rely on those support systems.

The cap on public service spending reduces the efficacy of Bentonville's aid to low and moderate income persons and households, placing more burden on public service providers and increasing the cost burden on families attempting to access services.

Another obstacle is the shortage of renter-specific housing activities in the CDBG housing regulations. Though there are activities such as rental housing subsidies and rental income loss projects, activities directly benefiting renters are still limited in comparison to housing rehabilitation, housing modernization and home ownership projects. In a municipality that is 49% renter-occupied, traditional approaches to incentivize homeownership are less effective. The implementation of more renter-specific activities under the CDBG program as a whole would have a deeply positive impact on communities such as Bentonville.

To address these concerns, Bentonville will remain in communication with HUD providing program feedback, participating in national surveys such as the recent proposed rules change by HUD, and engage local public and private partners on what types of activities can be funded by CDBG so that program finances are most effectively utilized.

Actions planned to foster and maintain affordable housing

The City is taking action to foster new affordable rental and homeownership housing opportunities in Bentonville. The CDBG Administrator is working with the Planning Department and local public and private

organizations to advocate for the development of affordable housing opportunities for the community through review process improvements and removing zoning barriers.

Actions planned to reduce lead-based paint hazards

The City of Bentonville does not currently have its own housing rehabilitation program. We will work with our local organizations to ensure that any rehabilitation projects they pursue meet the State and Federal requirements, making houses lead safe.

Actions planned to reduce the number of poverty-level families

Addressing the number of poverty-level families means a priority must be made to engage with low- moderate-income persons, including traditionally underserved communities such as immigrants, the elderly and those with disabilities. This is why a central component of the 2024 Annual Action Plan's Administrative project is advertising and public outreach via the internet and print media so that CDBG programs can be advertised to those in need of the services the City can offer. To reduce the number of families in poverty, the City will provide access to homeownership, which will allow first-time homebuyers access to stability and equity to break generational cycles of poverty.

Through the City's focus on public services, particularly those involving childcare, Bentonville will reduce the cost-burden families in poverty and ensure that parents can remain in the workforce. Childcare is one of the top rising costs nationally, and that is reflected in Bentonville as well. Providing support to public services conducting childcare aid means that costs are offset and families do not have to make the choice between their children's safety and the potential of a lost income. Another area that Bentonville provides support in through public services in the 2024 Annual Action Plan is its support of education and training opportunities for homeless individuals, providing them a path out of poverty and economic improvement to become more stable in their living situations and personal circumstances.

Actions planned to develop institutional structure

The City of Bentonville is the lead administrative agency for the CDBG Program. The Mayor, Finance Department, and CDBG Administrator provide fiscal and regulatory oversight of all CDBG funding sources and their federal grant. The Administrator is responsible to see that all reports are submitted timely. These reports include HUD 272, Federal Cash Transaction Report, HUD2516 and 2516, Contract and Subcontract Activity, HUD 471, the Semi-Annual Labor Standards Enforcement Report, and Section 3, Summary Report. The Section 3 is submitted with the Consolidated Annual Performance Review (CAPER) each year. The City of Bentonville also acts as the final authority for the appropriation of funds for Annual Action Plan activities following recommendations to the Bentonville City Council. Within each of the funding areas where the City is partnered with a nonprofit agency, all activities will be completed and managed with those agencies involved.

Actions planned to enhance coordination between public and private housing and social service agencies

A variety of public and private agencies were collaborated with while developing the City's 2024 Annual Action Plan. This involved speaking with organizations that had initially participated in the construction of the Consolidated Plan as well as seeking out new partnership opportunities. Internally, City Department Heads, the City Council, Planning Department staff and the Mayor each have opportunity to comment on the development of the Annual Action Plan during the approval and funding process. On the whole, the importance of collaboration is clear: with limited resources to fully address the priorities that were identified in the consultation process, the City must strengthen and utilize different agencies to best serve residents in need.

These partnerships must not be for a limited time while the Annual Action Plan is being developed, but be part of a continual engagement process throughout the program year and for all the years to come. The goal of each year must be to build upon the framework of the years before it.

Discussion:

The City of Bentonville has many needs facing its low and moderate income residents, from needed public services to affordable housing and childcare. The best route to serving these communities is to remain in close contact with residents and with public and private organizations dedicated to serving them. Given the limited City resources, partnerships are a core component of a successful CDBG program. Not only with subrecipients, but with a range of organizations that share a dedication to serving low- moderate-income families.

The City must also advocate federally with HUD for policy changes that account for a community that is has a high percentage of renters and with such disparate low and moderate income populations. In an exception city such as Bentonville, the needs of lower income individuals are not lessened by their geographic distribution; if anything their needs are heightened by the disparity within the community. Bentonville must continue to advocate for whole-city solutions that can raise persons and households out of poverty and provide real opportunities for economic growth.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Bentonville has no program income available, nor any section 108 loans.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

For calculating the period of Overall Benefit, the three program years that will be considered are program years 2024, 2025 and 2026. The reason for selecting these years is that it provides time for the program to be initiated in PY2023, and will more accurately reflect the benefit of the CDBG program over time than a timespan including the first program year could.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Debbie Griffin
Phone:	4792542028	For Department(s):	Municipal Airport
Email:	dgriffin@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 Amending Resolution 1-23-24C correcting the amount due to Garver Engineering
Action Recommendation & Justification:	A Resolution amending Resolution 1-23-24C, which authorized work order no. 4 with Garver Engineering, to correct the amount from the total project cost to the actual amount due to Garver, which is \$79,650.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Work Order No. 4 authorized Garver to provide design phase and construction services for the VBT hangar access road. Though the work order document listed the correct price, \$79,650.00, the total project cost was mistakenly used in the Resolution. This corrects that error and allows Garver to be paid the accurate amount authorized by Work Order No. 4. This project is funded by a state aeronautical grant, ARPA funds, and additional grants.
Amount for Approval:	\$ 79,650.00

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
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



**WORK ORDER NO. 04
CITY OF BENTONVILLE
HANGAR ACCESS ROAD
DESIGN AND CONSTRUCTION PHASE SERVICES
Garver Project No. 2302223**

This WORK ORDER ("Work Order") is made by and between the **City of Bentonville** (hereinafter referred to as "**Owner**") and **Garver, LLC**, (hereinafter referred to as "**Garver**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on October 14, 2021 (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements at Bentonville Municipal Airport (VBT):

Construct an access road from the south Fieldhouse parking lot to the recently constructed hangar development area adjacent to I Street.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

1.1 Garver shall provide the following Services:

1.1.1 See Exhibit A-04, attached.

1.2 In addition to those obligations set forth in the Agreement, Owner shall:

1.2.1 Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.

1.2.2 Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.

1.2.3 Obtain the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this Agreement, except as otherwise described in the Services under Section 1.1.

1.2.4 Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.

1.2.5 Furnish Garver a current boundary survey with easements of record plotted for the project property.

1.2.6 Pay all plan review and advertising costs in connection with the project.

1.2.7 Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.

1.2.8 Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.

1.2.9 Furnishing Garver a current geotechnical report for the proposed site of construction. Garver will coordinate with the geotechnical consultant, Owner has contracted with, on Owner's behalf for the project specific requested information.



SECTION 2 – PAYMENT

For the Services set forth above, Owner will pay Garver on a lump sum and cost plus fixed fee basis as shown in the following table.

The table below presents a summary of the fee amounts and fee types for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Surveying Services	\$4,700	LUMP SUM
Geotechnical Services	\$4,300	LUMP SUM
Design Services	\$36,600	LUMP SUM
Construction Phase Services	\$25,500	LUMP SUM
Materials Testing Services	\$8,550	COST+FF
TOTAL FEE	\$79,650	

Surveying, Geotechnical, Design, and Construction Phase Services

The lump sum amount to be paid under this Work Order is **\$71,100**. For informational purposes, a breakdown of Garver's estimated costs is included herein with approximate current hourly rates for each employee classification.

Materials Testing Services

The Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for materials testing services negotiated with Grubbs, Hoskyn, Barton, and Wyatt, as a subconsultant to Garver, which is estimated to be approximately \$7,400, plus an administrative markup of \$1,150 for a total fee of **\$8,550**.

Additional Services (Extra Work). For services not described or included in Section 1, but requested by the Owner in writing, the Owner will pay Garver as expressly set forth in the applicable Amendment.

SECTION 3 – EXHIBITS

- 3.1 The following Appendices are attached to and made a part of this Work Order:
 - 3.1.1 Exhibit A-04 – Scope of Services
 - 3.1.2 Exhibit B-04 – Manhour Tables
 - 3.1.3 Exhibit C-04 – Project Exhibit



This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF BENTONVILLE

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER

By: _____
Signature

Name: Blake Roberson, P.E.
Printed Name

Title: Vice President

Attest: _____



EXHIBIT A-04 (SCOPE OF SERVICES)

Generally, the Scope of Services includes the following professional services for improvements to the westside hangar access at Bentonville Municipal Airport. Improvements will consist primarily of a new access road extending from the south Fieldhouse parking lot to the recently constructed hangar development area adjacent to I Street as shown in Exhibit C-04. More specifically, this Scope of Services includes the following professional engineering and surveying services:

- Surveying Services
- Geotechnical Services
- Design Services
 - 90% Final Design
 - 100% Issued for Bid
- Construction Phase Services
- Materials Testing Services

1. SURVEYING SERVICES

- 1.1. Design Surveys. Garver will provide field survey data from field work for designing the project, and this survey will be tied to the Owner's control network.
- 1.2. Garver will conduct field surveys, utilizing radial topography methods, at intervals and for distances at and/or along the project site as appropriate for modeling the existing ground, including locations of pertinent features or improvements. Buildings and other structures, airfield pavements, streets, drainage features, airfield lights and signs, fences, trees over eight inches in diameter, visible utilities as well as those underground utilities marked by their owners and/or representatives, and any other pertinent topographic features that may be present at and/or along the project site, will be located. Control points will be established for use during construction. All surveys shall be conducted during normal working hours.
- 1.3. Garver will assemble data obtained during the performance of the field surveys in an AutoCAD Civil3D base map drawing to be utilized for design of the project.

2. GEOTECHNICAL SERVICES

- 2.1. Grubbs, Hoskyn, Barton & Wyatt, as a subconsultant to Garver, will be responsible for obtaining, interpreting, and evaluating geotechnical data necessary for the design of this project. The following is a summary of the geotechnical services provided under this Scope of Services.
- 2.2. Geotechnical services will include a review of the existing geotechnical report dated May 12, 2021. Review of all previous recommendations included in this report, in addition to any necessary revisions and consultation with Garver, will be included with these services. Additional recommendations for light and heavy duty vehicular traffic will be provided.

3. DESIGN SERVICES

- 3.1. General: Garver will prepare detailed construction drawings, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, ARDOT, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1)



construction contract. These designs shall conform to the standards of practice ordinarily used by members of Garver's profession practicing under similar conditions and shall be submitted to the Owner from which approval must be obtained.

- 3.2. Owner / Agency Coordination: Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

3.3. Project Management Plan / Quality Control Procedures

5.3.1 Garver will develop a project specific project management plan. The project management plan will include the project background, scope of work, stakeholder contact information, project team organization and roles, design criteria, project schedule, deliverables, and quality control procedures.

5.3.2 Garver will complete quality control reviews for each deliverable prior to any design submission to Owner and/or FAA. Quality control reviews will be completed by qualified project managers, project engineers, and/or senior construction observers who are experienced in the relevant discipline and design elements under review. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.

3.4. Environmental Coordination

3.4.1. Garver will develop a Stormwater Pollution Prevention Plan (SWPPP), including erosion control plans and details. Upon Owner review, the SWPPP and NOI shall be submitted to the Arkansas Division of Environmental Quality (ADEQ) for review. Garver will incorporate comments from the review agency.

3.4.2. Garver will coordinate and complete documentation for submission to FAA to receive environmental clearance for the project. Documentation will include that required by the documented CATEX questionnaire of FAA SOP 5.0.

- 3.5. Airspace Analysis: Garver will prepare and submit the project to the FAA for permanent airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

3.6. Construction Safety and Phasing Plan

3.6.1. Garver will develop a construction safety and phasing plan (CSPP) for the project. During development of the CSPP, Garver will hold a meeting with Airport staff and other stakeholders at the Airport's request to obtain feedback regarding operations during each proposed phase of construction.

3.6.2. After receiving comments from the meeting, Garver will develop a preliminary CSPP for the Owner's review prior to submission to the FAA. After incorporating Owner comments, the CSPP will be submitted to FAA for review through the OE/AAA website.



3.7. Existing Conditions Review

3.7.1. Record Document Review: Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

3.7.2. Site Visits: Garver's civil and electrical engineers will perform up to two (2) site visits to the project site to review existing conditions and evaluate survey and record document data.

3.8. Grading and Drainage: Grading and drainage design shall be completed in accordance with FAA AC 150/5300-13 (Airport Design), FAA AC 150-5320-5 (Airport Drainage Design), and applicable local drainage codes.

3.8.1. Garver will develop hydrologic and hydraulic models of the airfield drainage system within the project limits for the 1, 2, 5, 10, 25, 50, and 100 year storms. Autodesk Storm and Sanitary Analysis will be utilized to complete interconnected pond analysis for all drainage areas. Modeling methodology and parameters will be selected in accordance with standard engineering practice and Owner standards. Modeling parameters, such as areas, slopes, drainage paths, distances, etc. will be obtained from surveys, planimetric contour maps and aerial photos and verified by field investigation.

3.8.2. A pre-development model will be developed to include drainage infrastructure that is known to be functional. Damaged or non-functional drainage infrastructure will not be included in the pre-development model. Garver will also develop a post-development model to manage runoff from the project site. The post-development model may include the expansion of the existing detention areas as well as potential onsite mitigation options.

3.8.3. Garver will develop a brief drainage analysis report which will be submitted to the City of Bentonville for review. The drainage analysis report will include the following:

- Pre-development Drainage Methodology and Results
- Conceptual Post-development Drainage Methodology and Results
- Overall Drainage Recommendations

3.9. Block Retaining Wall Design: Through a Subconsultant, block retaining wall redesign will be completed to facilitate the relocation of the existing retaining wall east of the proposed access road alignment.

3.10. Utility Design and Coordination: It is expected that the following utilities will require relocation / modification as part of the project. Garver will coordinate with the Owner and applicable utility owners for utility relocation design. In addition to the utilities listed below, Garver will also design infrastructure for future utility extensions.

- Water
- Sewer
- Natural Gas
- Electric
- Telecommunications



Garver will furnish plans to all known utility owners potentially affected by the project at each stage of development. Garver shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocations. Garver will include the surveyed locations of the observable and marked utilities in the construction plans. Garver will also include proposed and/or relocated utility information in the construction plans as provided by the utility companies.

3.11. Plan Set Development

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase	
	90% Preliminary	100% Issued for Bid
Cover Sheet	X	X
Sheet Index	X	X
General Notes	X	X
Project Layout Plan	X	X
Survey Control Plan	X	X
Construction Safety Plans	X	X
Construction Safety Details	X	X
Existing Conditions Plans	X	X
Erosion Control Plans	X	X
Erosion Control Details	X	X
Demolition Plans	X	X
Demolition Details	X	X
Drainage Plans	X	X
Drainage Details	X	X
Utility Plans	X	X
Utility Details	X	X
Typical Sections	X	X
Paving Plans	X	X
Paving Details	X	X
Grading Plans	X	X
Grading Details	X	X
Pavement Marking Plans	X	X
Pavement Marking Details	X	X
Cross Sections	X	X



3.12. Specifications and Contract Documents

3.12.1. Technical Specifications: Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-10 or when state or local standards are approved by the FAA.

3.12.2. Construction Contract Documents: Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

3.13. Quantities and Engineer's Opinion of Probable Cost: Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

3.14. Design Services Submission and Meeting Summary: The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

3.14.1. Conceptual Planning Meeting

3.14.1.1. Garver will attend a conceptual meeting with the City's planning department to review the project scope and schedule.

3.14.2. 90% Preliminary Design

3.14.2.1. Garver will develop 90% design plans and drainage report and submit these to the Owner for review. Garver will attend a Pre-Application meeting with the City to review the project plans. Garver will then coordinate the submission of the preliminary plans for official City review through eTrakit.

3.14.2.2. At the completion of the Owner review period, Garver will meet with the Owner to review the 90% final design plans to receive Owner comments and direction.

3.14.3. 100% Issued for Bid (IFB): Garver will develop 100% IFB plans and specifications and submit these to the Owner for review.

4. **CONSTRUCTION PHASE SERVICES**

4.1. During the construction phase of work, Garver will accomplish the tasks below.

4.2. Issued for Construction (IFC) Documents

4.2.1. Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications.



4.3. Submittals

- 4.3.1. Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

4.4. Notice to Proceed & Preconstruction Meeting

- 4.4.1. Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

4.5. Progress Meetings

- 4.5.1. As a minimum, Garver's Project Manager, Project Engineer, and Resident Project Representative (RPR) will attend weekly progress meetings with the Owner and Contractor. It is expected that 7 meetings will be held via conference call. To the extent possible, progress meetings and visits to the site of the work should be scheduled to coincide with each new phase of construction, scheduled FAA inspections, and other times when Garver's presence is desirable. Garver's project engineer or his qualified representative will be available at all times work is in progress for telephone contact by the RPR. Garver's project engineer shall direct, supervise, advise, and counsel the Resident Project Representative and construction observation personnel in the accomplishment of Garver's duties. Garver will prepare for and attend any utility preconstruction meetings as required.

4.6. Owner Coordination

- 4.6.1. Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

4.7. RFIs

- 4.7.1. Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.



4.8. Progress Payments

4.8.1. Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

4.9. Record Drawings

4.9.1. Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Grant Closeout Services and final record drawings will be provided to the Owner after project completion. Garver shall prepare a set of utility record drawings and prepare and furnish record drawings to local utilities as required.

4.10. Change Orders

4.10.1. When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

4.11. Final Inspection

4.11.1. Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare a punch list, review final project closeout documents, and submit the final pay request.

4.12. On-Site Resident Project Representative Services

4.12.1. Garver will provide part-time Resident Project Representative (RPR) services for the 45-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per week during the construction contract performance time for the RPR, plus an additional one (1) weeks for weather and other delays beyond the Contractor's control. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications. Garver will provide additional observation services for post-construction City inspections and punch list reviews (approximately 12 hours).

4.12.2. During the construction period, Garver's RPR will provide or accomplish the following:

- Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop. In addition, Garver shall supply to the Owner such periodic reports and information as may be required by the FAA
- As necessary, conduct safety meetings with the Contractor.



- Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
- Perform intermediate inspections in advance of the final inspection.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- In accordance with FAA AC 150/5370-12A, maintain a project diary which will contain information pertinent to each site visit.
- Monitor the contractor's conformance to the approved construction safety and phasing plan.
- Provide up to 6 hours of survey crew time for as-built verification, etc.

4.12.3. In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

4.13. Grant Closeout Services

4.13.1. At the conclusion of construction, Garver will assist the Owner in submission of state grant closeout documents for the project.

5. MATERIALS TESTING SERVICES

5.1. Through a Subconsultant, Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with the Owner's requirements.

6. PROJECT DELIVERABLES

6.1. The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

- 90% Preliminary Design Plans and Specifications to the Owner.
- 100% Issued for Bid Plans and Specifications to the Owner.
- Issued for Construction Plans and Specifications to the Owner and Contractor.
 - Three hard copies to the Contractor
- Reviewed submittals to the Contractor.
- Record Plans and Specifications to the Owner.
 - One hard copy to the Owner.
- Other electronic files as requested.



7. ADDITIONAL SERVICES

- 7.1. The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.
- Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
 - Deliverables beyond those listed herein.
 - Pavement Design beyond that furnished in the Geotechnical Report.
 - Design of any utility relocation not specifically stated in the Design Services.
 - Bidding Services
 - Engineering, architectural, or other professional services beyond those listed herein.
 - Retaining walls or other significant structural design not specifically stated in the Design Services.
 - Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
 - Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
 - Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.

8. SCHEDULE

- 8.1. Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-04**City of Bentonville
VBT Hangar Access Road****Surveying Services**

WORK TASK DESCRIPTION	E-5	E-3	E-2	T-1	S-5	S-4	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Surveys - Topographic							
Coordination and Administration			2	1			
Survey Layout Map			1	2	1		
Review of Existing Control Points							2
Topographic Surveys							4
Data Processing/DTM Preparation				1	1	1	4
QC Review of Survey Data				2			
Subtotal - Surveys - Topographic	0	0	3	6	2	1	10

Hours	0	0	3	6	2	1	10
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SUBTOTAL - SALARIES:	\$1,367.73
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$2,612.50
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$43.73
Survey Supplies	\$50.00
Travel Costs (2 trips @ 10 mi/trip)	\$13.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$106.73
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SUBTOTAL:	\$4,086.96
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SUBCONSULTANTS FEE:	\$0.00
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PROFESSIONAL FEE	\$613.04
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TOTAL FEE:	\$4,700.00
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Exhibit B-04**City of Bentonville
VBT Hangar Access Road****Geotechnical Services**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-1	C-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordinate with Geotechnical Subconsultant				1		1	
Develop Geotechnical Subconsultant Agreement				1		2	
Geotechnical Report Review				1		2	
Correspondence for Design Input				1		1	
Subtotal - Civil Engineering	0	0	0	4	0	6	0

Hours	0	0	0	4	0	6	0
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SUBTOTAL - SALARIES:	\$414.32
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$791.39
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$33.42
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$33.42
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SUBTOTAL:	\$1,239.13
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SUBCONSULTANTS FEE (GRUBBS):	\$2,500.00
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PROFESSIONAL FEE	\$560.87
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TOTAL FEE:	\$4,300.00
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Exhibit B-04

City of Bentonville VBT Hangar Access Road

Design Services

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-1	D-2	T-1	C-1
	\$89.73	\$73.56	\$62.93	\$47.12	\$48.87	\$34.36	\$40.69
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Development of QC Plan				1			
Internal Kickoff Meeting				1		1	
Conceptual Planning Meeting				1			
Coordination with FAA				1		2	
Coordination with City				2		2	
Utility Coordination				2		4	
Airport Board Meetings (2)				2			
Internal Weekly Progress Meetings (8)				8		4	
Site Visit (2 people, 2 trips)				3		3	
CSPP Review Meeting (2 people, virtual)				1		1	
Prepare for Pre-Application Meeting				1		1	
Attend Pre-Application Meeting with City of Bentonville (2 people, virtual)				1		1	
Prepare and Distribute Pre-Application Meeting Minutes and Tasks				1			
Prepare for Final Plan Review Meeting				1		1	
Attend Final Plan Review Meeting (2 people, virtual)				1		1	
Prepare and Distribute Final Review Meeting Minutes and Tasks				1			
Subtotal - Project Administration	0	0	0	28	0	21	0
2. Civil Engineering							
Base Map Setup				1		2	
Establish Design Criteria and Parameters	1			1		2	
Review As-Built Drawings				1		2	
Develop Preliminary Construction Safety and Phasing Plan				1		4	
Prepare Final Construction Safety and Phasing Plan				1		2	
CSPP Submission to FAA Through OEAAA				1		1	
Develop Geometric Layout				1		4	
Develop Horizontal Alignments				1		8	
Develop Vertical Alignments and 3D Model	1			2		10	
Drainage Design and Report				2		6	
Block Retaining Wall Design Coordination				2		2	
Final Plans							
Cover Sheet & Index of Sheets (1)						1	
Project Layout & Survey Control Plan (1)				1		1	
General Notes (1)						1	
Construction Safety Plans (1)				1		2	
Construction Safety Details (1)						1	
Existing Conditions & Demolition Plans (2)				1		2	
Demolition Details (1)						1	
Erosion Control Plans (2)				1		2	
Erosion Control Details (1)						1	
Grading & Drainage Plans (2)				1		2	
Grading & Drainage Details (1)						1	
Utility Plans (2)			2	2		4	
Utility Details (1)			1	1		1	
Typical Sections (1)						1	
Paving Plans (2)				1		2	
Paving Details (1)						1	
Pavement Marking Plans (2)				1		2	
Pavement Marking Details (1)				1		1	
Cross Sections				1		3	
Develop Final Construction Contract Documents				1		2	
Develop Final Technical Specifications				1		2	
Develop Final Supplemental Specifications				1		2	
Develop Final Quantities				1		3	
Develop Final Opinions of Probable Construction Costs				1		2	
Internal Quality Control (QC) Review	2			4			
Incorporate QC Review Comments				2		6	

Incorporate Final Owner Review Comments				1		2	
Prepare and Submit Permanent Airspace Study				1		2	
Submit SWPPP to DEQ				2		4	
Subtotal - Civil Engineering	4	0	3	41	0	98	0
3. Electrical Engineering							
Review As-Built Drawings				1			
Utility Coordination				4			
Final Plans							
Utility Plans				1		4	
Utility Details				1		1	
Develop Final Technical Specifications				1		1	
Develop Final Supplemental Specifications				1		1	
Develop Final Quantities				1		1	
Develop Final Opinions of Probable Construction Costs				1		1	
Internal Quality Control (QC) Review				4			
Incorporate QC Review Comments				1		4	
Incorporate Final Owner Review Comments				1		2	
Subtotal - Electrical Engineering	0	0	0	17	0	15	0

Hours	4	0	3	86	0	134	0
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SUBTOTAL - SALARIES: **\$9,204.27**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: **\$17,581.08**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$27.74
Postage/Freight/Courier	\$0.00
Travel Costs (2 trips @ 10 mi/trip)	\$13.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$40.74**

SUBTOTAL: **\$26,826.09**

SUBCONSULTANTS FEE: **\$5,000.00**

PROFESSIONAL FEE **\$4,773.91**

TOTAL FEE: **\$36,600.00**

Exhibit B-04**City of Bentonville
VBT Hangar Access Road****Construction Phase Services**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	T-1	C-1	2-Man Crew (Survey)
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Prepare IFC Plans and Specs and submit to Contractor				1	2		
Review IFC Plans and Specifications						4	
Prepare and Distribute Notice To Proceed				1			
Prepare for Preconstruction Meeting				1	1		
Attend Preconstruction Meeting (3 people, on-site)				2	2	2	
Prepare and Distribute Preconstruction meeting minutes					1		
Prepare Contractor Pay Application (2 applications)				2	4		
Coordination with Inspector (1 hr/week)				1	6		
Develop Submittal Log				1	2		
Prepare Change Orders				1	2		
Response to Contractor and RPR Inquiries				2	8		
Prepare for and Attend (Virtual) Progress Meetings (2 people, 7 meetings)				7	7		
Site Visits (2 people, 2 trips)				4	4		
Shop Drawings/Submittal Review & Responses				2	4		
Final Inspection and Punchlist				3	6		
Punchlist Coordination				4			
Final Walkthrough				2	2		
Develop and Distribute Record Documents				2	8		
Resident Project Representative Services (8 weeks @ 4 hr/Week)						32	
City Inspections and Punchlist Coordination						12	
As-Built Survey							6
ADA Grant Closeout				2	8		
Subtotal - Civil Engineering	0	0	0	38	67	50	6

2. Electrical Engineering							
Submittal Log				1	1		
Change Orders				1			
Response to Contractor and RPR Inquiries				2			
Shop Drawings/Submittal Review & Responses				1	2		
Final Inspection and Punchlist				2			
Punchlist Coordination				1			
Final Walkthrough				2			
Develop Record Documents				1	2		
Subtotal - Electrical Engineering	0	0	0	11	5	0	0

Hours	0	0	0	49	72	50	6
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SUBTOTAL - SALARIES: **\$7,547.98**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD:** **\$14,417.40**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$70.54
Postage/Freight/Courier	\$0.00
Travel Costs (21 trips @ 10 mi/trip)	\$138.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$208.54**

SUBTOTAL: **\$22,173.92**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$3,326.09**

TOTAL FEE: **\$25,500.00**

Exhibit B-04**City of Bentonville
VBT Hangar Access Road****Materials Testing Services**

WORK TASK DESCRIPTION	E-5	E-4	E-3	E-2	D-2	T-1	C-1
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Coordination with Materials testing Firm				2		2	
Review Test Results				2		6	
Subtotal - Civil Engineering	0	0	0	4	0	8	0

Hours	0	0	0	4	0	8	0
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SUBTOTAL - SALARIES:	\$483.04
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$922.65
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$29.09
Postage/Freight/Courier	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$29.09
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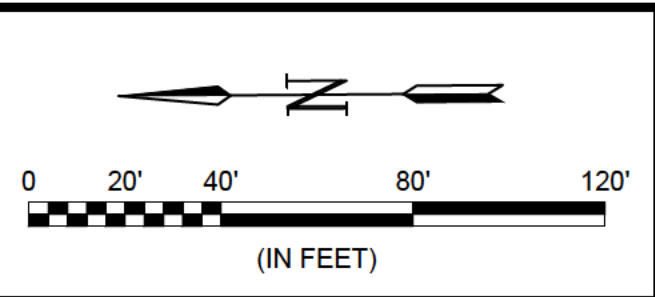
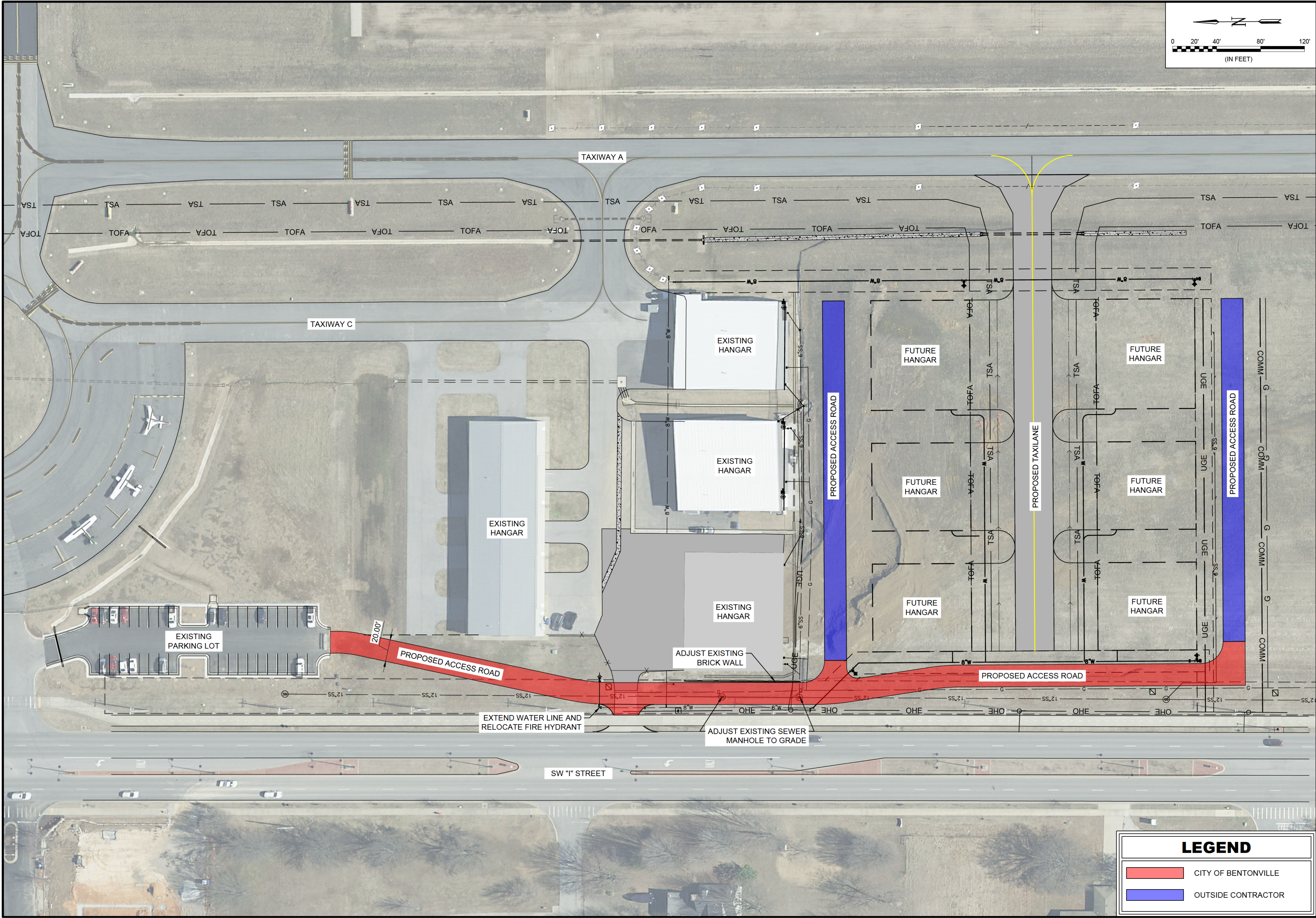
SUBTOTAL:	\$1,434.78
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SUBCONSULTANTS FEE (GRUBBS):	\$6,000.00
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PROFESSIONAL FEE	\$1,115.22
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TOTAL FEE:	\$8,550.00
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Last plotted by: Lantz, Virginia H. (Gmny) Plot Style: AECmono.ctb Plot Scale: 1:1 Plot Date: 11/1/2023 9:35 AM Plotter used: DWG To PDF.pc3





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REV.	DATE	DESCRIPTION	BY



BENTONVILLE MUNICIPAL AIRPORT
BENTONVILLE, ARKANSAS

HANGAR DEVELOPMENT
CITY OF BENTONVILLE - PIIP21-0003

VBTHANGAR
DEVELOPMENT
ACCESS ROAD
EXHIBIT

JOB NO.: 21A13192
DATE: AUG 2023
DESIGNED BY: CMM
DRAWN BY: VHL

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
EXB 1

SHEET NUMBER
1

LEGEND

CITY OF BENTONVILLE

OUTSIDE CONTRACTOR

CITY OF BENTONVILLE
VBT HANGAR DEVELOPMENT ACCESS ROAD
ENGINEER'S ESTIMATE OF PROBABLE COST (80/20 ADA GRANT)

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Engineer's Estimate of Probable Cost	
					UNIT PRICE	AMOUNT
1	SS-120	Maintenance of Traffic	LS	1		\$0.00
1	SS-120	Maintenance of Traffic	LS	1	\$5,000.00	\$5,000.00
2	SS-200	Waterline Extension and Hydrant Relocation	LS	1	\$25,000.00	\$25,000.00
3	SS-201	Gate Reader Adjustments	LS	1	\$3,500.00	\$3,500.00
4	SS-202	Manhole Adjusted to Grade	EA	2	\$5,000.00	\$10,000.00
5	SS-210-a	Unclassified Excavation	CY	2,400		\$0.00
6	SS-210-b	Unclassified Excavation	CY	1,700	\$26.00	\$44,200.00
7	SS-210-a	B-Stone Backfill (Material Only)	CY	1,600	\$14.00	\$22,400.00
8	SS-210-b	B-Stone Backfill	CY	1,100	\$60.00	\$66,000.00
9	SS-303-a	8" Aggregate Base Course (Material Only)	CY	490	\$16.00	\$7,840.00
10	SS-303-b	8" Aggregate Base Course	CY	460	\$54.00	\$24,840.00
11	SS-407-a	3" ACHM Surface Course (Material Only)	TN	330	\$80.00	\$26,400.00
12	SS-407-b	3" ACHM Surface Course	TN	270	\$300.00	\$81,000.00
13	SS-800	Block Wall Adjustment	LS	1	\$20,000.00	\$20,000.00
14	SS-620	Seeding	AC	0.8	\$6,500.00	\$5,200.00
15	SS-624	Sodding	SY	1,200	\$9.00	\$10,800.00
16	T-905-5.1	Topsoil (Obtained on Site; 4" Thickness)	SY	5,000	\$3.00	\$15,000.00
17	SS-718	Reflective Pavement Markings	LS	1	\$3,000.00	\$3,000.00
18	C-102	Temporary Erosion Control	LS	1	\$10,000.00	\$10,000.00
19	C-105	Mobilization	LS	1	\$34,820.00	\$34,820.00
20	SS-900	Utility Allowance	LS	1	\$20,000.00	\$20,000.00

Work Completed by the City of Bentonville (In-Kind)

Contingency (15%) \$ 60,000.00

Work Completed by Outside Contractor

TOTAL ESTIMATED CONSTRUCTION COST \$495,000.00

IN-KIND WORK:

15	N/A	City Supervisor	HR	150	\$35.00	\$5,250.00
16	N/A	City Foreman	HR	150	\$30.00	\$4,500.00
17	N/A	City Labor	HR	600	\$20.00	\$12,000.00
18	N/A	City Equipment (Excavator)	HR	60	\$135.00	\$8,100.00
19	N/A	City Equipment (Dump Truck)	HR	300	\$75.00	\$22,500.00
20	N/A	City Equipment (Grader)	HR	30	\$65.00	\$1,950.00
21	N/A	City Equipment (Roller)	HR	30	\$35.00	\$1,050.00
22	N/A	City Equipment (Skid Steer)	HR	120	\$32.00	\$3,840.00
23	N/A	City Equipment (Asphalt Paver)	HR	30	\$95.00	\$2,850.00
24	N/A	City Equipment (Pickup Truck)	HR	120	\$20.00	\$2,400.00

TOTAL IN-KIND WORK \$64,440.00

ESTIMATED ENGINEERING SERVICES (15%) \$84,000.00

TOTAL PROJECT COST \$643,440.00

TOTAL PROJECT FUNDING (ADA 80/20 GRANT)	
ARKANSAS DEPARTMENT OF AERONAUTICS (80% MAXIMUM; \$300,000 CAP)	\$300,000.00
SPONSOR CASH SHARE	\$279,000.00
SPONSOR IN-KIND SERVICES SHARE	\$64,440.00
TOTAL FUNDING	\$643,440.00

RESOLUTION NO. 1-23-24 C

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO WORK ORDER NO. 4 WITH GARVER ENGINEERING, FOR DESIGN PHASE AND CONSTRUCTION SERVICES FOR THE VBT HANGAR ACCESS ROAD, IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-THREE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$643,440.00); AND FOR OTHER PURPOSES.

WHEREAS, this work order authorizes design phase and construction services for the public hangar access road at the Bentonville Municipal Airport; and

WHEREAS, this project is funded with ARPA monies already allocated to the airport and State grant funds; therefore, no budget adjustment is needed.

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 Work Order No. 4 with Garver Engineering, for design phase and construction services for the VBT Hangar Access Road, in an amount not to exceed six hundred forty-three thousand four hundred forty dollars (\$643,440.00);

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 and APPROVED this 23 day of JANUARY, 2024.

APPROVED:

[REDACTED]

STEPHANIE ORMAN, Mayor

ATTEST:

[REDACTED]

KIRBY ROMINES, City Clerk



RESOLUTION NO. _____

**A RESOLUTION AMENDING RESOLUTION 1-23-24C; AUTHORIZING
WORK ORDER NO. 4 WITH GARVER ENGINEERING, FOR DESIGN
PHASE AND CONSTRUCTION SERVICES FOR THE VBT HANGAR
ACCESS ROAD, IN THE CORRECTED AMOUNT NOT TO EXCEED
SEVENTY-NINE THOUSAND SIX HUNDRED FIFTY DOLLARS
(\$79,650.00); AND FOR OTHER PURPOSES.**

WHEREAS, at the January 23, 2024 meeting, City Council approved Resolution 1-23-24C authorizing the Mayor and City Clerk to enter into Work Order No. 4 with Garver Engineering, in an amount not to exceed six hundred forty-three thousand four hundred forty dollars (\$643,440.00);

WHEREAS, the amount authorized by Resolution 1-23-24C, was the total project cost and not the actual amount due to Garver under Work Order No. 4;

WHEREAS, Work Order No. 4 authorizes payment to Garver, for design phase and construction services, in an amount not to exceed seventy-nine thousand six hundred fifty dollars (\$79,650.00); therefore, Resolution 1-23-24C should be amended to reflect the correct amount; and

WHEREAS, much of the total project cost will be paid to the contractor performing the construction work.

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

Section 1: Resolution 1-23-24C is hereby amended to reflect the correct amount of not to exceed seventy-nine thousand six hundred fifty dollars (\$79,650.00); not the originally listed total project cost of six hundred forty-three thousand four hundred forty dollars (\$643,440.00);

Section 2: Garver Engineering will perform design phase and construction services for the VBT hangar access road, pursuant to previously authorized Work Order No. 4, in an amount not to exceed seventy-nine thousand six hundred fifty dollars (\$79,650.00);

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 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 and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Debbie Griffin
Phone:	4792542028	For Department(s):	Municipal Airport
Email:	dgriffin@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 Authorizing Change Order No. 2 with Sy-Con for VBT Hangar Development Access
Action Recommendation & Justification:	A resolution authorizing Change Order no. 2 with Sy-Con Excavation and Utilities, LLC, in an amount not to exceed \$527,409.11, for construction of a hangar access road at the Bentonville Municipal Airport. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Change Order No. 2 authorizes Sy-Con to perform approximately 1,800 square yards of asphalt taxi-lane pavement, grading and drainage improvements, water infrastructure improvements, and associated work for the access road project at the Bentonville Municipal Airport. Garver is the engineer on this project. This project is funded by a state aeronautical grant, ARPA funds, and additional grants.
Amount for Approval:	\$ 527,409.11

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

Construction Contract Change Order									
Project: VBT Hangar Development Bentonville Municipal Airport, Bentonville, AR Garver Job No. 21A13192					Change Order No. 2				
Owner: City of Bentonville 305 SW A Street Bentonville, AR 72712					Date Prepared: July 3, 2024 Prepared by: Chris Maestri, Garver				
Contractor: Sy-Con Excavation and Utilities, LLC 261 Hwy 62 Rogers, AR 72758									
Description of Work Included in Contract Construction of approximately 1,800 SY of asphalt taxilane pavement, grading and drainage improvements, domestic water infrastructure improvements, and associated work.									
Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.) A. Additional asphalt paving and associated garding / restoration associated with the Hangar Access Road project (City of Bentonville PIIP24-0002). This work will be partially funded by an Arkansas Division of Aeronautics grant (ADA Grant #4243-24).									
Attachments:									
Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Current Contract Quantity	Contract Unit Price	Revised Contract Quantity	Revised Unit Price	Original Contract Cost	Revised Contract Cost
A.	SS-111-1.8	6" Sanitary Sewer Service Line	LF	0.00	\$0.00	70.00	\$250.00	\$0.00	\$17,500.00
A.	SS-111-1.9	Water Meter Relocation - Plumber Coordination	LS	0.00	\$0.00	1.00	\$14,911.45	\$0.00	\$14,911.45
A.	SS-111-1.10	6" Sewer Service Sleeve	LF	0.00	\$0.00	200.00	\$250.00	\$0.00	\$50,000.00
A.	SS-120-3.2	Maintenance of Traffic	LS	0.00	\$0.00	1.00	\$15,793.75	\$0.00	\$15,793.75
A.	SS-201-1	Gate Reader Relocation and Concrete Median with Bollards	LS	0.00	\$0.00	1.00	\$25,008.75	\$0.00	\$25,008.75
A.	SS-303-5.2	8" Aggregate Base Course (Class 7)	SY	0.00	\$0.00	1,650.00	\$25.65	\$0.00	\$42,322.50
A.	SS-407-5.1a	ACHM Surface Course (1/2") (PG 70-22) (Access Road)	TN	0.00	\$0.00	280.00	\$284.00	\$0.00	\$79,520.00
A.	SS-620-4.1	Seeding	AC	0.00	\$6.00	0.50	\$4,250.00	\$0.00	\$2,125.00
A.	SS-624-5.1	Sodding	SY	0.00	\$9.00	1,250.00	\$9.00	\$0.00	\$11,250.00
A.	SS-718-5.1a	Roadway Painting (Non-Reflective)	SF	0.00	\$0.00	120.00	\$40.10	\$0.00	\$4,812.00
A.	SS-900-1	Gas Utility Allowance	ALLOW	0.00	\$0.00	1.00	\$15,000.00	\$0.00	\$15,000.00
A.	SS-900-2	Communications Utility Allowance	ALLOW	0.00	\$0.00	1.00	\$10,000.00	\$0.00	\$10,000.00
A.	SS-900-3	Electric Utility Allowance	ALLOW	0.00	\$0.00	1.00	\$10,000.00	\$0.00	\$10,000.00
A.	C-102-5.1a	Temporary Erosion Control (Access Road)	LS	0.00	\$0.00	1.00	\$23,657.40	\$0.00	\$23,657.40
A.	C-105-6.1a	Mobilization (Maximum 5% of Total Bid) (Access Road)	LS	0.00	\$0.00	1.00	\$23,899.51	\$0.00	\$23,899.51
A.	P-152-4.1	Unclassified Excavation	CY	0.00	\$26.00	750.00	\$26.00	\$0.00	\$19,500.00
A.	P-152-4.3	Unsuitable Excavation (Stone Backfill)	CY	0.00	\$60.00	1,000.00	\$60.00	\$0.00	\$60,000.00
A.	D-701-5.3	Outlet Protector	LS	0.00	\$0.00	1.00	\$6,412.50	\$0.00	\$6,412.50
A.	D-701-5.4	PVC Drain Basin	LS	0.00	\$0.00	1.00	\$6,930.00	\$0.00	\$6,930.00
A.	D-701-5.5	4" PVC Pipe	LF	0.00	\$0.00	40.00	\$87.50	\$0.00	\$3,500.00
A.	D-754-5.2	Concrete Curb and Gutter	LF	0.00	\$0.00	120.00	\$56.25	\$0.00	\$6,750.00
A.	D-754-5.3	Concrete Slope Protection	SY	0.00	\$0.00	65.00	\$281.25	\$0.00	\$18,281.25
A.	T-905-5.1	Topsoil (Obtained on Site; 4" Thickness)	SY	0.00	\$3.00	3,300.00	\$5.00	\$0.00	\$16,500.00
A.	F-162-5.1	Fence Relocation	LS	0.00	\$0.00	1.00	\$10,800.00	\$0.00	\$10,800.00
A.	L-110-5.3a	Utility Duct Bank, 2-Way 4"C	LF	0.00	\$0.00	110.00	\$85.00	\$0.00	\$9,350.00
A.	L-110-5.3b	Utility Duct Bank, 4-Way 4"C	LF	0.00	\$0.00	75.00	\$115.00	\$0.00	\$8,625.00
A.	L-110-5.4a	Utility Duct Bank, 1-Way 3"C, 48" Min. Cover	LF	0.00	\$0.00	80.00	\$90.00	\$0.00	\$7,200.00
A.	L-110-5.4b	Utility Duct Bank, 2-Way 3"C, 48" Min. Cover	LF	0.00	\$0.00	80.00	\$97.00	\$0.00	\$7,760.00
Summation of Cost								\$0.00	\$527,409.11
Net Cost for this Change Order									\$527,409.11
Estimated Project Cost					Time Change				
Original Contract Amount \$935,478.00 Previously Approved Changes (\$140,556.50) This Change Order \$527,409.11 New Contract Amount \$1,322,330.61					Contract Start Date September 18, 2023 Original Contract Time (calendar days) 75 Previously Approved Changes (calendar days) 4 Additional Contract Time This Change Order (calendar days) 45 Suspended Time (calendar days) 254 New Construction Completion Date September 30, 2024				
THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS									
ISSUED FOR REASONS INDICATED ABOVE Engineer: Garver Vice President 									
ACCEPTED BY CONTRACTOR Owner 									
APPROVED BY OWNER 									

**CITY OF BENTONVILLE
VBT HANGAR ACCESS ROAD
AS-BID BUDGET (WITH ASPHALT)**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	SS-111-1.8	6" Sanitary Sewer Service Line	LF	70	\$250.00	\$17,500.00
2	SS-111-1.9	Water Meter Relocation - Plumber Coordination	LS	1	\$14,911.45	\$14,911.45
3	SS-111-1.10	6" Sewer Service Sleeve	LF	200	\$250.00	\$50,000.00
4	SS-120-1	Maintenance of Traffic	LS	1	\$15,793.75	\$15,793.75
5	SS-201-1	Gate Reader Relocation and Concrete Median with Bollards	LS	1	\$25,008.75	\$25,008.75
6	SS-303-5.2	8" Aggregate Base Course	SY	1,650	\$25.65	\$42,322.50
7	SS-407-5.2	3" ACHM Surface Course	TN	280	\$284.00	\$79,520.00
8	SS-620-4.1a	Seeding	AC	0.5	\$4,250.00	\$2,125.00
9	SS-624-5.1a	Sodding	SY	1,250	\$9.00	\$11,250.00
10	SS-718-5.1a	Roadway Painting (Non-Reflective)	SF	120	\$40.10	\$4,812.00
11	SS-900-1	Gas Utility Allowance	ALLOW	1	\$15,000.00	\$15,000.00
12	SS-900-2	Communications Utility Allowance	ALLOW	1	\$10,000.00	\$10,000.00
13	SS-900-3	Electric Utility Allowance	ALLOW	1	\$10,000.00	\$10,000.00
14	C-102-5.1a	Temporary Erosion Control	LS	1	\$23,657.40	\$23,657.40
15	C-105-6.1a	Mobilization	LS	1	\$23,899.51	\$23,899.51
16	P-152-4.1a	Unclassified Excavation	CY	750	\$26.00	\$19,500.00
17	P-152-4.3a	Unsuitable Excavation (Stone Backfill)	CY	1,000	\$60.00	\$60,000.00
18	D-701-5.3	Outlet Protector	LS	1	\$6,412.50	\$6,412.50
19	D-701-5.4	PVC Drain Basin	LS	1	\$6,930.00	\$6,930.00
20	D-701-5.5	4" PVC Pipe	LF	40	\$87.50	\$3,500.00
21	D-754-5.2	Concrete Curb and Gutter	LF	120	\$56.25	\$6,750.00
22	D-754-5.4	Concrete Slope Protection	SY	65	\$281.25	\$18,281.25
23	T-905-5.1a	Topsoil (Obtained on Site; 4" Thickness)	SY	3,300	\$5.00	\$16,500.00
24	F-162-5.1	Fence Relocation	LS	1	\$10,800.00	\$10,800.00
25	L-110-5.1a	Utility Duct Bank, 2-Way 4"C	LF	110	\$85.00	\$9,350.00
26	L-110-5.1b	Utility Duct Bank, 4-Way 4"C	LF	75	\$115.00	\$8,625.00
27	L-110-5.1b	Utility Duct Bank, 1-Way 3"C, 48" Min. Cover	LF	80	\$90.00	\$7,200.00
28	L-110-5.1c	Utility Duct Bank, 2-Way 3"C, 48" Min. Cover	LF	80	\$97.00	\$7,760.00

TOTAL AS-BID CONSTRUCTION COST - CONTRACTED WORK \$527,409.11



IN-KIND MATERIALS:

1	SS-120	Maintenance of Traffic	LS	1		
5	SS-210-a	Unclassified Excavation	CY	500		
7	SS-210-a	Stone Backfill (Material Only)	CY	1,300	\$14.00	\$18,200.00
9	SS-303-a	8" Aggregate Base Course (Material Only)	CY	450	\$16.00	\$7,200.00
11	SS-407-a	3" ACHM Surface Course (Material Only)	TN	350	\$80.00	\$28,000.00
	SS-620	Seeding	AC	0.5	\$3,000.00	\$1,500.00
	T-905-5.1	Topsoil	SY	1,800		
	N/A	Water Meter Relocation	EA	1		
	N/A	Water Valve Adjustment to Grade	LS	1		
	N/A	Sewer Manhole Adjustment to Grade	EA	3		
	N/A	Water Hydrant and Valve Adjustment to Grade	EA	2		

TOTAL CONSTRUCTION COST - IN-KIND MATERIALS \$54,900.00

IN-KIND LABOR:

1	N/A	City Supervisor	HR	150	\$35.00	\$5,250.00
2	N/A	City Foreman	HR	150	\$30.00	\$4,500.00
3	N/A	City Labor	HR	600	\$20.00	\$12,000.00
4	N/A	City Equipment (Excavator)	HR	60	\$135.00	\$8,100.00
5	N/A	City Equipment (Dump Truck)	HR	300	\$75.00	\$22,500.00
6	N/A	City Equipment (Grader)	HR	30	\$65.00	\$1,950.00
7	N/A	City Equipment (Roller)	HR	30	\$35.00	\$1,050.00
8	N/A	City Equipment (Skid Steer)	HR	120	\$32.00	\$3,840.00
9	N/A	City Equipment (Asphalt Paver)	HR	30	\$95.00	\$2,850.00
10	N/A	City Equipment (Pickup Truck)	HR	120	\$20.00	\$2,400.00

TOTAL CONSTRUCTION COST - IN-KIND LABOR \$64,440.00

ENGINEERING SERVICES

SURVEYING SERVICES	\$4,700.00
GEOTECHNICAL SERVICES	\$4,300.00
DESIGN SERVICES	\$36,600.00
CONSTRUCTION PHASE SERVICES	\$25,500.00
MATERIALS TESTING SERVICES	\$8,550.00

TOTAL ENGINEERING SERVICES \$79,650.00

TOTAL PROJECT COST \$726,399.11

TOTAL CONTRACTED WORK + IN-KIND MATERIALS + ENGINEERING SERVICES \$661,959.11

TOTAL PROJECT FUNDING (ADA 80/20 GRANT)	TOTAL
ARKANSAS DEPARTMENT OF AERONAUTICS (80% MAXIMUM; \$300,000 CAP)	\$300,000.00
SPONSOR IN-KIND SERVICES	\$64,440.00
SPONSOR CASH (REMAINDER)	\$361,959.11
TOTAL PROJECT FUNDING	\$726,399.11



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO CHANGE ORDER NO. 2 WITH SY-CON EXCAVATION AND UTILITIES, LLC, FOR CONSTRUCTION OF THE VBT HANGAR ACCESS ROAD, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED NINE DOLLARS AND ELEVEN CENTS (\$527,409.11); AND FOR OTHER PURPOSES.

WHEREAS, this change order authorizes construction of the hangar public access road at the Bentonville Municipal Airport; and

WHEREAS, this project is funded with ARPA monies already allocated to the airport, State grant funds, and other budgeted airport funds; therefore, no budget adjustment is needed.

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 Change Order No. 2 with Sy-Con Excavation and Utilities, LLC, for construction of the VBT Hangar Access Road, in an amount not to exceed five hundred twenty-seven thousand four hundred nine dollars and eleven cents (\$527,409.11);

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 and APPROVED this ____ day of _____, 2024.

APPROVED:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Jeremy Metcalf
Phone:	(479) 271-3151	For Department(s):	Fire
Email:	jmetcalf@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:	Ordinance to Waive Competitive Bidding - Ka-Comm for Tornado Siren Repairs and Upgrades
Action Recommendation & Justification:	Ordinance with an emergency clause to waive bids to upgrade and repair 16 tornado siren locations. Our tornado siren network is tied to the old radio system. After the storm on May 26th the repeater for the system was damaged significantly. The upgrades and repairs will migrate our tornado siren network over to the new public safety radio system. The work and maintenance would be performed by Ka-Comm our current radio system maintenance provider. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The total amount of the repair and upgrades to the storm siren network is \$130,000.00. The fire department currently has \$40,000.00 budgeted (account 44440 machine/equipment maintenance). We are asking for a budget adjustment in the amount of \$90,000.00 to complete the repair and upgrade to the storm siren network in the 2024 budget period.
Amount for Approval:	\$ 90,000.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

102020-44440	Machine/Equipment Maint	\$ 90,000.00	\$
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):

Funds are needed in Fire account 44440.

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712



Inter-office Memorandum

To: Mayor Orman and City Council
From: Justin Scantlin, Fire Chief
CC: Camille Thompson, Staff Attorney; Kelsi Frederick, Purchasing Manager;
Patrick Johndrow, Finance Director
Date: 7/23/2024
Re: Tornado siren repairs and upgrade

The Fire Department is requesting a budget adjustment in the amount of \$90,000.00. Total cost is \$130,000.00 for the repairs and upgrades. The fire department currently has \$40,000.00 budgeted for 2024 for tornado siren maintenance and repairs.

The City of Bentonville's tornado siren network is in need of repairs and upgrades due to the age of the system and damage that was incurred on the morning of May 26th. The storm made our current (Motorola) radio system inoperable which pushes us to transition to the new radio system quicker than anticipated. The repairs and upgrades to all 16 storm siren sites will allow the sirens to be switched over to the new public safety radio system. Ka-Comm which has the service contract for our new radio system will be the vendor providing the work and maintenance on the sites. The needed upgrade to our current tornado siren network will provide the City of Bentonville and its residents with a much more dependable notification system.



MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: July 23, 2024

SUBJECT: Tornado Siren Repairs and Upgrade

The Purchasing Department has reviewed the quote provided by Ka-Comm and finds it to be fair and reasonable for the scope of work required. Ka-Comm's existing contract and familiarity with the City systems position them as the most suitable vendor for this urgent project. Due to the age of the system and damage incurred on the morning of May 26th, the tornado siren network requires immediate attention. The recent storm rendered the Fire Departments current Motorola radio system inoperable, necessitating a faster transition to the new radio system than previously planned.

The Purchasing Department proposes repairing and upgrading all 16 storm siren sites to facilitate their integration with the new public safety radio system. Ka-Comm, the vendor with the service contract for the City's new radio system, will provide the work and maintenance required for these upgrades.

The Purchasing Department recommends the City Council approve the waiver of the bidding process and proceed with Ka-Comm for the repairs and upgrades to the tornado siren network.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com



KA-COMM, INC

326 S. Clark Street
Salina, KS 67401
(785) 827-8555
(785) 827-1921 Fax
www.ka-comminc.com
cfischer@ka-comminc.com

Quote

Date	Quote #
7/10/2024	29387

Customer:					
BENTONVILLE FIRE DEPT. 800 SW A STREET BENTONVILLE, AR 72712					
		P.O. No.	Terms	Rep	Freight Charges
			Due on receipt	RJM	FOB
Item	Description	Qty	Cost	Total	
COMMANDER1-...	COMMANDER1-S25, COMMANDERONE STANDARD (25 SITE)	1	4,200.00	4,200.00T	
SS2000+R	SS2000+R, SS2000+ RACK MOUNT ENCODER	1	4,387.00	4,387.00T	
FSMODEM-CEL...	FSMODEM-CELLBASE, FSIOT BASE MODEM	1	1,545.00	1,545.00T	
CELL-ANT1	CELL-ANT1, ANTENNA KIT: CELLULAR CONNECTION	1	457.00	457.00T	
TK-IO-CUSTINS ...	TK-IO-CUSTINS (BSK), BASE STATION KIT	1	3,150.00	3,150.00T	
Q20000200D	Q20000200D, FCX SIREN CONTROLLER	16	1,685.00	26,960.00T	
Q-FSCCELLKIT-F...	Q-FSCCELLKIT-FCT, FSIOT CELL KIT (SIREN)	16	1,751.00	28,016.00T	
Q-DCCHG1	Q-DCCHG1 BATTERY CHARGER RETROFIT KIT FOR DC CABINET	16	849.00	13,584.00T	
TK-IO-CUSTINS ...	TK-IO-CUSTINS (INSTALL CONTROLL, INSTALL SERVICE: SIREN CONTROLLER	16	937.50	15,000.00T	
TK-IO-CUSTINS ...	TK-IO-CUSTINS (CONTROL POINT), INSTALL SERVICE: CONTROL POINT	1	2,812.50	2,812.50T	
TK-IO-CUSTINS	TK-IO-CUSTINS, SYSTEM OPTIMIZATION AND TRAINING	1	2,812.50	2,812.50T	
CP-FS1	CP-FS1, FSIOT CELL PLAN	17	128.75	2,188.75T	
CP-FSSETUP	CP-FSSETUP, FSIOT ACCOUNT SETUP	1	1,287.50	1,287.50T	
MISC EQUIPME...	ROTATOR MOTOR TO REPLACE A COUPLE BAD UNITS	2	762.50	1,525.00T	
			Subtotal		
			Sales Tax (9.5%)		
			Total		

Signature:

Quote is valid for 30 days!

KA-COMM, INC

326 S. Clark Street
Salina, KS 67401
(785) 827-8555
(785) 827-1921 Fax
www.ka-comminc.com
cfischer@ka-comminc.com

Quote

Date	Quote #
7/10/2024	29387

Customer:	
BENTONVILLE FIRE DEPT. 800 SW A STREET BENTONVILLE, AR 72712	

P.O. No.	Terms	Rep	Freight Charges
	Due on receipt	RJM	FOB

Item	Description	Qty	Cost	Total
TK-IO-CUSTINS ...	TK-IO-CUSTINS (INSTALL CONTROLL, INSTALL SERVICE: REPLACEMENT OF COPPER AND A COUPLE OF ROTATOR MOTORS	1	3,125.00	3,125.00T
FREIGHT IN	FREIGHT IN - SHIPPING & HANDLING CHARGES FROM VENDOR	1	3,840.00	3,840.00T
SYSTEM LABOR	PROJECT MANAGEMENT / ADDITIONAL SUPPORT	1	2,880.00	2,880.00T

	Subtotal	\$117,770.25
	Sales Tax (9.5%)	\$11,188.17
	Total	\$128,958.42

Signature: _____

Quote is valid for 30 days!

ORDINANCE NO. _____

AN ORDINANCE WAIVING COMPETITIVE BIDDING FOR THE TORNADO SIREN REPAIRS AND UPGRADES; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH KA-COMM INC.; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF NINETY THOUSAND DOLLARS (\$90,000.00) FROM GENERAL FUNDS INTO ACCOUNT #102020-44440 – MACHINE/EQUIPMENT MAINTENANCE; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, after the storm on May 26th, 2024, the repeater for the system was damaged significantly, needed repairs and upgrades will assist migrate the tornado siren network to the new public safety radio system;

WHEREAS, Ka-Comm was previously selected as the radio service provider for the new radio system therefore it is neither practical or feasible to solicit competitive bids;

WHEREAS, the need for these repairs and upgrades is immediate due to storm related damage; and

WHEREAS, a budget adjustment in the amount of ninety thousand dollars (\$90,000.00) is needed to cover this expense.

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 an agreement with Ka-Comm Inc., for the Tornado Siren repairs and upgrades, in a total amount not to exceed one hundred thirty thousand dollars (\$130,000.00);

Section 2: 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 storm siren radios;

Section 3: The 2024 Budget is amended to appropriate ninety thousand dollars (\$90,000.00) from General Fund Balance to Account #102020-44440 – Machine/Equipment Maintenance;

Section 4 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from 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

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@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 Accept a Grant from the Walton Family Foundation for the Arkansas/Missouri Trail
Action Recommendation & Justification:	Resolution to accept a grant from the Walton Family Foundation in the amount of \$175,875.00. A budget adjustment is needed to recognize said funds.
Additional Comments for Consideration (Optional):	The grant funds will be used to hire a consultant that will provide design and engineering services for the Arkansas/Missouri Trail.
Amount for Approval:	\$ 175,875.00

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

105030-33810	Local Grants	\$	\$ 175,875.00
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg/Other	\$ 175,875.00	\$
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

www.bentonvillear.com

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Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: July 10th, 2024
Re: City Council Acceptance of a Walmart Family Foundation Grant for design services for the proposed Arkansas/Missouri Trail improvements.

Parks and Recreation Staff is requesting Council's acceptance of a Walton Family Foundation grant in the amount of \$175,875, and approval of a budget adjustment in the same amount for the expansion of the Arkansas Missouri Trail. This trail current runs from Moberly, under the interstate and connecting to NWACC.

This proposed project includes the design of a 10' wide concrete trail with strategic crossings and connections. The trail will span approximately 1,500 linear feet, beginning with a tunnel or at grade crossing at Moberly Rd. From Moberly, the trail will head west along the existing railroad bed, leading to Martin Luther King, Jr. Blvd.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
Grant Award Letter
Request Form
Location Map

WALTON FAMILY
FOUNDATION



June 06, 2024

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

RE: Grant 00110780

Dear Stephanie,

At the Walton Family Foundation, we work to tackle tough social and environmental problems with urgency and a long-term approach to create access to opportunity for people and communities. To do this, we know we must work with individuals and groups closest to these challenges because they often have the most thoughtful, insightful solutions.

As we support efforts to improve education, protect our rivers and oceans and the livelihoods they support, and promote quality of life in our Home Region, we look to groups like yours. I am pleased to inform you that your grant request has been approved in the amount of \$175,875.00 to complete the design of a new ~quarter-mile, 10-foot wide concrete bicycle and pedestrian trail and tunnel connecting Moberly to Martin Luther King, Jr Parkway. The attached grant agreement outlines the details.

On behalf of the Walton Family Foundation, I express my appreciation for what your organization has accomplished so far and my optimism for your future success. Together, we can have an impact that improves lives today and that will last to benefit future generations.

Sincerely,

Stephanie Cornell
Executive Director

Grant Agreement

June 06, 2024

Grant 00110780

The Walton Family Foundation, Inc. ("Foundation" or "WFF") has approved a grant in the amount of \$175,875.00 to City of Bentonville ("Grantee"). The project term will be June 28, 2024 to April 01, 2025. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to complete the design of a new ~quarter-mile, 10-foot wide concrete bicycle and pedestrian trail and tunnel connecting Moberly to Martin Luther King, Jr Parkway as more fully described in Appendix A. 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: \$175,875.00 USD**

Grant payment will be made as follows:

Installment	Amount	Requirement	Date
1	\$175,875.00	Signed Grant Agreement	July 2024

3. **Payable:** This grant payment shall be initiated upon receipt of this completed agreement from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 business days of completion.

4. **Accounting:**

- a. The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this agreement, the term "grant funds" includes the grant and any income earned thereon.
 - b. Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in the Reporting and Evaluation paragraph and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.
5. **Reporting and Evaluation:** Grantee will provide the Foundation with 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 Date
Final Report	April 01, 2025

Success will be measured against the outputs and outcomes described in Appendix A.

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 00110780 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 "IRC") 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 determines that Grantee will be unable to achieve the purposes for which the grant was made;
- f. 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;
- g. 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
- h. 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. **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.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type

of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, please contact the Foundation by email at HomeRegion@wffmail.com. Please reference Grant 00110780 in your communication.

By electronically signing this 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 is not completed by June 20, 2024 the Foundation will consider the Grantee to have declined the grant.

Walton Family Foundation, Inc.

By:

Stephanie Cornell
Executive Director

City of Bentonville

By:

Stephanie Orman
Mayor

Appendix A: City of Bentonville

Description of Grant Project: The purpose of this grant is to complete the design of a new ~quarter-mile, 10-foot wide concrete bicycle and pedestrian trail and tunnel connecting Moberly to Martin Luther King, Jr Parkway. Design completion will enable the project to be “shovel-ready” for future construction funding through public and private partnerships.

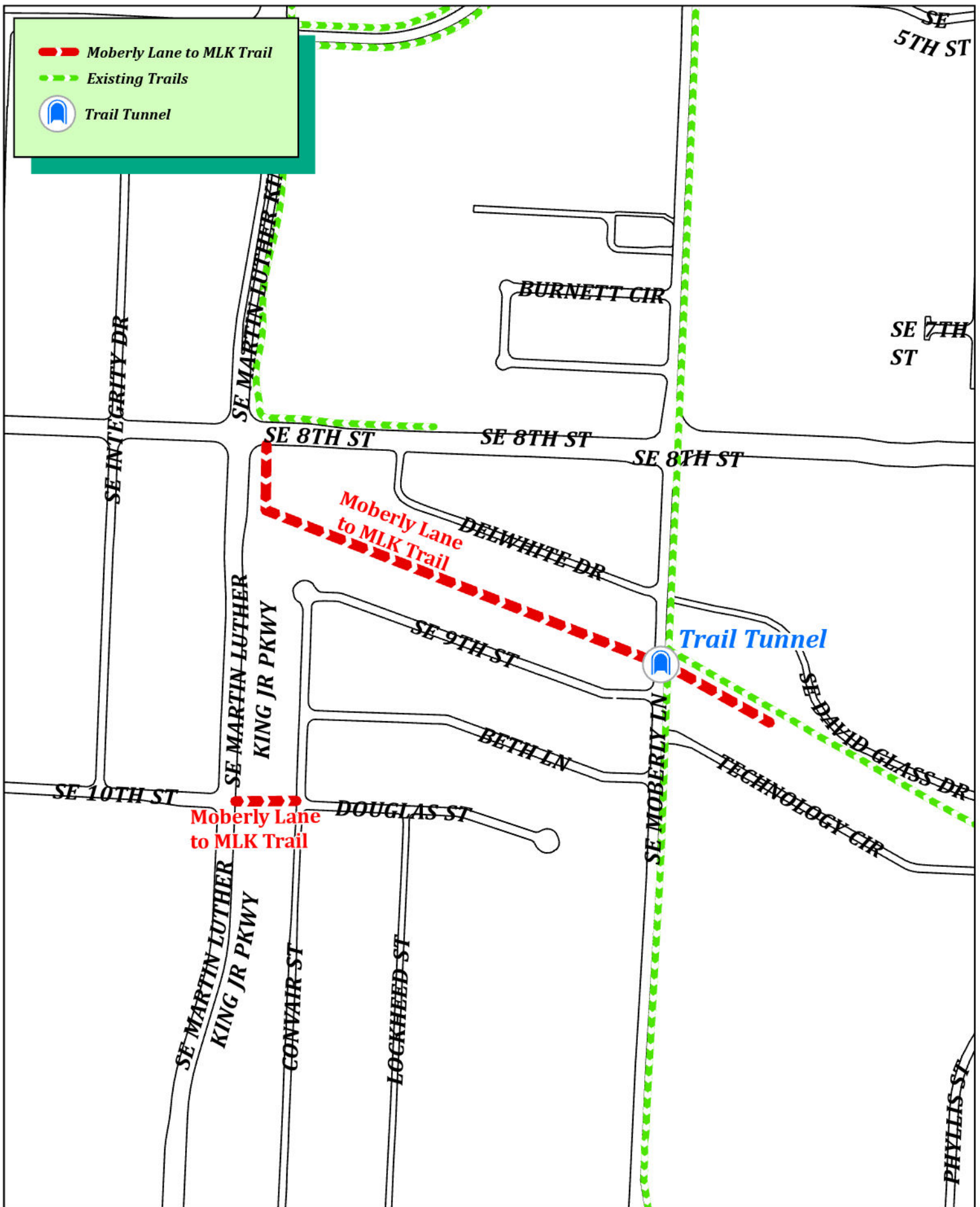
The project involves the design of a 10' wide concrete trail with strategic crossings and connections. The trail will span approximately 1,500 linear feet, beginning with two options for crossing Moberly Lane: a tunnel or an at-grade crossing. It will then follow the existing railroad bed to the west, leading to Martin Luther King Jr. Parkway. From there, the trail will turn northward, linking with the intersection of 8th St. and Martin Luther King Jr. Parkway.

Performance Measures

Goal: Design a trail that connects Moberly Lane to Martin Luther King, Jr. Parkway in the City of Bentonville.

Outputs And Outcomes

Category	Who will do what and how much?	By when?	Measured or evaluated by?
Output	The City of Bentonville will select a qualified and experienced engineering/design firm to develop construction and bid-ready design and engineering documents consisting of at least 1,500 linear feet of 10-foot concrete path including designs for both a tunnel under Moberly connecting to MLK Pkwy and an at-grade crossing option that adhere to uniform design and construction standards, as well as design guidelines outlined in the "trail design resource notebook" developed by Alta Planning + Design and utilized for the Razorback Regional Greenway.	01/13/2025	Submission of plan documents at 50% and 100% completion for review by WFF and consultants.



Moberly Lane to MLK Trail



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A GRANT AGREEMENT, WITH THE WALTON FAMILY FOUNDATION, IN THE AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$175,875.00); AMENDING THE 2024 BUDGET TO RECOGNIZE AND APPROPRIATE SAID GRANT FUNDS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests approval to accept a grant in the amount of one hundred seventy-five thousand eight hundred seventy-five dollars (\$175,875.00), from the Walton Family Foundation to contract for design and engineering services for the Arkansas/Missouri Trail;

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

WHEREAS, a budget adjustment is needed to recognize and appropriate grant 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 hereby authorized to enter into a grant agreement with the Walton Family Foundation, in which the City will receive one hundred seventy-five thousand eight hundred seventy-five dollars (\$175,875.00) for the Arkansas/Missouri Trail Project;

Section 2: The 2024 Budget is hereby adjusted to recognize said grant funds into Account #105030-33810 Local Grants;

Section 3: The 2024 Budget is further adjusted to appropriate the same into Account #105030-47390 Improvements Other than Buildings/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:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Jackie Bubenik
Phone:	479.271.5974	For Department(s):	Parks and Recreation
Email:	jbubenik@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 for Agreement with CEI - Design & Engineering Services for the Arkansas/Missouri Trail
Action Recommendation & Justification:	Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI for design and engineering services in the amount of \$175,875.00 for the Arkansas/Missouri Trail project. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This firm was selected following the City's Purchasing Policy for professional services. This agreement is funded with grant monies previously approved by Council and adjusted into the 2024 budget.
Amount for Approval:	\$ 175,875.00

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
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

www.bentonvillear.com

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Page 98 of 150

Memo



To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Jackie Bubenik II, Parks and Recreation
Date: July 10th, 2024
Re: City Council Resolution authorizing the Mayor and City Clerk to enter into an agreement with CEI for design and engineering services in the amount of \$175,875.00 for the Arkansas/Missouri trail improvements.

Parks and Recreation Staff is requesting Council's approval of a resolution authorizing the Mayor and Clerk enter into an agreement with CEI for the design engineering services for the Arkansas/Missouri Trail Project. The project involves the design of a 10' wide concrete trail with strategic crossings and connections. Running approximately 1,500 linear feet, beginning with a tunnel or at grade crossing at Moberly Rd, the trail will follow an existing railroad bed to the west, to Martin Luther King Jr. Blvd. CEI will design both a tunnel and at-grade crossing to 60% complete, then a decision will be made based on construction costs, on whether to complete the design for the tunnel or an at-grade crossing option.

This trail expansion is an important connection linking our residents to the Walmart Campus and onto NWACC. Additionally, the project works in conjunction with other projects to improve this trail as it links to the Rogers Trail System.

If you have questions concerning this item, please email me at jbubenik@bentonvillear.com or call 479.271.5974

Attachments:
CEI Proposal
Request Form

I. PROJECT DESCRIPTION

We appreciate the opportunity to present this proposal for engineering and design services for the Moberly Trail Project.

It is our understanding, at this time, this proposal is to include two separate designs in one proposal. The first design shall incorporate a tunnel under Moberly Rd. for pedestrian access to the trail and the second design shall incorporate a HAWK signalized pedestrian crossing at Moberly Rd. These two designs shall be under one title block and shall be under one submittal to Authorities Having Jurisdiction. CEI will incorporate the tunnel design as an “add alternate” in the design plans as well as the bidding specifications.

This project involves the design of a 10' wide concrete trail with strategic crossings and connections. The trail will span approximately 1,500 linear feet, beginning with a tunnel or HAWK signalized pedestrian crossing at Moberly Rd. It will then follow the existing railroad bed to the west, leading to Martin Luther King Jr. Blvd. From there, the trail will turn northward, linking with the intersection of 8th St. and Martin Luther King Jr. Blvd.

This project does incorporate the design of both options, however CEI recommends the City incorporate a tunnel beneath Moberly instead of opting for a street crossing with a HAWK signal. This offers a more comprehensive and efficient solution for pedestrian crossings, enhancing safety and convenience for trail users. This option gains added value considering:

Anticipated Increase in Traffic: With the ongoing construction of the Walmart campus to the west, there is a projected surge in pedestrian activity in the area. A tunnel will provide a safe and more efficient means of accommodating this additional foot traffic. This pedestrian route will be commonly used for commuting and a HAWK signal would add an impediment to the flow of traffic. Concerns for traffic flow should be considered due to the proximity of the proposed crossing to the regular traffic signal on 8th Street, 550 ft to the north. While HAWK signals are effective, placement too close to a regular traffic signal can confuse drivers and pedestrians; drivers might mistake the HAWK signal for a regular traffic light, leading to unexpected stops or confusion.

Key Pedestrian Connector: Moberly serves as a crucial east-west link between the City of Bentonville and Rogers. As the demand for pedestrian movement continues to rise, a tunnel will serve as a vital connector for pedestrians, offering enhanced convenience and safety.

Thoroughfare Status: Given its strategic location, the Moberly route will evolve into a significant thoroughfare for both pedestrians and vehicles. A tunnel will future-proof this corridor, ensuring its effectiveness as a major route.

It's advisable to evaluate the feasibility and cost-effectiveness of implementing a tunnel in this context. This approach presents a comprehensive perspective on why a tunnel is a better choice for the project, considering the projected developments and urban movement patterns.

It is our understanding that the property this project is to reside on has been acquired by the City of Bentonville and no longer belongs to the Department of Transportation. However, the City anticipates TAP funding to be allocated to this project, so ARDOT reviews and coordination are included in this proposal. Through on-site research, it has come to our attention that this corridor has gone through

the deconstruction of the rails and railroad ties, however, the full extent of the depth of demolition is currently unknown.

The Walmart campus is currently under construction to the west, as is Martin Luther King Jr. Blvd. CEI does have copies of those plans and will coordinate to connect this new portion of the proposed trail. It is also our understanding, through coordination with the Client, that there is a desire to include the demolition of the current railroad crossing at Moberly and replace it with a matching street section for smooth transitions. Therefore, CEI will include the railroad crossing removal in the project plans.

Also included in this proposal is the design of a pedestrian connection, width and materials to be determined, from the East side of MLK to Convair Street through the existing SE 10th/Douglas St right-of-way. This proposal does not include traffic crossing studies associated with MLK Blvd or Convair Street.

CEI has reviewed this site and does not currently see the need for an environmental assessment based on the lack of trees and lack of wetlands indicators. This site has also previously undergone construction activities which did not appear to require an environmental assessment. Through the course of this project, should an environmental assessment become required from any Authority Having Jurisdiction, CEI shall submit a change in contract scope for the assessment.

As per recent contracts with the City of Bentonville, this proposal does not include Construction Observation and/or Administration. It is our understanding that that portion of the project will be per a separate agreement.

II. SCOPE OF BASIC SERVICES

A. Topographic Survey

CEI shall perform a Topographical Survey of said area, consisting of 1' contours derived from a digital terrain model and shown per the National Mapping Standards. The topographic survey will include all above-ground physicals, tree lines along the railroad Right-of-Way, individual trees near the intersection of J Street, and underground utilities. The location of underground utilities will be based on evidence found during the survey, markings by One Call service, and utility plans provided by the Client.

Limited Boundary

CEI field crews will locate pertinent monuments to determine the railroad and street Right-of-Way according to available deeds and surveys. If easements are needed to be shown, a 50-year easement search will be ordered as a reimbursable. No missing monuments will be set, and the survey will not meet "Arkansas Minimum Standards for Property Surveys and Plats".

Fees..... \$6,600.00 including reimbursables (excluding 50-year Easement Search)
50-year Easement Search expense estimated at \$400 for Parcel # 01-02063-000.

B. Hydrovac Location of Utilities

CEI shall contract with a company to provide hydrovac services to uncover the physical location and depth of utilities adjacent to the proposed tunnel location at Moberly Lane. Once uncovered, CEI will secure vertical and horizontal locations as well as sizing verification and reflect them in the provided topographic survey. Hydrovac fees are estimated at \$6,150. This is typically billed hours by the subconsultant. Should anticipated fees exceed agreed upon amount, CEI shall notify the City of Bentonville and negotiate additional fees prior to the commencement of additional work.

Fees..... \$ 6,150.00, estimated.

C. Conceptual Design Services

CEI shall provide two conceptual design routes based on the alignment provided by the Client. CEI and the Client can utilize these conceptual design routes to present alternatives and identify potential challenges that may come up during design.

Fees..... \$ 4,000.00

D. Construction Documents (30-60-90% Submittals):

CEI shall provide design documentation based on the conceptual design route provided by the Client. This will encompass construction and design details for the pedestrian multi-use trail, grading, drainage, paving, accessible ramps, and site stabilization. Preliminary site and grading plans will be prepared and submitted to the Client for approval at the 30% milestone. If an alternate path location becomes necessary or is requested, any subsequent revisions after the 30% approval will incur additional fees, subject to negotiation with the Client. Design plans will be submitted to the Client at 30/60/90% completion stages to facilitate coordination and revision. Upon obtaining Client approval of the final civil documents, CEI will proceed to furnish final design documents and details and initiate the requisite permit processing with the City of Bentonville, as mandated for the project.

Fees..... \$ 60,500.00

E. Opinion of Probable Cost Estimates:

As part of our commitment to transparent project planning, we will provide an Opinion of Probable Cost at each 30/60/90% completion stage. This cost estimate will serve as a valuable tool for project budgeting and planning, offering insights into the financial aspects of the project's different phases. Our estimates will be based on meticulous analysis and consideration of all relevant factors, contributing to informed decision-making and effective resource allocation.

Fees..... \$ 10,000.00

F. SWPPP/Erosion Control:

To adhere to environmental regulations and ensure responsible construction practices, we will develop a comprehensive Storm Water Pollution Prevention Plan (SWPPP). This plan will outline strategies for managing stormwater runoff and preventing pollution during the construction process. Our experienced team will create a customized SWPPP that aligns with local regulations and guidelines. Given the anticipated classification of the project as a Small Site (<5 acres disturbed), we will accurately account for all aspects of erosion control and stormwater management, and any application fees will be covered as a reimbursable expense.

Fees..... \$ 11,000.00

G. Stormwater / Drainage Design

CEI shall perform a limited drainage study to analyze stormwater discharges and to determine the size and type of structures as may be required. Drainage improvements as required, shall be designed, and detailed on the Grading and Drainage Plans and submitted, as required, for regulatory approval.

Fees..... \$ 10,700.00

H. Geotechnical Investigation and Testing:

Partnering with a reputable Geotechnical Engineering subconsultant, we will conduct subsurface investigations to assess soil conditions and provide crucial recommendations. While hand auger borings will not be included, our geotechnical analysis will involve a range of other methodologies to offer insights into the composition and behavior of the soil. This will include laboratory testing and analysis to provide recommendations for structural backfill and pavement, contributing to the project's overall stability and durability. Additional Geotechnical

Borings and Recommendations. The Geotechnical Engineer has recommended additional borings at either side of the tunnel to direct the design of the tunnel and walls. The Geotechnical Engineer recommends 2 additional bores that are approximately 30 feet in depth. The fee includes additional exploration, testing, and analysis.

Fees..... \$ 5,825.00

I. Structural Engineering

Implementing a tunnel at Moberly will require a structural subconsultant. CEI shall coordinate with a structural engineering subconsultant for structural services to include retaining wall and footing design associated with the tunnel. Structural design final configuration shall meet site parameters and AHJ considerations.

Fees..... \$ 15,500.00

J. Electrical Engineering

CEI will use the electrical engineering services of a subconsultant which consists of design coordination and related construction plans. The subconsultant will provide CEI with design for lighting, layout and tunnel electrical lighting system and a lighting fixture schedule as required by the Arkansas Department of Transportation. The subconsultant will also provide CEI with a power design, layout and tunnel electrical power distribution system to include coordination of new power fees with local electrical utility company.

Fees..... \$ 18,400.00

K. Permitting and Coordination with City and ARDOT:

Large Scale Development plans shall be submitted to the City and ARDOT for review. Adjacent utilities shall be coordinated with the service providers for any relocations necessary. Comments received from the City and ARDOT shall be addressed. CEI shall represent the project at pre-application and AHJ meetings as required.

Permitting services do not include environmental permitting such as endangered species mitigation, or wetland mitigation.

Fees..... \$ 10,000.00

L. Specifications, Bidding, and Contract Negotiations

CEI shall provide the required bidding support as requested by Client. Services to include construction specifications, bidding coordination and administration, contractor qualifications, and recommendation of award. We assume bidding will be done directly for Client. If bidding is to be done through an outside entity, additional cost will be required.

Fees..... \$ 10,000.00

M. Traffic Study and Report

CEI shall coordinate with a traffic engineering subconsultant for design services to include the following if required:

- Traffic study and report to accompany plan submittals
- HAWK signal design or RRFB, as required

Fees..... \$ 10,500.00

N. Maintenance of Traffic Plan

Maintenance of Traffic (MOT) plan will need to be prepared in order to open cut Moberly for installation of the proposed pedestrian tunnel. This MOT plan will allow traffic to continue throughout the demolition and construction process. This will also need to be submitted and approved through the city.

Fees..... \$ 2,500.00

O. Reimbursable Expenses

The scope of services listed above is intended as fee only and does not include reimbursable expenses such as application fees, reprographics, etc. See Section V of this agreement for an explanation of reimbursable expenses that may be incurred during the production of project documents and permitting approval.

Estimated Fees \$ 800.00

Total Fees \$ 175,875.00

III. RESPONSIBILITY OF CLIENT

Client shall provide to CEI, the following items:

A. Retainer

No retainer is required for this project. A credit limit has been established for Client on this specific project and timely payments are required in order to avoid a cessation of work. Payment for services shall not be dependent on receipt of reimbursement from other parties.

B. Project Documents

Client shall provide the following:

1. Access to the Site
2. ALTA

C. Lien Releases

If the Client requests lien releases, the Client shall be responsible for the administrative costs, associated with processing lien releases at a rate of \$100.00 per release.

D. Engineer's Consent to Assign Documents

If the Client or the Client's financial institution requests an Engineer's Consent to Assign Document (or similar), the Client shall be responsible for the administrative costs associated with the processing and the added risk to CEI or the inability to control such risk imposed by non-contractual financial entity's consignment documentation, at a cost of \$1,000.00 per consent document. Execution of this agreement does not limit CEI's right to negotiate an assignment that is fair and reasonable for itself and the Client, nor does it guarantee agreement to all assignment terms.

IV. SERVICES NOT INCLUDED / ADDITIONAL SERVICES

In addition to the services described above, CEI is capable and available to provide the following services on an "as requested" basis. An Extra Work Authorization (EWA) form or contract amendment will be issued for any services outside the scope of this proposal. All EWA's or contract amendments will be approved and signed by the Client identified herein prior to beginning work. All additional services will be performed on an hourly basis per the current Schedule of Charges.

- Feasibility study, including physical, political, and/or financial opportunities or constraints
- Contract management and coordination of subconsultants including, but not limited to, the following services:
 - Environmental studies/report (e.g. Phase I & II ESAs)
 - Water flow test/distribution report
 - Historical and archeological studies
 - Ecological studies (e.g. wetland and threatened & endangered species)
- Preparation of perspectives, renderings, and models

- Preparation/presentation of conditional or special use permit applications
- Obtaining new or updated title policies
- Platting/replatting
- Preparation of easement and right of way documents, including new and vacations/abandonments
- Preparation of covenant and development agreements
- Design and plan preparation for major stormwater drainage improvements or relocations (e.g. box culverts, large ditches, and storm sewers greater than 4-foot in diameter)
- Preparations of flood studies, elevation certificates, FEMA or Corp of Engineer applications or permits
- Design and plan preparation for offsite utility extensions other than those immediately adjacent to the project site
- Design and plan preparation for offsite street improvements, such as road widenings, acceleration/deceleration lanes, and medians (*design/plans for both curb cuts and municipal sidewalks along the site frontage will be included in the basic services for design projects*)
- Construction contract administration, management, and observation services (e.g. reviewing contractor requests for payment, answering RFI's, reviewing shop submittals, etc.)
- Construction staking
- As-built survey/preparation of final record drawings

Boundary Issues

Boundary determinations often disclose unseen or unknown conflicts between record documents and/or the location of physical improvements. Thus, in the process of conducting the research, field work, and/or analysis, if the surveyor identifies a possible boundary or title conflict, a sketch showing the revealed conditions will be prepared and a meeting with the client and affected neighbors (if desired) will be scheduled. Following the meeting, if the client wishes to engage the surveyor to assist in pursuing resolution of the problem as a consultant, expert and/or formal or informal mediator, the contract will be modified accordingly. Otherwise, the client will be invoiced only for the time expended to that point, and work on the survey will be suspended until or unless the client is able to resolve the issue by agreement or litigation, at which time a subsequent contract may be executed to complete the survey pursuant to that agreement or litigation.

V. SCHEDULE OF CHARGES

Charges for our services are divided into three categories: Labor, Consultants, and Reimbursable Expenses.

LABOR: For fees billed on an hourly basis, labor charges are billed by category as follows:

ARKANSAS (02-01-24)

Officer / Branch Manager	\$ 235.00
Department Manager	\$ 215.00
Client Sector Leader	\$ 205.00
Senior Project Manager	\$ 195.00
Program Manager	\$ 190.00
Project Manager	\$ 175.00
Assistant Project Manager	\$ 140.00
Senior Project Engineer	\$ 190.00
Project Engineer	\$ 165.00
Assistant Project Engineer	\$ 135.00
Civil Designer	\$ 125.00
Registered Landscape Architect	\$ 160.00
Lead Landscape Designer	\$ 130.00
Landscape Designer	\$ 125.00
Project Surveyor	\$ 165.00
Assistant Project Surveyor	\$ 130.00
Survey Project Manager	\$ 160.00
Assistant Survey Project Manager	\$ 130.00
Sr. Survey Party Chief	\$ 120.00
Survey Party Chief	\$ 95.00
Survey Technician	\$ 105.00

Field Specialist	\$ 85.00
Senior Project Designer	\$ 150.00
Project Designer	\$ 130.00
CAD Designer	\$ 105.00
CAD Technician	\$ 90.00
Construction Observer	\$ 110.00
Land Acquisition Manager	\$ 150.00
Land Acquisition Agent	\$ 130.00
Project Coordinator	\$ 120.00
Program Assistant	\$ 90.00
Administrative Assistant	\$ 75.00

SUB-CONSULTANT SERVICES: In cases where CEI retains another consultant to provide services outside of our area of practice, cost of such services will be charged at 110% of actual invoice cost.

REIMBURSABLE EXPENSES: Outside services, and related materials, will be charged at the actual invoice cost. In addition, direct out-of-pocket costs such as postage, delivery services, travel (other than vehicle mileage), and subsistence expenses will be charged at actual costs. Vehicle mileage is billed at the applicable I.R.S. rate allowed per mile.

All impact, permitting, expediting, and review fees will be charged at 15% over the cost of the fee unless the client is willing to pay those fees directly to the service provider.

REVENUE RECOGNITION

The intellectual services and resulting instruments of service (Scope of Basic Services and any subsequently agreed amendments or additions) provided by this Agreement whether in various stages of completeness or in whole are considered earned by CEI in its performance obligation to Client as prescribed by said Agreement and deemed usable by Client at the time they are earned, cost incurred, and progressively billed. Further, at time of received payment by Client, Client acknowledges its possession of, acceptance, and confirms its legal right to use said intellectual services and resulting instruments of service, in part or in whole, for the specific intent they were provided.

VI. CREDIT POLICY

Terms will be given only to clients with approved credit. Invoices will be rendered monthly, either as final or progress billing. CEI payment terms are net 30 days. Invoices past 30 days due will be subject to a monthly service charge, which will be assessed in compliance with state usury laws. Should the account

be placed for collection with an outside collector, the cost of such collections will be added to the principal amount owed. CEI may stop work on any account that is 60 days delinquent. In the event that CEI elects to stop work as provided herein, Client will be assessed a resumption of work charge equal to 20% of the total contract amount. Said resumption of work charge and all outstanding invoices must be paid in full by Client prior to the resumption of work on the project. Client agrees that the balance as stated on the invoice from CEI to Client is correct, conclusive, and binding on the Client unless Client within thirty (30) days from the date of the receipt of the invoice notifies CEI in writing of the particular item that is alleged to be incorrect.

VII. STANDARD TERMS AND CONDITIONS

STANDARD OF PRACTICE

Services performed by CEI under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by similar professionals currently practicing in the same locale under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise. All other common law warranties are hereby expressly disclaimed.

Client agrees that payment of all CEI invoices under this Agreement is for services rendered on behalf of Client and payment is not conditioned on (1) the receipt of any municipal or governmental

approvals, authorizations, permits, or licenses or any type; (2) the availability of any Utility services; or (3) payment to Client by any third party.

OWNERSHIP OF DOCUMENTS

All documents including drawings and specifications prepared or furnished by CEI pursuant to this Agreement are instruments of service in respect to the project and CEI shall retain an ownership and property interest therein whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the project by Client or others.

RE-USE OF DOCUMENTS

Copies of all reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents provided to Client as instruments of service are for use on the project specifically described in this Agreement. Any re-use of these by the Client for any other project or extension of this project, without the express, written authorization, verification, or adaptation by CEI, will be at Client's sole risk and without liability or legal exposure to CEI or CEI's independent professional associates or consultants, and Client shall indemnify, hold harmless and defend CEI and CEI's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

INSURANCE

CEI maintains the following insurances:

Worker's compensation of a form and in an amount as required by law and employer's liability insurance of \$1,000,000.

Comprehensive general liability with limits of \$4,000,000 (\$2,000,000 per occurrence), and automotive liability insurance with limits of \$1,000,000 combined single limit.

Excess liability umbrella insurance of \$5,000,000.

Professional liability insurance with a limit of \$2,000,000, per claim/annual aggregate.

Upon written request of Client, CEI will provide additional insurance, if available; including increased coverage and/or limits, and the Client shall pay CEI an agreed amount for the increased coverage.

LIMITATION OF LIABILITY

The Client hereby agrees that, to the fullest extent permitted by law, CEI's total liability to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising including but not limited to CEI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total sum paid on behalf of or to CEI by CEI's insurance policies applicable thereto and CEI's deductible amounts (excluding fees, costs & expenses of investigation, claim adjustment, defense, and appeal).

Any service deleted from this offer by the Client will become the responsibility of the Client. If this proposal was written without the benefit of an on-site investigation, changes in the scope may be necessary. CEI shall be held harmless in the event that any unseen condition adversely affects the design or intended use of the property in any way.

WAIVER OF CONSEQUENTIAL DAMAGES

Client hereby irrevocably and unconditionally waives, to the maximum extent allowed by law, any right to claim or recover any special, exemplary, indirect or consequential damage in any legal action or proceeding in respect of this contract unless otherwise stipulated herein.

DISPUTE RESOLUTION

Client and CEI agree to attempt to settle all claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement by direct discussions; however, absent resolution by direct discussions, they agree to attempt to settle disputes by formal mediation according to the Construction Industry Mediation Rules of the American Arbitration Association.

Client and CEI waive consequential damages for claims, disputes, or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitations, to all consequential damages due to either party's termination of this agreement, except for any licensing or use fees charged to Client by CEI for continued use of CEI's instruments of service upon termination of this agreement.

SEVERABILITY

Any element of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, the Client and CEI will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision.

PROJECT PUBLICITY AND RECOGNITION

During development construction, or upon completion of the project, CEI's name will be included on any public recognition / project identification display indicating design team, owners, and / or financiers. CEI shall be allowed to place or hang a temporary banner on the site during construction of the project.

LIEN RIGHTS

Client agrees that CEI shall have a lien upon real property constituting the project site for all unpaid sums due pursuant to this agreement or any addendum hereto, and that CEI is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under local statutes for the perfection, enforcement and foreclosure of a mechanic and material man's lien upon real property.

AMENDMENTS

The duties, responsibilities, and limitation of authority of the Client or CEI shall not be made or extended without a written, executed agreement between CEI Engineering Associates, Inc and the Client.

PROJECT DELAY

Client acknowledges that in the event this project is delayed or put on hold for more than 60 days, after authorization to proceed, Client acknowledges that a resumption fee may be necessary based on the progress of the project prior to the hold and the timing associated with the hold. Client and CEI agree to negotiate a reasonable resumption fee prior to resumption.

SUCCESSORS AND ASSIGNS

CEI Engineering Associates, Inc and the Client each bind themselves, their associates, directors, partners, successors, executors, administrators and assigns to the other party to this Agreement and to the associates, directors, partners, successors, executors and administrators and assigns to such other party, with the respect to all obligations contained in this Agreement. CEI Engineering Associates, Inc. may assign its rights and obligations under this Agreement at any time without the consent of the Client. However, the Client shall not assign its obligations under this Agreement or sublet as a whole, without the prior written approval by CEI Engineering Associates, Inc.'s of the successor or assignee and its ability to comply with the terms and conditions of this and/or subsequent written Agreement. All assignments made by Client without CEI Engineering Associates, Inc.'s consent shall be considered null and void.

TERMINATION

Either Party may terminate this Agreement in full or in part, in writing, if the other Party fails to fulfill its obligations under the Agreement through no fault of the other Party. In such event, one may declare the other in default by issuing a written Declaration of Default and terminate the Agreement for cause. Prior to, an opportunity to cure any default or breach shall be given by way of a written notice being delivered to the Breaching Party including a description of the conditions constituting default or breach of the Agreement and providing the Breaching Party a period of time of ten (10) days within which to correct such conditions. If defined default or breach is not corrected within allotted number of days, then the written Declaration of Default may be issued. Upon any termination or suspension of an Agreement, CEI Engineering Associates, Inc. shall be paid for all work performed up to the date of termination or suspension.

Termination or suspension of contract shall exist when services conducted and provided by CEI to the date of termination are paid by Client and shall be deemed nonrefundable, at which time, control of said provided services will be transferred to Client with no further obligation of CEI.

PROVIDED DATA

Any information or data provided by Owner or Owner's representatives or by a third party as directed by Owner or Owner's representative to CEI to be used as base or supplemental information or data to the scope shall be considered reliable and CEI shall be held harmless to any errors or omissions due to its use.

SITE SAFETY OR CONTROL

In no form or fashion shall it be implied or assumed, unless expressly written into scope, that CEI has or will be responsible for an Owner's or Contractor's control of the site nor will CEI dictate the means and methods of the Owner, Contractor and Contractor's subcontractors regarding preparation of, conducting, and the completion and closeout of construction, safety, and control of site.

All provisions under the heading "STANDARD TERMS AND CONDITIONS" shall survive termination or completion of this agreement.

VIII. APPROVAL SIGNATURE AND AUTHORIZATION TO PROCEED

Execution of this document in all required locations shall form the entire Professional Services Agreement between the Client and CEI. This Proposal and Agreement shall be executed by both parties, with both parties receiving a fully executed copy thereof. A copy of the executed Agreement shall be equally binding as the original.

In the event that the Client issues a notice to proceed to CEI prior to the execution of this contract, the Client acknowledges that the services rendered by CEI will be in accordance with the terms and conditions contained in this proposal.

In the event that the Client instructs services on the contract/agreement to be on hold for a period greater than forty-five days, Client acknowledges that CEI will not proceed until a new contract between CEI and the client can be executed.

This proposal shall become null and void if signatures have not been obtained within forty-five days of proposal date. If authorization to proceed is not given after the proposal has been executed said agreement will become null and void within forty-five days of the date of the Client's signature.

The following is the complete Contracting Entity (Client) name and address that is responsible for this contract, its terms and conditions, and for payment of CEI invoices:

Contracting Entity Name (Client) include its business structure of INC, LLC, LP, etc.
Responsible for contract terms, conditions, obligations and payment

Complete mailing address for invoicing and/or receiving notification (Street / PO Box/ Suite number, if required)

City / State / Zip

Complete Phone Number

Signature - legally authorized to bind
Contracting Entity

Print Name

Title

Date



Brent L. Massey

VP of Operations

7/9/2024

Signature, CEI Engineering Associates, Inc.

Print Name

Title

Date

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CEI ENGINEERING ASSOCIATES, INC., IN THE AMOUNT OF ONE HUNDRED SEVENTY-FIVE THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$175,875.00), FOR DESIGN AND ENGINEERING SERVICES FOR THE ARKANSAS/MISSOURI TRAIL; AND FOR OTHER PURPOSES.

WHEREAS, CEI Engineering Associates, Inc. was selected by the Bentonville Parks and Recreation Department to provide design and engineering services for the Arkansas/Missouri Trail; and

WHEREAS, this agreement is funded by grant monies.

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 an agreement with CEI Engineering Associates, Inc, in the amount of one hundred seventy-five thousand eight hundred seventy-five dollars (\$175,875.00), for design and engineering services for the Arkansas/Missouri Trail Project;

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:

STEPHANIE ORMAN, Mayor

ATTEST:

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Chris Earl
Phone:	479-696-0273	For Department(s):	Compost Facility
Email:	cearl@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 Approving a Budget Adjustment for the Lease of Equipment for Storm Debris
Action Recommendation & Justification:	Staff is requesting the approval of a budget adjustment in order to fund the Service Contract Lease Agreement with Crossland Heavy Contractors, Inc. for a Caterpillar Frontend Loader 950M for the assistance of removal of grinding and storm debris. Contract included an operator and equipment to help process storm debris material. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Staff required this extra equipment and operator in order to continue moving and loading grinding material, our existing loader was used as well but we required the additional equipment and operator to keep up with the storm debris material.
Amount for Approval:	\$ 34,647.75

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503030-44520	Lease / Equipment & Vehicle	\$ 34,647.75	\$
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



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: City of Bentonville Lease Agreement

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and Crossland Heavy Contractors, Inc., hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Lease Agreement has been made and entered into as a result of Contractor's Quote (attached hereto as **Exhibit B**), for the lease of Caterpillar Loader 950M, for the removal of grinding and storm debris, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all labor, material, equipment, materials, products and all other items necessary to perform the work, as set forth in this Contract and **Exhibit A**.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be _____ . The primary contact for the City shall be the City of Bentonville Water Resource Recovery Facility Manager Chris Earl, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be six (6) months, commencing on the effective date of this Contract.

a. Effective Date: The Effective Date of this Contract shall be defined as the executed date on the Signature Page of this Contract.

b. Lease Agreement Timeline:

1. Lease Term: The term of this lease shall commence on May 29, 2024 and end on November 29, 2024.
2. Use of Loader: The loader shall be used by City for the purpose of helping remove grinding and storm debris to and from grinder.
3. Maintenance and Repairs: The City is responsible for flat tires should that occur and supplying fuel for the equipment, all other maintenance and service to equipment is at the responsibility of the Contractor.



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

4. Regular Inspections: The Contractor shall perform regular inspections of the leased equipment.

c. Any changes to the Term of this Contract or to the Lease Agreement Timeline shall be agreed upon by the Parties in writing and shall be in accordance with this Contract and all applicable procurement laws and the City of Bentonville Purchasing Policy.

4. WORK PROCEDURES. All work procedures shall be in accordance with this Contract and with the Exhibits attached hereto.

a. Specifications. All work shall be performed in accordance with industry standards and best practices, and as specified in this Contract and in the Exhibits attached hereto.

b. Change Orders. Any changes to the Scope of Work shall be handled via Change Order to this Contract. No Change Order shall be approved unless approved in writing by the City. All Change Orders must be pre-approved prior to any work commencing, any materials being purchased, or any other fee being incurred related to the Change Order. The City shall not be responsible for Change Orders unless the Change Order is pre-approved in writing by the City.

1. Owner's (City's) Contingency: Not applicable

c. Unsatisfactory Results. Contractor agrees to remedy any unsatisfactory results, within the terms of this Contract.

d. General. The Contractor shall conduct their operations in such a manner that does not cause damage to property owned by the City or other individual. In the event damage occurs, Contractor shall replace or repair the damaged area(s) or item(s) at no cost to the City and as directed by the City. In the event that Contractor fails to make the necessary repairs, the City may use City staff or outside vendors to repair any damage. Any costs the City incurs for repairing damage or replacing items



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

resulting from Contractor's operations may be deducted from monies due to Contractor.

5. FEES, EXPENSES, AND SCHEDULE. The City agrees to pay Contractor based upon the total quote price including tax, as defined herein, for actual work performed or material stored on-site. Contractor agrees to only perform the type of services outlined in this Contract and the Exhibit attached hereto. Fees and contingencies shall be as follows:

a. Total Fee for Lease: \$117.45/hr (one hundred seventeen dollars and forty-five cents), including all taxes, materials, equipment and other items necessary to perform the work to 100% completion. The total amount of this Contract shall not exceed \$35,000.00 without prior City Council approval.

b. Owner's Contingency: Not applicable

6. ADDITIONAL SERVICES. Any service outside of the services stated herein and in the Exhibit attached hereto, must be pre-approved by the City, in writing, and in accordance with the City of Bentonville Purchasing Policy prior to any additional work proceeding.

7. INVOICING. Contractor shall submit monthly invoices (or Pay Application), for work performed, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

a. The Contractor may choose to submit progress invoices (for actual work performed) or one invoice after 100% completion.

8. PAYMENT.

a. Inaccurate Invoicing. In the event that the City becomes credibly informed that any representations of Contractor provided in its invoicing are wholly or partially inaccurate, the City may withhold payment of sums then, or in the future, otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to the City's



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

reasonable satisfaction.

b. Service Failure. In the event of a service failure, where the service performed is not in accordance with the specifications set forth by the City, or otherwise not in accordance with this Contract, the City may withhold sums otherwise due to Contractor that are specifically for the area in which the service failure occurred, until correction of the service failure is confirmed. In the event that Contractor fails to correct the service failure within forty-eight (48) hours of being notified, or if the Contractor fails to correct the service 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 Contract immediately.

9. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of services to be provided by Contractor under this Contract, City may terminate or reduce the amount of services to be provided by Contractor under this Contract. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract.

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Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

12. INSURANCE. Contractor shall purchase and maintain, at minimum, such insurance as defined herein and furnish Certificates of Insurance to the City naming the City of Bentonville as additionally insured. The insurance shall be appropriate for the performance of the work, as described herein, and shall provide protection from damage occurring to City owned property and from, and any other claims which may arise out of or result from the Contractor's performance of the work; whether it is to be performed by the Contractor, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:

The policies of insurance required are as follows:

- 1) Workers' Compensation:
 - a. State: Statutory
 - b. Applicable Federal: Statutory
- 2) Comprehensive or Commercial General Liability: \$1,000,000.00 – Each Occurrence

In the event that any interruption or change in insurance coverage may occur, the Contractor shall provide the City with thirty (30) days written notice of any such interruptions or changes. Failure to maintain the required insurance will result in the direct breach of this Contract and subsequent termination.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Contract, Contractor agrees to indemnify, defend and hold harmless the City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend the City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on the City's negligence.

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Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

14. SAFETY AND SUPERVISION. The Contractor shall be solely responsible for the safety, supervision and direction of Contractor's employees and personnel while performing the work pertaining to this Contract. The Contractor shall utilize their best skills and general industry best practices to ensure a safe work environment for the Contractor, Contractor's employees and personnel, and the civilians that may be located within work site(s) at the time when work is being performed. The Contractor shall, at all times, enforce strict discipline and good order among his employees and personnel, and shall not employ or contract any person to perform the services to be provided to the City that is not skilled or is unfit for providing such services.

15. TAXES, LICENSES AND PERMITS. The Contractor shall pay all Local, State and Federal taxes required by law and shall secure all permits and licenses necessary for the execution of the services described herein.

16. DAMAGES. All operations pertaining to the services described herein shall be confined to the areas awarded to Contractor as set forth herein and as are described in the Exhibit attached hereto, unless otherwise permitted by written communication from the City. The Contractor shall be solely liable for any damages caused by Contractor, or Contractor's employees or personnel, to such premises or otherwise in performance of this Contract.

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

18. NO THIRD PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and is not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state and local laws, ordinances and regulations applicable at the time the services are rendered.



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Contract and disputes arising out of or related to this Contract will be subject to and governed by the laws of the State of Arkansas. Jurisdiction and venue for any suit arising out of or related to this Contract will be in the District Court of Benton County, Arkansas.

22. SEVERABILITY. If any provision of this Contract is determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Contract will be unaffected and will continue to be valid and enforceable.

23. AMBIGUITY. If any ambiguity, inconsistency or conflict arises in the interpretation of this Contract, the same will be resolved by reference to the terms and conditions of this Contract.

[Signature Page Follows]



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Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this
July 2, 2024 | 2:31 PM CDT _____(effective date).

CITY OF BENTONVILLE, ARKANSAS

By: _____
Stephanie Orman, Mayor

By: _____
(Signature)

**By signing this Contract, Signor attests that they are
authorized to bind this Company to this Contract.*

Name (printed): Ronald Edmond
Title: Division Manager

Crossland Heavy Contractors, Inc.
Address: 1800 S 52nd St. STE 410
Rogers, AR 72758



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CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

EXHIBIT A

SCOPE OF WORK



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Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

SCOPE OF WORK

Contractor will perform the following services for this Lease Agreement:

- One mobilization to Bentonville – Compost Facility; 2000 NW A Street Bentonville, Arkansas 72712.
- Caterpillar Loader 950M is responsible for helping remove grinding and storm debris to and from grinder.
- Caterpillar Loader 950M
 - Serial Number: OEMB03719
 - Unit # 10-0719
 - Starting Hours as of May 29, 2024: 4601 Hours.



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1000 SW 14th Street
Bentonville, AR 72712

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Bentonville, AR 72712

EXHIBIT B

CONTRACTOR'S QUOTE

CROSSLAND
HEAVY CONTRACTORS

501 S East Ave.
Columbus, KS 66725
Phone: 620.429.1410
Fax: 620.429.2977

Date: 5/30/2024
Invoice #: 24A13-A-1
For: Storm Clean Up

Bill To: Chris Earl, Manager
WRRF
City of Bentonville
1901 NE A Street
Bentonville, AR 72712

Billing Period: 5/24/2024 - 5/28/2024

DESCRIPTION	\$/UNIT	UNITS	AMOUNT
CAT 950 Loader w/ Operator	117.45	1.00	\$117.45

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	SUBTOTAL	\$117.45
	TAX RATE	0.00%
	SALES TAX	\$0.00
	OTHER	\$0.00
THANK YOU FOR YOUR BUSINESS!	TOTAL	\$117.45



Administrative Services
Purchasing Department
1000 SW 14th Street
Bentonville, AR 72712

CITY OF BENTONVILLE, ARKANSAS

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Bentonville, AR 72712

EXHIBIT C

FEMA CONTRACT PROVISIONS

APPENDIX C FEMA CONTRACT REQUIREMENTS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Contract Requirements.

This contract may be eligible for FEMA reimbursement. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

1.02 Remedies.

In addition to all other remedies included in this contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this contract. This includes without limitation any costs incurred to remediate defects in Contractor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this contract. All remedies provided for in this contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

1.03 Termination.

- (1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.
- (2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar

days, to provide a written cure plan. The defaulting party will begin implementation of the cure plan immediately after receipt of written notice that the other party approves the plan. If the defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Contract. Upon termination of this Contract, each party shall pay to the other party any funds due under this Contract up to the date of termination. In the event of termination, all finished or unfinished drawings, surveys, and reports prepared by the Contractor shall, at the option of the City, become the City's property, and the Contractor shall be entitled to receive just and equitable compensation for services rendered in accordance with the Contract Documents up to the effective date of termination pursuant to the terms of the Contract Documents, as long as the total payment to the Contractor does not exceed the maximum compensation set forth in the agreement.

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

Pursuant to 41 C.F.R Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally

assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2.02 Compliance with the Contract Work Hours and Safety Standards Act.

- (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of \$27

for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.

- (3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.
- (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

2.03 Clean Air Act and the Federal Water Pollution Control Act.

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each

violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2.04 Suspension and Debarment.

- (1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.05 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

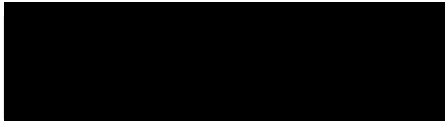
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Crossland Heavy, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Ronald Edmond - Division Manager

Name and Title of Contractor's Authorized Official

6/11/2024

Date

2.06 Procurement of Recovered Materials, 2 C.F.R., Appendix II(J); and 2 C.F.R. §200.322.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

(1) The Contractor agrees to provide the City of Bentonville, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

- (4) In compliance with the Disaster Recovery Act of 2018, the City of Bentonville and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

3.02 Changes/Modifications.

- (1) *Contract*. Any modification to this Contract shall be in writing, signed by all parties to the Contract.
- (2) *Contract Price*. The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.
- (3) *Change Order*. The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.
- (4) *Modification*. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

3.03 Non-Use of DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.04 Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the Contract.

3.06 Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CROSSLAND HEAVY CONTRACTORS, INC., FOR THE LEASE OF A CATERPILLAR FRONTEND LOADER 950M; APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF THIRTY-FOUR THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$34,647.75); FROM UTILITY FUND RESERVES TO ACCOUNT# 503030-44520 – LEASE/EQUIPMENT & VEHICLE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Compost Facility is requesting approval of a Service Contract Lease Agreement to obtain a Caterpillar Frontend Loader 950M with Crossland Heavy Contractors, Inc.;

WHEREAS, this contract includes an operator and equipment to help process the removal and grinding of storm debris; and

WHEREAS, a budget adjustment from the Utility Fund into Account #503030-44520 – Lease/Equipment & Vehicle will be needed to fund this agreement.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Crossland Heavy Contractors, Inc. for the lease of a Caterpillar Frontend Loader 950M for the City of Bentonville Compost Facility in the estimated cost of thirty-four thousand six hundred forty-seven dollars and seventy-five cents (\$34,647.75);

Section 2: The 2024 Budget is hereby amended to transfer of thirty-four thousand six hundred forty-seven dollars and seventy-five cents (\$34,647.75) from the Utility Fund to Account #503030-44520 Lease/Equipment for this agreement;

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

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

PASSED and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	Submitted By:	Gary Wilson
Phone:	479-271-3104	For Department(s):	Utility Billing
Email:	gwilson@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:	Ordinance to Amend Deposits and Fees for Utility Billing
Action Recommendation & Justification:	The Utility Billing Department is requesting approval to update our deposit and fees for services. Approved by Utility Board 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	After reviewing our security deposits and fees we are requesting an update.
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
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

www.bentonvillear.com

Please Recycle!

Memorandum

To: City Council

From: Gary Wilson

CC: Mayor Orman

DATE: June 28, 2024

The Utility Billing Department is requesting approval to update our deposit and fees for services.

We periodically review our deposits for adequacy based on the current average of charges for each service and class of service. Our basis for setting the deposits is to ensure the standard level deposit is sufficient to cover one month's average bill for the service and class of service. When the review reflects a change significant enough to trigger a request for an update we bring the request to Council. As an example the average electric charge for a residential customer was about \$100.00 when it was last changed in 2018 and it is now \$124.37. With the changes in usage patterns and a greater reliance on the electricity for household uses including heating we are proposing to raise the standard deposit for residential electric to \$150 ensuring the City has adequate deposit to mitigate loss from unpaid utility bills for the next several years.

In addition to City records, we continue to use Online Utility Exchange to meet the Identity Verification requirements and to establish the correct level of deposit required from a new customer . These deposits range from waived to higher risk.

The following is a breakdown of the proposed deposit amounts (with the current deposit) for the standard and higher deposits levels.

RESIDENTIAL SERVICES	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$250 (current \$200)	\$500 (current \$400)
ELECTRIC	\$150 (current \$100)	\$300 (current \$200)
WATER	\$100 (current \$100)	\$200 (current \$200)
GARBAGE	\$30 (current \$20)	\$60 (current \$40)
IRRIGATION	\$50 (current \$50)	\$100 (current \$100)

SMALL COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$800 min* (current \$800)	\$1,600 min* (current \$1,600)
ELECTRIC	\$300 min* (current \$400)	\$600 min* (current \$800)
WATER	\$500 min* (current \$400)	\$1,000 min* (current \$800)
GARBAGE	\$50/\$400** (current \$25)	\$100/\$800** (current \$50)
IRRIGATION	\$150 (current \$100)	\$300 (current \$100)

MEDIUM COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$4,000 min* (current \$2,900)	\$8,000 min* (current \$5,800)
ELECTRIC	\$3,500 min* (current \$2,500)	\$7,000 min* (current \$5,000)
WATER	\$500 min* (current \$400)	\$1,000 min* (current \$800)
GARBAGE	\$50/\$400** (current \$25)	\$100/\$800** (current \$50)
IRRIGATION	\$150 (current \$100)	\$300 (current \$200)

LARGE COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$8,000 min* (current \$8,750)	\$16,000 min* (current \$17,500)
ELECTRIC	\$7,500 min* (current \$7,500)	\$15,000 min* (current \$7,500)
WATER	\$500 min* (current \$1,000)	\$1,000 min* (current \$2,000)
GARBAGE	\$50/\$400** (current \$250)	\$100/\$800** (current \$500)
IRRIGATION	\$150 (current \$100)	\$300 (current \$200)

*Commercial deposits shall be the minimum or the monthly average of the property or similar property for new locations, whichever is greater.

**Commercial Garbage deposits are listed as carts/dumpster. (Previously not broken down).

In addition to deposits, we periodically review our fees to ensure we are capturing our costs and that we are in line with our peers. Previously with some fees we would “stack” the fees. An example would be someone needing new service the same day they arrange the service would pay a \$15.00 service fee and a \$15.00 same day fee for a total of \$30.00. With our new fee schedule the customer would simply have a \$50.00 same day fee and it would incorporate both the service fee and same day fee in one. This reduces the amount of data entry and is intended to be clearer for our customers.

The utilities we reviewed ranged from neighboring utilities in Benton and Washington counties, including a couple electric cooperatives, SWEPCO, other municipal electric utilities in Arkansas as well as two in Oklahoma. We found that the fees charged have a wide spectrum of costs among the utilities but that we consistently had the lowest costs.

One fee we propose that is new is a \$2.50 disconnection notice fee to recoup the costs of preparing and sending the disconnection notice. This fee is intended to place the burden for delinquent accounts on the customers creating the additional costs.

FEE DESCRIPTION	FEE AMOUNT
SERVICE FEE	\$25 (current \$15.00)
SAME DAY SERVICE FEE	\$50 (current \$30.00 stacked)
AFTER-HOURS SERVICE FEE	\$75 (current \$45.00 stacked)
RECONNECT FEE	\$50 (current \$45.00 stacked)
RECONNECT AFTER-HOURS FEE	\$75 (current \$60.00 stacked)
RETURNED ITEM FEE	\$30 (current \$20.00)
PAST DUE NOTICE FEE	\$2.50 (new fee)

SERVICE FEE

The service fee is collected when setting up or transferring a utility account for a future business day, for disconnecting service for non-payment, various actions that result in an additional visit to a service location, or unusual account maintenance as the result of some action or inaction of the customer.

SAME DAY SERVICE FEE

The same day service fee is collected when setting up or transferring a utility account and service is needed for the same business day until 2:00PM, after 2:00PM the after-hours fee would apply.

AFTER-HOURS SERVICE FEE

The after-hours service fee is collected when a customer contacts the on-call meter staff between 4:30pm-7:00pm, Monday-Friday and 8:00am-5:00pm on City observed holidays, for service activation.

RECONNECT FEE

The reconnect fee is collected when service was disconnected for non-payment of a delinquent amount.

RECONNECT AFTER-HOURS FEE

The reconnect after-hours fee is collected when service was disconnected for non-payment of a delinquent amount and the customer calls the on-call meter staff between 4:30pm-7:00PM, Monday-Friday and 8:00am-5:00pm on City observed holidays.

RETURNED ITEM FEE

The returned item fee is applied to the utility account when a check or EFT is returned, or a chargeback is received on a debit/credit card transaction.

PAST DUE NOTICE FEE

The past due notice fee is applied to the utility account when the Notice of Disconnection letter is generated. The letter is generated and mailed three business days after the due date.

It has been six years since the last change to our security deposits and nineteen years since we have updated our fees. Both have served us well, but they have not kept up with the costs they are meant to cover. We request approval for this update.

ORDINANCE NO. _____

AN ORDINANCE ADOPTING REVISED FEES FOR UTILITY SERVICE FOR THE CITY OF BENTONVILLE, ARKANSAS: AMENDING ORDINANCE 2005-116 AND ORDINANCE 2018-36.

WHEREAS, the City of Bentonville previously established fees for utility services, the same having been amended from time to time, most recently pursuant to Ordinance 2005-116; and

WHEREAS, the City of Bentonville previously established fees for security deposits for utility services, the same having been amended from time to time, most recently pursuant to Ordinance 2018-36; and

WHEREAS, the City is requesting this amendment in order to update the fees to better address the costs and protect the City from losses due to unpaid utility bills.

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

Section 1. That the fees for utility services, being attached here as Exhibit “A”, should be and the same is adopted in its entirety, and Ordinance 2005-116 is amended to reflect the changes and modification set forth therein;

Section 2. That the fees for security deposits for utility services, being attached here as Exhibit “B”, should be and the same is adopted in its entirety, and Ordinance 2018-36 is amended to reflect the changes and modification set forth therein;

Section 3. – Effective Date: This Ordinance shall be in full force and effect beginning September 1, 2024; .

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 Provision: 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 and APPROVED this _____ day of _____, 2024.

APPROVED:

MAYOR

ATTEST:

CITY CLERK

Utility Deposit and Credit Policy Update



Effective September 1, 2024

Updated Deposit Amounts

RESIDENTIAL SERVICES	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$250	\$500
ELECTRIC	\$150	\$300
WATER	\$100	\$200
GARBAGE	\$30	\$60
IRRIGATION	\$50	\$100

SMALL COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$800 min*	\$1,600 min*
ELECTRIC	\$300 min*	\$600 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

MEDIUM COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$4,000 min*	\$8,000 min*
ELECTRIC	\$3,500 min*	\$7,000 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

LARGE COMMERCIAL	STANDARD DEPOSIT	HIGHER RISK DEPOSIT
ALL (ELECTRIC, GARBAGE, & WATER)	\$8,000 min*	\$16,000 min*
ELECTRIC	\$7,500 min*	\$15,000 min*
WATER	\$500 min*	\$1,000 min*
GARBAGE	\$50/\$400**	\$100/\$800**
IRRIGATION	\$150	\$300

*Commercial deposits shall be the minimum or the monthly average of the property or similar property for new locations, whichever is greater.

**Commercial Garbage deposits are listed as carts/dumpster

Utility Deposit and Credit Policy Update

Effective September 1, 2024



Collections

A prior customer that has had an account turned over to a collection agency, filed bankruptcy against a City of Bentonville utility account, or your final utility bill is more than 15 days past due, your deposit will be the higher risk deposit.

Refund Deposit

Deposits are maintained for at least 12 months and may be refunded for good payment history. Should you close your account, any security deposit on your utility account is automatically applied to your final bill and if any credit exists, it is refunded via check.

Should an account that has previously had their deposit refunded or waived, have more than two late payments in a twelve-month period, a new deposit may be required. This deposit will be held for at least another twelve months or until the criteria for a deposit to be refunded is again met.

Deposit Waiver

Credit letters are not accepted to waive deposits. The City will run a credit assessment for each applicant as part of our normal ID verification that will provide an objective credit-based deposit decision. Based on this information, customers will either have the deposit waived, pay the standard deposit, or pay the higher risk deposit. Irrevocable Letters of Credit and Surety Bonds are accepted for commercial customers.

EXHIBIT “B”

Utility Billing Fee Policy Update

Effective September 1, 2024



Fee Amounts

FEE DESCRIPTION	FEE AMOUNT
SERVICE FEE	\$25 (current \$15.00)
SAME DAY SERVICE FEE	\$50 (current \$30.00 stacked)
AFTER-HOURS SERVICE FEE	\$75 (current \$45.00 stacked)
RECONNECT FEE	\$50 (current \$45.00 stacked)
RECONNECT AFTER-HOURS FEE	\$75 (current \$60.00 stacked)
RETURNED ITEM FEE	\$30 (current \$20.00)
PAST DUE NOTICE FEE	\$2.50 (new fee)

Fee Descriptions

SERVICE FEE

The service fee is collected when setting up or transferring a utility account for a future business day, for disconnecting service for non-payment, various actions that result in an additional visit to a service location, or unusual account maintenance as the result of some action or inaction of the customer.

SAME DAY SERVICE FEE

The same day service fee is collected when setting up or transferring a utility account and service is needed for the same business day until 2:00PM, after 2:00PM the after-hours fee would apply.

AFTER-HOURS SERVICE FEE

The after-hours service fee is collected when a customer contacts the on-call meter staff between 4:30pm-7:00pm, Monday-Friday and 8:00am-5:00pm on City observed holidays, for service activation.

RECONNECT FEE

The reconnect fee is collected when service was disconnected for non-payment of a delinquent amount.

RECONNECT AFTER-HOURS FEE

The reconnect after-hours fee is collected when service was disconnected for non-payment of a delinquent amount and the customer calls the on-call meter staff between 4:30pm-7:00PM, Monday-Friday and 8:00am-5:00pm on City observed holidays.

RETURNED ITEM FEE

The returned item fee is applied to the utility account when a check or EFT is returned, or a chargeback is received on a debit/credit card transaction.

PAST DUE NOTICE FEE

The past due notice fee is applied to the utility account when the Notice of Disconnection letter is generated. The letter is generated and mailed three business days after the due date.



City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	7/23/2024	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 approving a Change Order and Budget Adjustment for the Electric AMI Project
Action Recommendation & Justification:	A change order and budget adjustment to Resolution 1-10-23C for additional meters for the Electric AMI project for \$95,500.08. Total cost of the project will be \$5,954,401.13. Approved by Utility Board 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The contract with Cannon Technologies (Eaton) was signed in January of 2023. However, development has continued throughout the year. These additional meters are to cover the development that has occurred since the signing. These meters will complete the "line in the sand" designation between Eaton installing meters and BEUD installing meters.
Amount for Approval:	\$ 95,500.08

Budget Impact

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

Budget Adjustment (to be completed by Finance when applicable)

503010-47310	Improvs Other - Electric	\$ 95,500.08	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		\$	\$
Account Number (ORG-OBJECT)	Account Description	Expense	Revenue

Fund(s) Impacted

(check all that apply)

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

Budget Impact Notes for Consideration (Optional):

City of Bentonville, Arkansas

City Hall

305 SW A Street Bentonville, AR 72712

RESOLUTION NO. 1-10-23 C

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH CANNON TECHNOLOGIES, INC. (D/B/A/ EATON CORPORATION) FOR AN ELECTRIC AMI SYSTEM; AMENDING THE 2023 BUDGET UTILIZING SCR RESERVES; APPROVING A SCR RESERVE REPAYMENT PLAN; AND FOR OTHER PURPOSES.

WHEREAS, in 2020 the City was informed that Mueller Systems, Inc. would no longer support or supply electric meter infrastructure associated with the current AMI system;

WHEREAS, Eaton Corporation was selected using the City's RFP process; and

WHEREAS, utility fund stabilization and contingency reserves (SCR) are needed to fund this purchase and will be replenished pursuant to the attached repayment plan.

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 Eaton Corporation, in the amount of five million two hundred seventy-nine thousand one hundred seventy dollars and twenty-nine cents (\$5,279,170.29), for the purchase of a new AMI system for electric infrastructure;

Section 2: The 2023 Budget is amended to appropriate monies from utility fund SCR as shown below:

General Ledger Account Information*				
Org (Department)	Object	Account Description	Revenue + (-)	Expense + (-)
503010	39091	Use of Reserves	\$ 5,486,970.29	
503010	47310	Improvements Other than Building		\$ 5,279,170.29
503010	47310	Improvements Other than Building		\$ 10,000.00
503010	43410	Professional Services/Other		\$ 197,800.00
Totals			\$ 5,486,970.29	\$ 5,486,970.29
Net Impact on Fund Balance			\$	-

Section 3: Utility fund SCR monies shall be replenished as shown in the attached Exhibit "A";

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 this 10 day of JANUARY, 2023

Attest:

[REDACTED]

KIRBY ROMINES, City Clerk

APPROVED:

[REDACTED]

STEPHANIE ORMAN, Mayor



City of Bentonville - Bentonville, AR

Quoted By: Dan Scrima, Jill Skarsten, Jim Roche

Eaton RF AMI Pricing - Additional Meters for Deployment

Quote Date: June 25, 2024

Revision #2

Residential Electric Meters

	Units	Units of Measure	Original Price	Unit Surcharges	Unit Price w/ Surcharges	Unit Price w/ Surcharges & Shipping	Total Price w/ Surcharges & Shipping
Itron C15X							
RFN-410cL Itron Centron C15X - Residential Meter with Integrated RF Node							
RFN-410cL Itron Centron C15X - FM25 CL320 240V with Integrated RF Node	33	each	\$190.00	\$ 11	\$201.00	\$209.04	\$6,898.32
RFN-410cL Itron Centron C15X - FM35 CL20 120V/240V with Integrated RF Node	0	each	\$191.00	\$ 11	\$202.00	\$210.08	\$0.00
Itron C25XD (Integrated Disconnect)							
RFN-420cD Itron Centron II C25XD - Residential Meter with Integrated RF Node							
RFN-420cD Itron Centron II C25XD - FM25 CL200 240V with Integrated RF Node	358	each	\$155.00	\$ 8	\$163.00	\$169.52	\$60,688.16
RFN-420cD Itron Centron II C25XD - FM12/255 CL200 120/208V with Integrated RF Node	0	each			\$365.00	\$379.60	\$0.00
Total Residential Electric Meters							\$67,586.48

Commercial & Industrial Electric Meters

Honeywell Elster A3 ALPHA							
RFN-430A3 Honeywell Elster A3 ALPHA - C&I Meter with Integrated RF Node							
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM25 CL200 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM25 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM35 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM45 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM5/355 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM6/365 CL20 120-480V with Integrated RF Node (2 quantities)	0	each	\$415.00	\$ 25	\$440.00	\$457.60	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM8/95 CL20 120-480V with Integrated RF Node (2 quantities)	10	each	\$415.00	\$ 25	\$440.00	\$457.60	\$4,576.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM125 CL200 120-480V with Integrated RF Node (2 quantities)	4	each	\$415.00	\$ 25	\$440.00	\$457.60	\$1,830.40
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM125 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM14/15/165 CL200 120-480V with Integrated RF Node (2 quantities)	45	each	\$415.00	\$ 25	\$440.00	\$457.60	\$20,592.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM165 CL320 120-480V with Integrated RF Node (2 quantities)	0	each	\$447.00	\$ 27	\$474.00	\$492.96	\$0.00
RFN-430A3 Honeywell Elster A3 ALPHA (A3R - TOU, kVAR Enabled) - FM455 CL20 120-480V with Integrated RF Node (2 quantities)	2	each	\$415.00	\$ 25	\$440.00	\$457.60	\$915.20

C&I Electric Meter Upgrades

Honeywell Elster A3 Meter Upgrade: A - Advanced Four Quadrant Metering (6 quantities)	0	each	\$76.00	\$ 4	\$80.00	\$83.20	\$0
Honeywell Elster A3 Meter Upgrade: 2 KYZ Relays to Cable	0	each	\$114.00	\$ 7	\$121.00	\$125.84	\$0
Total C&I Meters							\$27,913.60

Professional Services

Meter Installation							
Residential Electric Meter Installation (15, 25 (CL200 & 320), 35, 45 meters)	391	each	TBD	\$ -	TBD		\$0
Commercial Electric Meter Installation (95, 125, 165/155 meters)	61	each	TBD	\$ -	TBD		\$0
Re-Mobilization Fee	0	each	TBD	\$ -	TBD		\$0
Warehouse Fee (per month)	0	each	TBD	\$ -	TBD		\$0
Total Meter Installation							\$0

Shipping Calculation

Shipping at 4% of Total Hardware							INCLUDED ABOVE
Shipping Total							\$0.00

Grand Total for Purchase Order (as quoted) \$95,500.08

Unit Surcharges shown above are due to increased cost of labor and materials, including plastics, resins, metals, printed circuit boards, microcontrollers, display drivers, additional circuit-level components, and packaging materials that will be applied to the production of these units by Itron, Honeywell, and NEOTech and passed on to Eaton.

This bid contains confidential material that constitutes either (1) trade secrets and (2) commercial or financial information, the disclosure of which would cause substantial competitive harm to Eaton. Unprotected information is identified herein with yellow highlighting. Anything not highlighted in yellow shall be assumed protected.

This quotation and all the information contained in it are considered to be the confidential information of Eaton and shall not be disclosed to any third party without the express written consent of Eaton, which consent shall be within the sole discretion of Eaton. Quotation and line item pricing is valid for items ordered by August 25, 2024 and shipping prior to August 25, 2025.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO
A CHANGE ORDER TO THE AGREEMENT WITH CANNON TECHNOLOGIES
(EATON) FOR THE FOR THE PURCHASE OF ADDITIONAL METERS; APPROVING
A BUDGET ADJUSTMENT IN THE AMOUNT OF NINETY-FIVE THOUSAND FIVE
HUNDRED DOLLARS AND EIGHT CENTS (\$95,500.08) FROM UTILITY FUND
RESERVES TO ACCOUNT# 503010-47310 – IMPROVEMENTS OTHER - ELECTRIC;
AND FOR OTHER PURPOSES.**

WHEREAS, the City of Bentonville Electric Utilities Department entered into an agreement with Cannon Technologies (Eaton) for the purchase of meters related to the AMI Project;

WHEREAS, a change order is required to cover additional meters due to new development; and

WHEREAS, a budget adjustment in the amount of ninety-five thousand five hundred dollars and eight cents (\$95,500.08) from Utility Fund Reserves to Account# 503010-47310 – Improvements Other - Electric will fund this change order.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into a change order to the agreement with Cannon Technologies (Eaton), to purchase additional meters;

Section 2: A budget adjustment in the amount ninety-five thousand five hundred dollars and eight cents (\$95,500.08) from Utility Fund Reserves to Account# 503010-47310 – Improvements Other - Electric should be and the same is hereby approved to fund this change order;

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

Section 4 - Repeal of Conflicting 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 and APPROVED this _____ day of _____, 2024.

APPROVED:

ATTEST:

STEPHANIE ORMAN, Mayor

MALORIE MARRS, City Clerk