



BENTONVILLE CITY COUNCIL AGENDA

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

**Tuesday, December 10, 2019 6:00 p.m.
305 SW "A" Street**

**Public Comments on Tonight's Agenda Items (Limited Public Forum)
Questions, Comments and Discussion from City Council Members on Tonight's
Agenda
Call to Order
Pledge of Allegiance
Moment of Silence – For our Military Forces
Roll Call
Approval of Minutes: November 26, 2019**

AGENDA

1. Planning:
- 1a. **Ordinance accepting a lot split of Lots 1-3 of Highland East Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural.**
(Pages 10-13)
The Planning Commission voted 6-0, recommending approval.

A lot split of a previously unplatted tract of land, consisting of +/- 41.35 acres, at the intersection of SW Lee Harris Road and Sears Road, creating Lots 1-3 of Highland East Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 10.48 acres, Lot 2 will be +/- 8.97 acres, and Lot 3 will be +/- 21.89 acres.

- 1b. **Ordinance accepting a lot split of Lots 1-3 Highland West Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural.**
(Pages 14-17)
The Planning Commission voted 6-0, recommending approval.

A lot split of a previously unplatted tract of land, consisting of +/- 36.32 acres, at the intersection of SW Lee Harris Road and SW Barron Road, creating Lots 1-3 of Highland West Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 16.33 acres, Lot 2 will be +/- 9.99 acres, and Lot 3 will be +/- 10.00 acres.

- 1c. **Ordinance accepting a property line adjustment of Lots 12, 23, & 24 of Limestone Ranch Subdivision, Pointe at Bentonville, LLC, SW Stone Boulevard & SW Ranch Road, R-4, High Density Residential.**
(Pages 18-22)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 21 & 22, creating Lots 12, 23, & 24 of Limestone Ranch Subdivision. Utility easements are being dedicated throughout each lot. Lot 12 will be +/- 1.77 acres, Lot 23 will be +/- 9.29 acres, and Lot 24 will be +/- 10.56 acres.

- 1d. **Ordinance accepting a property line adjustment of Lots 137-145 of Willowbrook Farms Subdivision Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential.**
(Pages 23-26)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 80-87 & 93, creating Lots 137-145 of Willowbrook Farms Subdivision Phase II. The plat dedicates a 20-foot utility easement on new Lot 145, as well as a shared 20-foot utility easement at the rear of new Lots 138-139. Lots 137-141 will be +/- 0.30 acres and Lots 142-144 will be +/- 0.25 acres. Lot 145 will be +/- 1.26 acres and currently serves as the site of the neighborhood pool and common space.

- 1e. **Ordinance accepting a property line adjustment of Lot 14, Block 5 of Clark's 2nd Addition, April Seggebruch, SW D Street, R-1, Single Family Residential.**
(Pages 27-30)

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Outlot 23 of Original City of Bentonville and part of Lot 12, Block 5 of Clark's 2nd Addition, creating Lot 14, Block 5 of Clark's 2nd Addition. The plat dedicates a 15-foot utility easement along the front of the lot. Additionally, an estimated 0.03 acres of right-of-way is being dedicated along SW D Street to meet the requirements of the Master Street Plan. The new lot will be +/- 0.25 acres.

- 1f. **Ordinance changing real estate from R-1, Single Family Residential to R-4, High Density Residential, Marco Reyes, 1006 NW 3rd Street.**
(Pages 31-36)

The Planning Commission voted 6-0, recommending approval.

A rezoning of 1006 NW 3rd Street, .26 acres, from R-1, Single-family Residential to R-4, High Density Residential. The Future Land Use Plan classifies this property as Low Density Residential characterized by predominantly detached single-family residential uses. The R-4, High Density Residential zoning district provides high-density residential development allowing multifamily housing. The property is adjacent to R-3, Medium Density Residential, R-1, Single-family Residential and C-2, General Commercial zoning districts. Based on analysis of surrounding land use and zoning, staff recommends approval.

- 1g. **Ordinance changing real estate from R-1, Single Family Residential to R-O, Residential Office, Rohit Dharmadhikari & Padma Patil, 1205 SE 33rd Street.**

(Pages 37-40)

The Planning Commission voted 6-0, recommending approval.

A rezoning of 1205 SE 33rd Street, 1.39 acres, from R-1, Single-family Residential to R-O, Residential Office. The Future Land Use Plan classifies this property as High Density Residential characterized by multifamily residential uses. The R-O, Residential Office zoning district provides area for offices. The property is adjacent to A-1, Agricultural, R-3, Medium Density Residential and C-2, General Commercial zoning districts. Based on an analysis of surrounding land use and zoning and general compatibility with the Future Land Use Plan, staff recommends approval.

- 1h. **Ordinance changing real estate from PUD, Planned Unit Development to R-2, Duplex & Patio Home Residential, WM 63 RE 1, LLC, Ginn Road.**

(Pages 41-45)

The Planning Commission voted 6-0, recommending approval.

A rezoning of 36.18 acres on Ginn Road from PUD, Planned Unit Development to R-2, Duplex & Patio Home Residential. The Future Land Use Plan classifies this property as Agriculture characterized by large lots with residential and farm-related uses. The R-2, Duplex & Patio Home Residential zoning district provides slightly higher density than R-1, Single Family Residential and allows two-family residential uses. The property is adjacent to R-2, Duplex & Patio Home Residential and R-1, Single-family Residential zoning districts. Based on analysis of surrounding land use and zoning, staff recommends approval.

2. Reappointment of Sam Pearson to the Board of Adjustment effective January 1, 2020 to a five-year term, that expires on December 31, 2024. This is Sam Pearson's second term. Request for reappointment is attached. **(Pages 46-48)**
3. Reappointment of Joe Haynie to the Board of Adjustment effective January 1, 2020 to a five-year term, that expires on December 31, 2024. This is Joe Haynie's second term. Request for reappointment is attached. **(Pages 49-51)**
4. City Council approval of Mayor Stephanie Orman's recommendation to reappoint Michelle Malashock and Craig Gilbert to the Parks and Recreation Advisory Board. Also, to appoint Eileen Patrick to the board replacing Courtney Schaefer. Terms to expire on December 31, 2022. **(Pages 52-60)**
5. Bid Award approval by City Council for Parks and Recreation for the Run Bentonville Half Marathon Shirts. **(Pages 61-63)**
6. Bid Award approval by City Council for Parks and Recreation for the Run Bentonville Half Marathon Finisher Hoodies. **(Pages 64-66)**

7. Ordinance establishing fees for 2020 for the Parks and Recreation Department. **(Pages 67-71)**
8. Resolution for Council approval authorizing the Mayor and Clerk to enter into agreement with Ann O'Sullivan to offer Personal Training and Fitness Services for Bentonville Parks and Recreation. **(Pages 72-76)**
9. Ordinance to approve a bid waiver by City Council for Parks and Recreation for Challenger Soccer to provide recreational camps for Bentonville Parks and Recreation. **(Pages 77-83)**
10. Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with Erin Edminister to offer Aquatic and Triathlon Services for Bentonville Parks and Recreation. **(Pages 84-88)**
11. Resolution for City Council approval authorizing the Mayor and City Clerk to enter into agreement with Kristen Bernards to offer Swim Instruction for Bentonville Parks and Recreation. **(Pages 89-93)**
12. Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with Sarah Gwin to offer Swim Instruction for Bentonville Parks and Recreation. **(Pages 94-98)**
13. Bid award approval by City Council for the Parks & Recreation department to purchase chlorine in 2020. **(Pages 99-112)**
14. An ordinance approval by City Council for non-substantial modifications to the 2019 Bentonville Pretreatment Program. **(Pages 113-194)**
15. Resolution setting a public hearing for January 14, 2020 for a Street Right of Way Vacation requested by CEI Engineering located in W A Burks Addition. **(Pages 195-197)**
16. Resolution setting a public hearing for January 14, 2020 for Utility Easement Vacation requested for Lots 11-12 of Griffin Addition Phase 2 (3100 SE East Pointe). **(Pages 198-200)**
17. Resolution setting a public hearing for January 14, 2020 for Access Easement Vacation requested for Lots 11-12 of Griffin Addition Phase 2 (3100 SE East Pointe). **(Pages 201-203)**
18. Resolution setting a public hearing for January 14, 2020 for Access Easement Vacation requested for Lot 11 of Griffin Addition Phase 2 (3100 SE East Pointe). **(Pages 204-206)**
19. Requesting resolution approval to enter into a Memorandum of Understanding with Northwest Arkansas Regional Planning Commission for 2020 MS4 Stormwater Education Program. **(Pages 207-213)**
20. Ordinance for City Council to approve all the changes for the 2020 pay plan. This is an accumulation of all the "Pay" and Non-Pay" changes to the 2020 pay plan and all pay-related changes are funded in the 2020 budget. **(Pages 214-217)**

21. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$513,918.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 218-222)
22. An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount of \$355,055.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 223-227)
23. An ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$167,328.35. This is a 'Single Source' item in the State of Arkansas.
(Pages 228-233)
24. An ordinance authorizing the Mayor and City Council to enter into an agreement with Holophane Lighting for decorative light fixtures/poles per the City of Bentonville's specifications in the amount of \$996,445.00. This is a 'Single Source' item in the State of Arkansas.
(Pages 234-244)
25. Bid award for City Council approval for a 6-month blanket bid for 1-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$401,772.00. Items will be ordered on 'as needed' basis.
(Pages 245-247)
26. Bid award for City Council approval for a 6-month blanket bid for 3-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$782,124.00. Items will be ordered on 'as needed' basis.
(Pages 248-251)
27. Bid award for City Council approval for a 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$233,301.00. Items will be ordered on 'as needed' basis.
(Pages 252-255)
28. Bid award for City Council approval for the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$499,846.48. Items will be ordered on 'as needed' basis.
(Pages 256-265)
29. Bid award for City Council approval for the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$1,705,970.49. Items will be ordered on 'as needed' basis.
(Pages 266-282)
30. Bid award for City Council approval for the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$281,120.00. Items will be ordered on 'as needed' basis.
(Pages 283-285)
31. Bid award for City Council approval for the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$63,121.00. Items will be ordered on 'as needed' basis.
(Pages 286-288)
32. Bid award for City Council approval for the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$119,678.42. Items will be ordered on 'as needed' basis.
(Pages 289-291)
33. Motion by City Council to cancel the December 24, 2019 City Council meeting and resume regular schedule on January 14, 2020.



City Council Agenda Items
For City Council Meeting of December 10, 2019
From the December 3, 2019 Planning Commission Meeting

Ordinance accepting a lot split of Lots 1-3 of Highland East Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural.

The Planning Commission voted 6-0, recommending approval.

A lot split of a previously unplatted tract of land, consisting of +/- 41.35 acres, at the intersection of SW Lee Harris Road and Sears Road, creating Lots 1-3 of Highland East Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 10.48 acres, Lot 2 will be +/- 8.97 acres, and Lot 3 will be +/- 21.89 acres.

Ordinance accepting a lot split of Lots 1-3 Highland West Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural.

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A lot split of a previously unplatted tract of land, consisting of +/- 36.32 acres, at the intersection of SW Lee Harris Road and SW Barron Road, creating Lots 1-3 of Highland West Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 16.33 acres, Lot 2 will be +/- 9.99 acres, and Lot 3 will be +/- 10.00 acres.

Ordinance accepting a property line adjustment of Lots 12, 23, & 24 of Limestone Ranch Subdivision, Pointe at Bentonville, LLC, SW Stone Boulevard & SW Ranch Road, R-4, High Density Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 21 & 22, creating Lots 12, 23, & 24 of Limestone Ranch Subdivision. Utility easements are being dedicated throughout each lot. Lot 12 will be +/- 1.77 acres, Lot 23 will be +/- 9.29 acres, and Lot 24 will be +/- 10.56 acres.

Ordinance accepting a property line adjustment of Lots 137-145 of Willowbrook Farms Subdivision Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Lots 80-87 & 93, creating Lots 137-145 of Willowbrook Farms Subdivision Phase II. The plat dedicates a 20-foot utility easement on new Lot 145, as well as a shared 20-foot utility easement at the rear of new Lots 138-139. Lots 137-141 will be +/- 0.30 acres and Lots 142-144 will be +/- 0.25 acres. Lot 145 will be +/- 1.26 acres and currently serves as the site of the neighborhood pool and common space.

Ordinance accepting a property line adjustment of Lot 14, Block 5 of Clark's 2nd Addition, April Seggebruch, SW D Street, R-1, Single Family Residential.

The Planning Commission voted 6-0, recommending approval.

A property line adjustment of Outlot 23 of Original City of Bentonville and part of Lot 12, Block 5 of Clark's 2nd Addition, creating Lot 14, Block 5 of Clark's 2nd Addition. The plat dedicates a 15-foot utility easement along the front of the lot. Additionally, an estimated 0.03 acres of right-of-way is being dedicated along SW D Street to meet the requirements of the Master Street Plan. The new lot will be +/- 0.25 acres.

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Ordinance changing real estate from R-1, Single Family Residential to R-O, Residential Office, Rohit Dharmadhikari & Padma Patil, 1205 SE 33rd Street.

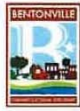
The Planning Commission voted 6-0, recommending approval.

A rezoning of 1205 SE 33rd Street, 1.39 acres, from R-1, Single-family Residential to R-O, Residential Office. The Future Land Use Plan classifies this property as High Density Residential characterized by multifamily residential uses. The R-O, Residential Office zoning district provides area for offices. The property is adjacent to A-1, Agricultural, R-3, Medium Density Residential and C-2, General Commercial zoning districts. Based on an analysis of surrounding land use and zoning and general compatibility with the Future Land Use Plan, staff recommends approval.

Ordinance changing real estate from PUD, Planned Unit Development to R-2, Duplex & Patio Home Residential, WM 63 RE 1, LLC, Ginn Road.

The Planning Commission voted 6-0, recommending approval.

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Consent Agenda Items

For Planning Commission meeting of December 3, 2019

Reviewer: Ali Worley, Planning Technician

- ❖ At the Technical Review meeting held on November 26, 2019 the Planning Commission requested these items be placed on the consent agenda. The descriptions below shall serve as the staff report for each of the consent agenda items.

Lot Split: Lots 1-3 of Highland East Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural, (LS19-0038)

A lot split of a previously unplatted tract of land, consisting of +/- 41.35 acres, at the intersection of SW Lee Harris Road and Sears Road, creating Lots 1-3 of Highland East Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 10.48 acres, Lot 2 will be +/- 8.97 acres, and Lot 3 will be +/- 21.89 acres.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Lot Split: Lots 1-3 of Highland West Addition, Highland, LLC, 7431 SW Lee Harris Road, A-1, Agricultural, (LS19-0039)

A lot split of a previously unplatted tract of land, consisting of +/- 36.32 acres, at the intersection of SW Lee Harris Road and SW Barron Road, creating Lots 1-3 of Highland West Addition. The plat dedicates a 20-foot utility easement along all exterior lot lines and a 15-foot utility easement shared between the lots. Lot 1 will be +/- 16.33 acres, Lot 2 will be +/- 9.99 acres, and Lot 3 will be +/- 10.00 acres.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lots 12, 23, & 24 of Limestone Ranch Subdivision, Pointe at Bentonville, LLC, SW Stone Boulevard & SW Ranch Road, R-4, High Density Residential, (LS19-0030)

A property line adjustment of Lots 21 & 22, creating Lots 12, 23, & 24 of Limestone Ranch Subdivision. Utility easements are being dedicated throughout each lot. Lot 12 will be +/- 1.77 acres, Lot 23 will be +/- 9.29 acres, and Lot 24 will be +/- 10.56 acres.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lots 137-145 of Willowbrook Farms Subdivision Phase II, RLP Investments, Inc., SW Lucretia Road, R-1, Single Family Residential, (PLA19-0032)

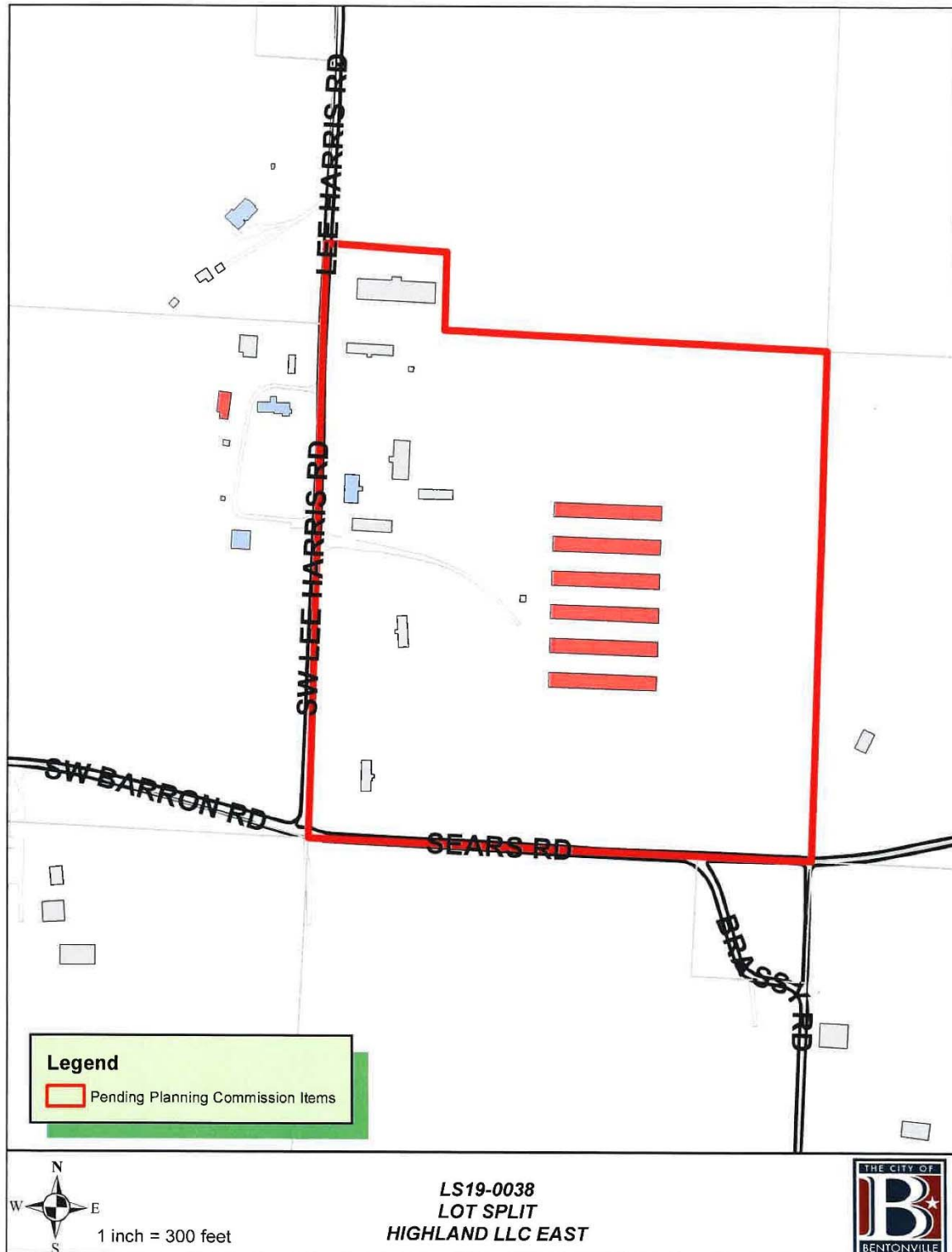
A property line adjustment of Lots 80-87 & 93, creating Lots 137-145 of Willowbrook Farms Subdivision Phase II. The plat dedicates a 20-foot utility easement on new Lot 145, as well as a shared 20-foot utility easement at the rear of new Lots 138-139. Lots 137-141 will be +/- 0.30 acres and Lots 142-144 will be +/- 0.25 acres. Lot 145 will be +/- 1.26 acres and currently serves as the site of the neighborhood pool and common space.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)

Property Line Adjustment: Lot 14, Block 5 of Clark's 2nd Addition, April Seggebruch, SW D Street, R-1, Single Family Residential, (PLA19-0037)

A property line adjustment of Outlot 23 of Original City of Bentonville and part of Lot 12, Block 5 of Clark's 2nd Addition, creating Lot 14, Block 5 of Clark's 2nd Addition. The plat dedicates a 15-foot utility easement along the front of the lot. Additionally, an estimated 0.03 acres of right-of-way is being dedicated along SW D Street to meet the requirements of the Master Street Plan. The new lot will be +/- 0.25 acres.

(Please click on this link to access the vicinity map for this item: <http://geo.bentonvillear.com/mgweb/PZpending/>)



CREATING LOTS 1, 2 & 3

BENTONVILLE, ARKANSAS

19528

PROPERTY OF SCS CORP. - LOT 2

It is important to note that the 2299 cases of stroke in the 1995-1996 period were not necessarily all new cases. Some of the cases may have been prevalent cases of stroke that were first identified in the 1995-1996 period. However, the prevalence of stroke in the 1995-1996 period was 10.6% (10.2% for men and 11.0% for women), which is similar to the prevalence of stroke in the 1990-1991 period (10.2% for men and 10.6% for women). This suggests that the 2299 cases of stroke in the 1995-1996 period were likely to be new cases of stroke.

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GENERAL NOTES:

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BY
ENGINEERING SERVICES INC.



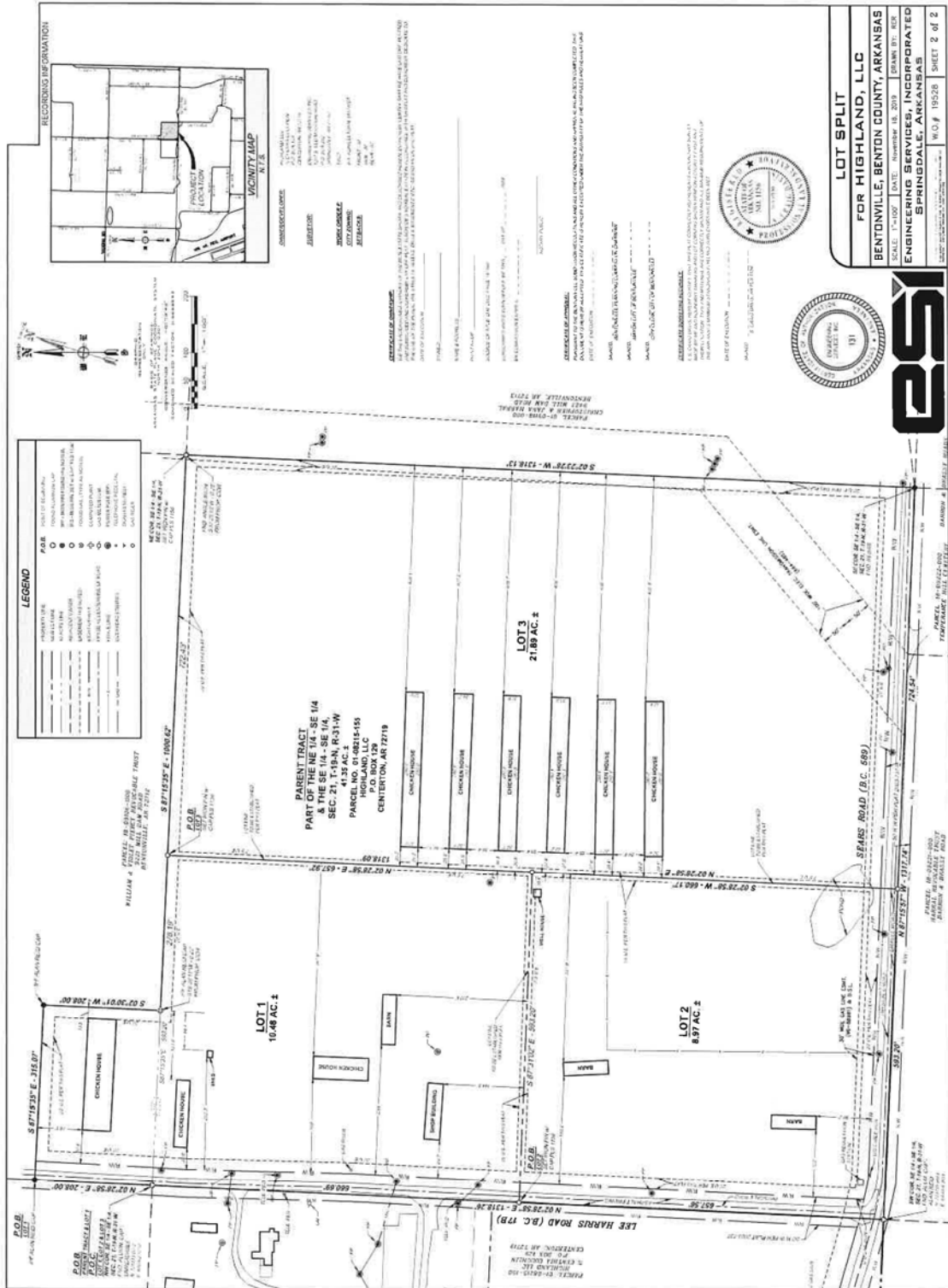
CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746

WWW.ENGINEERINGSERVICES.COM



SHEET 1 of 2

LS 19-0038



ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF HIGHLAND
EAST ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT
NUMBER: LS19-0038).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-3 of Highland East Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 3, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 1-3 of Highland East Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

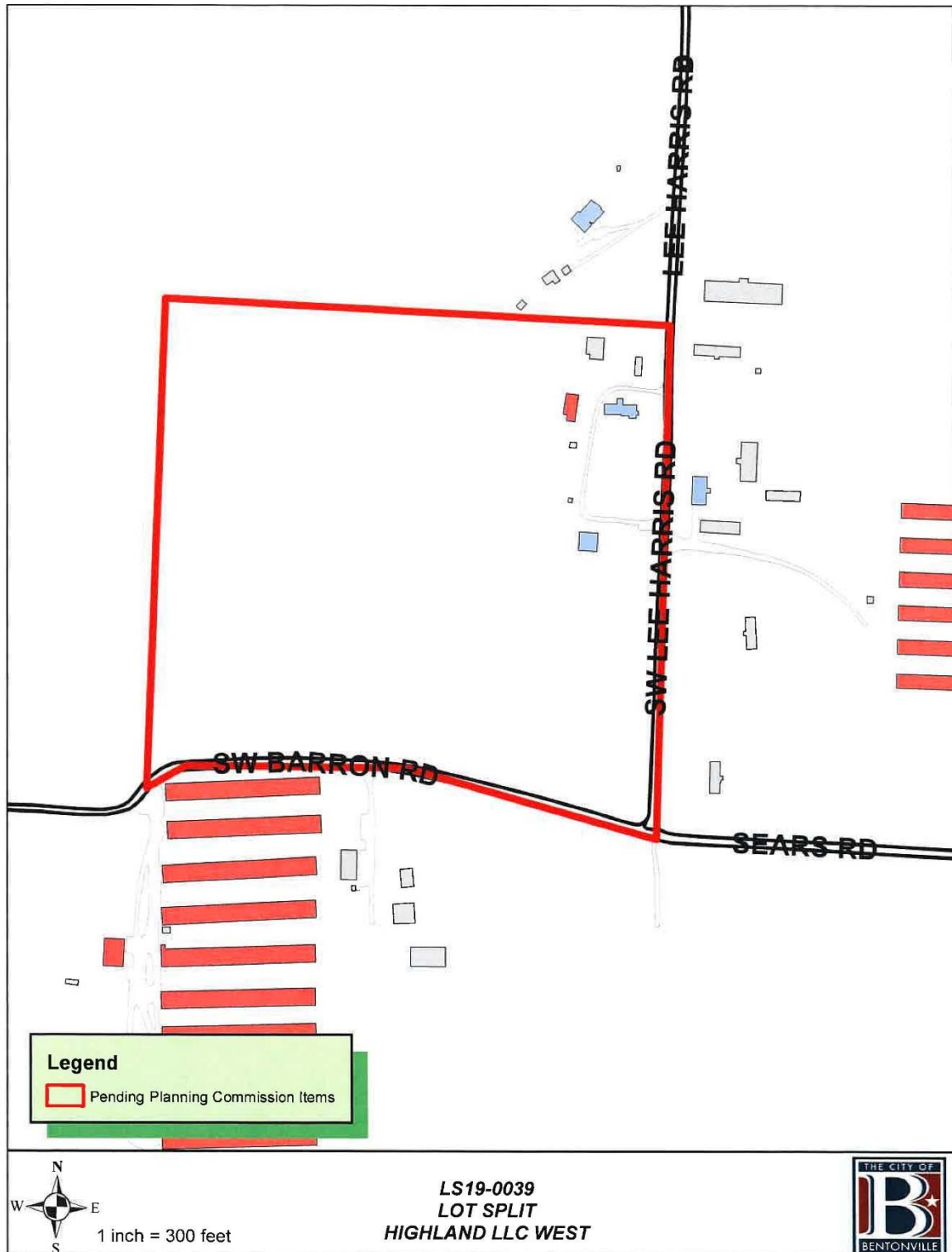
PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



IN THE CITY OF
BENTONVILLE, ARKANSAS
WORK ORDER #
19527

RECEIVED 17 APRIL 1991; **ACCEPTED** 17 APRIL 1991; **FINAL** 17 APRIL 1991; **IN PRESS** 17 APRIL 1991; **ONLINE** 17 APRIL 1991; **PRINTED** 17 APRIL 1991; **ISSN** 0005-2718/91/0000-0000\$05.00/0

STUDY OF THE EFFECTS OF A SHORT-TERM INTERVENTION ON THE PSYCHOLOGICAL WELL-BEING OF ADOLESCENTS WITH ANOREXIA NERVOSA

1. THEOREM 1.1. Let f be a function in $L^p(\mathbb{R}^n)$ with $1 \leq p < \infty$. Then the following conditions are equivalent:
(a) f is a function of vanishing mean.
2. f is a function of vanishing mean.
3. f is a function of vanishing mean.
4. f is a function of vanishing mean.

CHINESE DEVELOPER:

STAFF BY O.E.

WORK ON CHINA:

DATE / TIME:

SUBJECT:



SHEET 1 of 2

LS 19-0039



BY
ENGINEERING SERVICES INC.



CONSULTING ENGINEERS
SPRINGDALE, ARKANSAS
PHONE: 479-751-8733
FAX: 479-751-8746
WWW.ENGINEERSERVICES.COM

WWW.ENGINEERSERVICES.COM

[illegible][illegible]

THE UNIVERSITY OF MICHIGAN LIBRARY, ANN ARBOR, MICHIGAN 48106-0001

A **RESEARCHER'S DUTY:** why are we doing this? how do we know it's true? what are the risks?

[illegible]

TABLE 1
ANNUAL PERCENTAGE CHANGES IN THE FIRST QUARTER OF THE SECOND QUARTER (1973:1) AND IN THE FIRST QUARTER OF THE THIRD QUARTER (1973:2) OF THE SEASONALLY ADJUSTED, MONTHLY NATIONAL INVENTORY OF STOCKS IN THE UNITED STATES, BY INDUSTRY, 1969:1-1973:4

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING A LOT SPLIT OF LOTS 1-3 OF HIGHLAND WEST ADDITION TO THE CITY OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS19-0039).

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the lot split of Lots 1-3 of Highland West Addition, Benton County, Arkansas, was submitted to the Bentonville Planning Commission on December 3, 2019; and,

WHEREAS, said lot split is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said lot split on the date stated, and at other times, and voted to recommend the approval of said lot split to the City Council; and,

WHEREAS, the lot split of real property as described herein has been submitted to the City Council of the City of Bentonville and, after consideration and deliberation, said Council is of the opinion that said lot split should be approved.

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

Section 1: That the lot split of Lots 1-3 of Highland West Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said lot split by certifying said acceptance on the approved lot split.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

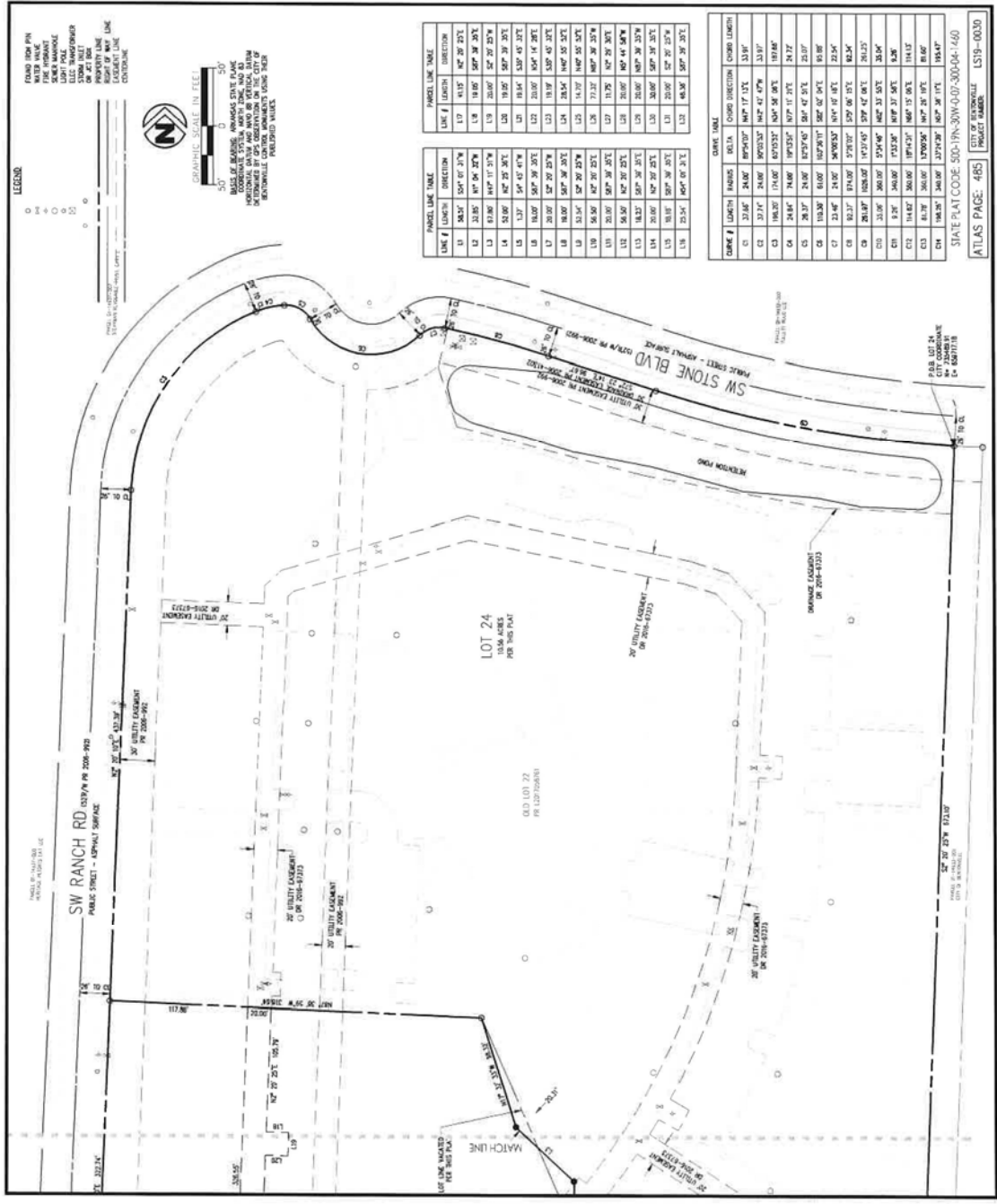
ATTEST:

MAYOR

CITY CLERK







POINT AT BENTONVILLE LLC
SUSAN AND EASHER DEDICATION PLAT FOR
LOTS 12, 23 AND 24
PROPERTY LINE ADJUSTMENT OF LOT 21 & LOT 22
CREATING LOT 23 & LOT 24 OF LIMESTONE RANCH

BENTONVILLE
ARIZONA

3 OF 3

Crafton Tull

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
12, 23, & 24 OF LIMESTONE RANCH SUBDIVISION TO THE CITY OF
BENTONVILLE, ARKANSAS (PROJECT NUMBER: LS19-0030).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 12, 23, & 24 of Limestone Ranch Subdivision of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 3, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lots 12, 23, & 24 of Limestone Ranch Subdivision to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



Notes:

(0) B19, based on Grand North, Arkansas State Plane Coordinate System, North Zone

(0.01), WAD 83, based on N Minnesota (NAT) GNSS observations from City of Bentonville GPS Monument #66, having published values of Lat 36-09'37"N / Long 94-55'30"W and a Combined Scale Factor (Ground to Grid) = 0.99996658

(1) **Grid North convergence:** At the Northeast corner of the S3/2 NE1/4, section 10, Township 36N, Range 12E, Grand North 01°13'S1°1"E to the Left for True North.

(2) **Vertical datum:** NAVD83 (IGLD 55). Elevations are based on RLE GNSS observations from the City of Bentonville GPS Monument #66, having a published elevation of 1248.11 feet.

Flood information: Based upon review of NFIP, FEMA, Benton County, Arkansas and Missouri Flood Insurance Rate Maps (FIRM) sheets 13015C0101A and by reviewing private maps, maps 145, all within Zone A, are determined to be outside the 0.2% annual floodplain. In geographic plotting only, areas of 145 is within Zone X, Other Flood Areas of 0.2% annual flood plain, areas of 136 annual Chance Flood with average depths of 12 ft less than 1 foot or with drainage areas less than 1 square mile; Zone A, Special Flood Hazard Areas subject to inundation by 0.2% annual chance floodplains. This special flood hazard applies to inundation less than 1 square mile; Zone A, Special Flood Hazard Areas subject to inundation by 0.2% annual chance floodplains. This special flood hazard applies to inundation less than 1 square mile.

The Arkansas and Missouri Shovel Engineers assumes no liability for the correctness or use of the current clod flood map, or any available digital flood hazard data utilized to delineate the limits of potential flood hazard areas. Flood hazard maps are subject to be changed, updated, and revised at any time. Flood hazard maps, should never current maps and apply to adjacent any flood hazard areas, would require current maps and apply themselves of the location and limits of any potential flood hazard areas, and any associated risk.

All lots designed as "Common Areas" or "Pool Areas" will be owned and maintained by either the developer or the Property Owners Association.

Before any work in the right-of-way commences, contractor and/or owner is to obtain relief sign permit from the City of Bentonville Transportation Department.

Owner/Developer shall coordinate with all local utilities to ensure that each lot has water, sewer, and electric service.

A sidewalk construction shall be the responsibility of the builder or owner/developer at the time of building permit issuance and in accordance with the City of Bentonville's design standards. The Arkansas Access Standards Manual adopted by Bentonville's owners/designer shall be responsible for the replacement of any existing sidewalks or ADA ramps damaged during construction.

Existing sidewalks or ADA ramps structures built within any Drainage or Utility easement.

Every recorded document reviewed and considered as part of this survey is noted

Minimum Finish Floor Elevations: Minimum Finish Floor Elevations (FFE) are provided for lots that are adjacent to a public drainage structure, drainage easements, or flood hazard areas. The elevations shown are three feet (3') above predicted 100-year flood elevation or one foot (1') above the highest planned adjacent bank of a curb elevation. These Minimum Finish Floor Elevations (FFE) are intended to protect structures from damage from the adjacent public storm drainage facilities within drainage easements or adjacent flood hazard areas. However, sound engineering judgment should be utilized for each structure and each lot to prevent localized flooding due to inadequate site design.

Any fill placed in the building pad areas shall be tested for appropriate compaction by a Geotechnical Engineer.

Kelth A. Sikes, Hereby Certify That This Plat Correctly Represents A Boundary Survey made By Me Or Under My Supervision, And Boundary Markers And Lot Corners Shown Hereon Actually Exist And Their Location, Type And Material Are Correctly Shown And To The Best Of My Knowledge, All Minimum Requirements Of The Arkansas Minimum Standards For Land Surveys Have been Met.

Date of Execution: November 12, 2019



Arkansas Professional Surveyor, #1507

Pursuant To The Bentonville Subdivision Regulations And All Other Conditions And Approval Having Been Completed, This Document Is Hereby Accepted. This Certificate Is Hereby Executed Under The Authority Of The Said Rules And Regulations.

Date of Execution: _____

Signed: _____
Community Development Director

CERTIFICATE OF OWNERSHIP

We The Undersigned, Owners Of The Real Estate Shown And Described Herein, Do Herewith Certify That We Have Laid Off, Platted, And Subdivided And Do Hereby Dedicate To The Use Of The Public The Streets, Alleys, Drives, Easements, Etc. As Shown On Said plat.

Source Of Title: Special Warranty Deed 2015 Page 13646

Source Of Title: PLAT 2017 Page 937
Source Of Title: Limited Liability Company Warranty Deed L701915840

Date of Execution: _____

Signed: _____

Russ Humley, Manager
RLP Developments, LLC

State Of Arkansas

County Of

Sworn And Subscribed Before Me This Day ____ of ____, 2019.

Notary Public: _____

My Commission Expires:

Date of Execution: _____

Signed: _____

Russell L. Plumley, President
RIP Investments, LLC

State Of Arkansas

Effects of

Sworn And Subscribed Before Me This Day _____ of _____, 2019.

Notary Public: _____

My Commission Expires:

PROPERTY LINE ADJUSTMENT

being a Replat of Lots 80-87 & 93

*Willowbrook Farms Subdivision, Phase II
Creating LOTS 137-145*

WILLOWBROOK FARMS SUBDIVISION, PHASE II

Bentonville, Benton County, Arkansas

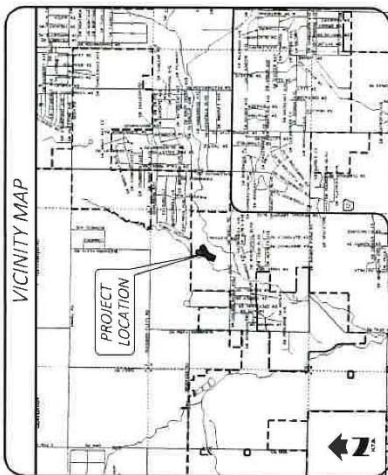
Project No. RLP-01

Date 11.12.19



SHIPLEY
MORRISON

407 SE COTTONWOOD STREET • BENTONVILLE, AR 72712 • 479 273 2209 • MORRISONSHIPLEY.COM



PARENT TRACT DESCRIPTION:

lots 80, 81, 82, 83, 84, 85, 86, 87 and 93, Willowbrook Farms Subdivision, Phase II, as shown in plat Book 2017, page 937, Bentonville, Benton County Arkansas.

ZONING			
R-1 - SINGLE FAMILY RESIDENTIAL			
MINIMUM SETBACK REQUIREMENTS (FT.)			
Front	Side		Rear
	Interior	Exterior	
20'	* 7'	20'	25'

*Subject to easement locations within lot.

 42. Submitter has one or more locations within lot |

ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOTS
137-145 OF WILLOWBROOK FARMS SUBDIVISION PHASE II TO THE CITY
OF BENTONVILLE, ARKANSAS (PROJECT NUMBER: PLA19-0032).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lots 137-145 of Willowbrook Farms Subdivision Phase II of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 3, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lots 137-145 of Willowbrook Farms Subdivision Phase II to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2019.

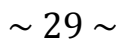
APPROVED:

ATTEST:

MAYOR

CITY CLERK





ORDINANCE NO. _____

**AN ORDINANCE ACCEPTING A PROPERTY LINE ADJUSTMENT OF LOT
14, BLOCK 5 OF CLARK'S 2ND ADDITION TO THE CITY OF BENTONVILLE,
ARKANSAS (PROJECT NUMBER: PLA19-0037).**

WHEREAS, pursuant to the provisions of Title 15 of the Bentonville Municipal Code, the property line adjustment of Lot 14, Block 5 of Clark's 2nd Addition of the City of Bentonville, Benton County, Arkansas was submitted to the Bentonville Planning Commission on December 3, 2019; and,

WHEREAS, said property line adjustment is attached hereto as Exhibit "A"; and,

WHEREAS, the Bentonville Planning Commission considered said property line adjustment on the date stated and at other times, and voted to recommend the approval of said property line adjustment to the City Council; and,

WHEREAS, the property line adjustment of real property as described herein has been submitted to the City Council for the City of Bentonville, and after consideration and deliberation, said Council is of the opinion that said property line adjustment should be approved.

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

Section 1: That the property line adjustment of Lot 14, Block 5 of Clark's 2nd Addition to the City of Bentonville, Arkansas, should be and the same is hereby accepted and approved for all purposes.

Section 2: That the Mayor and City Clerk be and are hereby authorized and directed to evidence the acceptance of said property line adjustment by certifying said acceptance on the approved property line adjustment.

PASSED AND APPROVED this _____ day of _____, 2019.

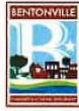
APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Reyes

1006 NW 3rd Street

PC Date: 12/3/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0034
Applicant / Current Owner	Marco Reyes-Riveriro 3004 Red Haven Street Bentonville, AR 72712
Site Area	+/- 0.26 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-4, High Density Residential
Future Land Use Map Designation	Low Density Residential

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

This property is located at the northeast corner of NW J Street and NW 3rd Street. The site is currently zoned R-1, Single Family Residential. Adjacent zonings are R-3, Medium Density Residential, to the north, R-1, Single Family Residential, to the east, west and south, and C-2, General Commercial, to the east.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Low Density Residential. These areas typically include detached single-family residential properties.

Analysis/Recommendation

Section 401.07.b, Residential District Density Standards, of the Zoning Code, identifies R-4, High Density Residential, as allowing for a maximum density of 24 dwelling units per acre. The R-4 district is established in order to provide high-density residential development. This area could exist in the older sections and newer developed areas of town. Such a district may be developed adjacent to, or in conjunction with neighborhood commercial or shopping center development. Adequate public utilities and services shall exist prior to or be provided in conjunction with development. Such a district may exist as a buffer zone between single-family and non-compatible use districts.

The site is currently an estimated 0.26 acres. This would allow a maximum of 6 dwelling units on this site, which would be compatible with the current density of the property to the north. In addition, property to the east, currently zoned R-1, Single Family Residential, serves as storm water detention or pass through for 231, 301, 307, 311 North Walton Boulevard and the Brook Hollow Subdivision to the south. The zoning classification for the storm water detention pass through should reflect that of the lot in which it resides, which is C-2, General Commercial. As it stands there is a split zoning classification on a single parcel. In conclusion, staff recommends approval of the rezoning request due to the site's surrounding uses.

1006 NW 3rd. STREET

REZONING REQUESTED

NARRATIVE

State the current zoning designation and proposed zoning designation.

- The current zoning designation is R-1; the proposed zoning designation is R-4. The proposed designation zoning change is required by the owner, who is Marco Reyes-Riveiro, who lives at 3004 Red Haven Street; phone number (479) 238-3230. No proposed sales at this time.
- Reason for requesting zoning change: it is making more efficient the use of the land in this beautiful city. The change of the zoning request will allow more people have the privilege of enjoying all the benefits of living in this well planned city.
- The approval of the change zoning requested will allow developing the planned project which will enhance the surrounding neighborhood.
- The use will be nice apartment building.
- Regarding the traffic, since all the city is growing, the traffic as well. However, considering the location of the property, which is close to Walton Boulevard, will not affect the traffic negatively. Its location will let its dwellers walk to the Square, enjoy walking on Central Street, to some restaurants, banks, Laundries, food stores and other kinds of business. Dwellers will have the opportunity to walk to the trail with beautiful landscaping which include river and bridges, this trail is about 1/3 mile from the apartments,
- Signage. Considering the size of the project, signage is not necessary.
- Appearance: its appearance will be elegant, modern, functional, attractive, clean and neat.
- The property has access to all the utilities and services, as follows: water, sewer, storm sewer, electrical power and gas.

NOTICE OF INTENT TO REZONE

MARCO REYES-RIVEIRO has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

R-1 to R-4

The legal description of the property is as follows:

SEE ADDENDUM

The common description of the property is: LAND LOT

Proposed land use: BUILDING APARTMENTS

The public hearing will be held DEC. 03, 20 19 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

☐ I/we have no objections to the rezoning.

☒ I/we object to the rezoning because:

NOT A good Idea To Build There
LOTS OF School Buss TRAFFIC, WITH APARTMENTS COME small
children THAT will get Run over A lot of people
don't STOP for THAT STOP sign ON 3rd & D ST

Signature

WILLIAM FOSTER

Printed Name

215 N.W.J. STREET

Physical Address

NOTICE OF INTENT TO REZONE

MARCO REYES-RIVEIRO has requested the Bentonville Planning

Commission to set a public hearing date to consider rezoning the following property from

R-1 to R-1

The legal description of the property is as follows:

SEE ADDENDUM

The common description of the property is: LAND LOT

Proposed land use: BUILDING APARTMENTS

The public hearing will be held DEC. 03, 20 19 at 5:00 p.m. It will be held at 305 SW A Street.

This notification is in response to the requirement that all property owners within 200 feet of said property must be notified. If you wish to express any comments about the requested rezoning, you may respond by the following methods:

1. Attend the public hearing and express your views.
2. Express your opinion in writing to the Planning Commission. You may mail this or deliver it to the City of Bentonville Planning Department, 305 SW A Street, Bentonville, AR 72712.
3. Use the bottom of this form to express your opinion by checking the appropriate box. (This may also be delivered or mailed to the above address.)

For more information, you may call the Planning Department at (479)271-3122 extension 2.

I/We have received notice of the public hearing for the rezoning of the above described property and:

- ☐ I/we have no objections to the rezoning.
☒ I/we object to the rezoning because:

This Area is single family housing NOT A good
idea To put APARTMENTS in a single family AREA
lots of fast traffic at this corner already

Signature

Salvador M Reyes

Printed Name

213 N W ST. Bentonville AR

Physical Address

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO R-4, HIGH DENSITY RESIDENTIAL (PROJECT NUMBER: RZ19-0034).

WHEREAS, Marco Reyes duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to R-4, High Density Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF BLOCK H IN FAIRVIEW HEIGHTS ADDITION TO BENTONVILLE, DESCRIBED AS BEGINNING AT A SAID POINT 684 FEET EAST AND 10 FEET NORTH OF S.W. CORNER OF SAID BLOCK H, RUNNING THENCE WEST 130 FEET, THENCE NORTH, 100 FEET, THENCE EAST 130 FEET, THENCE SOUTH 100 FEET TO THE PLACE OF BEGINNING. EXCEPT THE FOLLOWING TRACT OF LAND: A PART OF BLOCK "H" IN FAIRVIEW HEIGHTS ADDITION TO BENTONVILLE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF BLOCK "H", FAIRVIEW HEIGHTS ADDITION; THENCE N 80°53'22" E – 75.00 FEET; THENCE S 87°06'21" E – 480.87 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PROPERTY AND THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID PROPERTY N 02°19'32" E – 100.00 FEET TO THE NORTHWEST CORNER OF SAID PROPERTY; THENCE LEAVING SAID PROPERTY WEST LINE S 08°22'38" E – 93.10 FEET; THENCE S 87°02'05" E – 113.25 FEET TO A POINT ON THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE S 02°19'32" W – 7.16 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE ALONG THE SOUTH LINE OF THE SAID PROPERTY N 87°40'28" W – 130.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1,790 SQUARE FEET OR 0.04 ACRES MORE OR LESS,; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 3, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-4, High Density Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to R-4, High Density Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



Dharmadhikari & Patil

1205 SE 33rd Street

PC Date: 12/3/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0035
Applicant / Current Owner	Rohit Dharmadhikari & Padma Patil 1203 SE 33 rd Street Bentonville, AR 72712
Site Area	+/- 1.39 acres
Current Zoning	R-1, Single Family Residential
Requested Zoning	R-O, Residential Office
Future Land Use Map Designation	High Density Residential

<http://geo.bentonvillear.com/mgweb/PZ.pending/>

Location Map



Property Description

This property is located north of SE 33rd Street. The site is currently zoned R-1, Single Family Residential. Adjacent zonings are C-2, General Commercial, to the north, R-3, Medium Density Residential, to the east, and A-1, Agricultural, to the south and west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as High Density Residential. These areas typically include apartments, condominium buildings, and special types of group living. These areas vary greatly in terms of density depending on scale.

Analysis/Recommendation

The property is currently the site of a Type B Home Occupation Conditional Use that was approved by Planning Commission on January 17, 2017. The applicant is requesting the rezoning due to a slight change in use, which would better define the business as a "cultural studio." The R-O zoning designation allows a cultural studio by right.

The R-O district is designed primarily to provide an area for offices without limitation to the nature or size of the office, together with community facilities and compatible residential uses. It is further the intent of this district to establish a transition area where the continuation of residential activity is no longer practical between residential and nonresidential uses.

Section 401.07.b, Residential District Density Standards, the R-O district allows for six (6) units per acre, which is consistent with R-1, Single Family Residential. In conclusion, staff recommends approval of the rezoning request due to the site's surrounding uses and general compatibility with the Future Land Use Plan.



October 28, 2019

Planning Department
City of Bentonville
305 SW 'A' Street
Bentonville, AR 72712

Re: **Rezoning Request Narrative**
1205 (& 1203) SE 33rd Street

Dear Planning Department,

This submittal is a rezoning request for **Lot 1, Rohit Subdivision from R-1 to R-O.**

The rezoning change is for replacement of a Conditional Use Permit for Type B Home Occupation - Yoga Studio. The change is being request due to slight change in use and changes to current zoning regulations. The 'Cultural Studio' definition in the code is a better fit than other alternatives. This would be allowed by right in R-O zone.

The owners are Padmavati Patil and Rohit Dharmadhikari and they reside at the address in the home adjacent to Yoga Studio building.

The original conditional use Project Number is 16-0200012.

Note the lot per County GIS address is 1205 SE 33rd Street and the owners mailing address is 1203 SE 33rd Street even though it is one lot as per the plat recorded 04/07/2017.

Surrounding properties have not complained to the owners to date. Most surrounding properties are senior apartments, assisted living, or nursing homes. Also a home business is west of the property. The only single family adjacent home is to the south across the street and it is rented out by the investment company.

The Yoga Studio building is about 2,400 sf.

Hours of operation: Monday, Tuesday, and Thursday -	7:00-8:30 pm
Saturday -	9:00-10:30 am & 4:30-6:00 pm
Sunday -	4:30-6:00 pm

479.636.8200 - 2000 Town West Dr. Rogers, AR 72756-2129 - CindaLLG@tw.arcoxml.com

Page 2 of 2
Rezone Request Narrative
1205 (1203) SE 33rd Street
October 28, 2019

All activities are indoors and there is no outdoor light changes planned. There are 5-10 people per session. The property owner conducts the sessions and there are no employees. There are limit planned indoor changes only as request by Fire Marshall.

Parking needs are between 5-10 spaces. This will be provided by the proposed loop residential style hard surface drive in front of the Yoga Studio. The drive is designed to accommodate at least 5 vehicles with access to leave without restrictions plus 5 additional vehicles can be accommodated on the east side of the hard surface loop drive but will have to wait on the hard surface drive till others leave. Driving on the grass or through landscape areas will not be allowed. Fire and emergency access can still be accommodated via the west side of the loop drive. The drive width on this side is wider to the proposed garage as requested by Fire Marshall.

No signage is planned at this time.

The appearance will not change except for proposed owners garage, to match the home, and the loop residential style drive to the Yoga Studio. The intent is to save most of the existing trees between the street and the Yoda Studio.

The existing building currently has water, sewer and electric.

If you have any questions please do not hesitate to call.

Sincerely,

Lucinda B. Grelle

Lucinda Brunson Grelle, PE

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF R-1, SINGLE FAMILY RESIDENTIAL TO R-O, RESIDENTIAL OFFICE (PROJECT NUMBER: RZ19-0035).

WHEREAS, Rohit Dharmadhikari and Padma Patil duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of R-1, Single Family Residential to R-O, Residential Office to be used in accordance with city zoning laws and state laws, which property is described as follows:

LOT 1, ROHIT SUBDIVISION TO BENTONVILLE, BENTON COUNTY, AR AS SHOWN ON PLAT RECORD BOOK 2017 PAGE 292, RECORDED IN THE BENTON COUNTY CLERK'S OFFICE, BENTONVILLE, ARKANSAS; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 3, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of R-1, Single Family Residential to R-O, Residential Office.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of R-1, Single Family Residential to R-O, Residential Office to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK

REZONING STAFF REPORT



WM 63 RE 1, LLC

Ginn Road

PC Date: 12/3/2019

Reviewer: Ali Worley, Planning Technician

Project Number	RZ19-0036
Applicant / Current Owner	WM 63 RE 1, LLC 885 3 rd Avenue, Rm 2403 New York, NY
Site Area	+/- 36.18 acres
Current Zoning	PUD, Planned Unit Development
Requested Zoning	R-2, Duplex & Patio Home Residential
Future Land Use Map Designation	Agriculture

<http://geo.bentonvillear.com/mgweb/PZpending/>

Location Map



Property Description

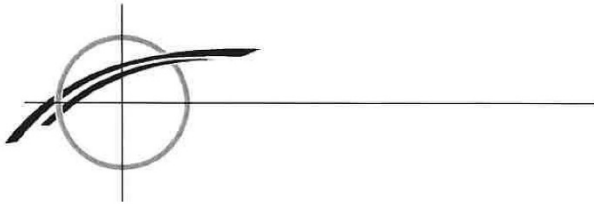
This property is located west of Ginn Road. The site is currently zoned PUD, Planned Unit Development. Adjacent zonings are R-2, Duplex & Patio Home Residential, to the east, R-1, Single Family Residential, to the south, and Centerton city limits to the north and west.

Relationship to the General Plan

The Future Land Use Plan currently depicts this property as Agriculture. These areas typically include larger properties and may include residence and farm-related structures.

Analysis/Recommendation

Section 401.07.b, Residential District Density Standards, of the Zoning Code, identifies R-2, Duplex & Patio Home Residential, as allowing for a maximum density of 9 dwelling units per acre. The R-2 district encourages the basic land use restrictions as the R-1, Single Family Residential, district, but permits a slightly higher density. The R-2 district may be located in developed or undeveloped areas where an environment compatible with moderate density residential development can be established. In addition, according to City of Centerton's Future Land Use Plan, the site is adjacent to Mixed-Use and High Density Residential. In conclusion, staff recommends approval of the rezoning due to the site's surrounding uses.



SWOPE ENGINEERING

Civil Engineering and Surveying
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

October 28, 2019

City of Bentonville Planning Department

Attn: Jon Stanley
305 SW "A" Street
Bentonville, AR 72712

**Re: Rezone Request Narrative
Ginn Rd
Expired PUD to R-2
parcel 01-00828-511 & 01-00828-520**

Dear Mr. Stanley,

Please accept this narrative for the subject rezone to R-2 (multi-family residential). Prior to this request we have discussed this property with many of the staff members of various departments in the city. As you know, this land is in Centerton's water boundary and will be served in all other ways via Bentonville oversight. Listed below is our response to each of the application-required topics.

Current zoning: The current zoning of these properties is expired PUD, and the land is undeveloped.

Reason for zoning change request: The applicant intends to develop the land into a medium-density subdivision by extending nearby roads and utilities.

How property will relate to surrounding properties:

EAST- The land east is currently zoned R-2, medium density residential. These lands, all north of the proposed collector, will be located north of the proposed collector street (Shell Road), provided sufficient buffer between zones.

NORTH – a proposed subdivision in under design inside Centerton, north of our site.

SOUTH/WEST- The land, that is adjacent to the south and west, is in the county and not zoned.

Use: Proposed use in an R-2 zone would include duplexes and other medium-density residential uses.

Traffic: Increased traffic in this area will be accommodated through an existing and proposed network of collector streets. Ginn Road will be upgraded to a Collector Street on our half of the frontage, as required by code, and Osage Hills will improve the other half.

Signage: Signage is planned in order to advertise this subdivision. The specifics are not known yet, however all city codes/requirements will be followed, including size, height and material types.

Appearance: This proposed R-2 development will look like most other similar subdivisions in this area of the city. The builder is proposing an upscale duplex product.

Availability of water and sewer: Centerton has facilities nearby, and they will serve this land.

This application is submitted to gain your support, and for the board's approval. Please let me know if you have any questions or concerns.

Regards,

A black rectangular redaction box covering the signature of Phil R. Swope.

Phil R Swope, PE
President

ORDINANCE NO. _____

AN ORDINANCE CHANGING REAL ESTATE IN THE CITY OF BENTONVILLE, ARKANSAS, FROM ITS PRESENT ZONING CLASSIFICATION OF PUD, PLANNED UNIT DEVELOPMENT TO R-2, DUPLEX AND PATIO HOME RESIDENTIAL (PROJECT NUMBER: RZ19-0036).

WHEREAS, WM 63 RE 1, LLC duly filed a petition with the Planning Commission requesting that the hereinafter described property situated in Benton County, Arkansas, be changed from its present zoning classification of PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential to be used in accordance with city zoning laws and state laws, which property is described as follows:

PART OF THE SE 1/4 OF THE NW 1/4 OF SECTION 9, TOWNSHIP 19 NORTH OF RANGE 31 WEST, BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SE CORNER OF THE SE 1/4 OF THE NW 1/4 OF SAID SECTION 09;THENCE N 87°10'41" W 45.00 FEET, TO THE POINT OF BEGINNING; THENCE N 87°10'51" W 1271.80 FEET;THENCE N 02°09'55" E 1322.55 FEET;THENCE S 87°01'42" E 1009.93 FEET;THENCE S 02°10'38" W 215.69 FEET;THENCE S 87°01'04" E 258.77 FEET;THENCE S 01°59'59" W 210.37 FEET;THENCE N 87°23'27" W 135.15 FEET;THENCE S 02°36'36" W 353.48 FEET;THENCE N 48°44'38" E 135.93 FEET;THENCE N 65°24'26" E 44.63 FEET;THENCE S 01°59'59" W 654.20 FEET, THE POINT OF BEGINNING, LESS AND EXCEPT COMMENCING AT THE SE CORNER OF SAID SECTION 9;THENCE N 87°10'44" W 268.35 FEET; THENCE N 02°49'16" E 164.75 FEET, TO THE POINT OF BEGINNING;THENCE N 87°11'33" W 206.84 FEET; THENCE N 02°22'44" E 202.92 FEET; THENCE N 85°37'09" E 208.28 FEET; THENCE S 02°22'24" W 228.99 FEET, THE POINT OF BEGINNING, CONTAINING 1.02 ACRES (44,666 SF), MORE OR LESSALL CONTAINING 35.30 ACRES, MORE OR LESS, BEING SUBJECT TO ANY COVENANTS, EASEMENTS, AND RIGHT-OF-WAYS OF RECORD OR FACT.; and,

WHEREAS, the Planning Commission duly met and considered the application and duly set the petition for public hearing to be held December 3, 2019 in the Council Chambers of the City of Bentonville; and,

WHEREAS, public notice of said hearing having been published in the Benton County Daily Record for the time and in the manner required by law; and,

WHEREAS, the Planning Commission voted to recommend to the City Council that the petition be approved and that said property be rezoned from its present classification of PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential.

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

Section 1: That the above described real property is hereby changed from its present zoning classification of PUD, Planned Unit Development to R-2, Duplex and Patio Home Residential to be used in accordance with the city zoning laws and state laws.

PASSED AND APPROVED this _____ day of _____, 2019.

APPROVED:

ATTEST:

MAYOR

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☒	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Ellen Norvell

Department

Community Development

Phone

271-3122

ACTION REQUIRED:

Reappointment of Sam Pearson to the Board of Adjustment effective January 1, 2020 to a five-year term that expires on December 31, 2024. This is Sam Pearson's second term. Request for reappointment is attached.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: December 10, 2019
Re: Reappointment of Sam Pearson to the Board of Adjustment

I recommend Sam Pearson for appointment to the City of Bentonville's Board of Adjustment. See attached email.


Stephanie Orman, Mayor

From: Pearson, Sam
Sent: Wednesday, November 13, 2019 9:05 AM
To: Jon Stanley
Cc: Alison Worley; Tyler Overstreet; Assistant to the Mayor; Ellen Norvell
Subject: RE: BOA Reappointment

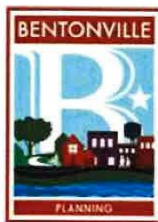
Jon
If the city and Mayor will have me, I would like to be reappointed for a new 5 year term.
Thank you
Sam

Sam Pearson
479-685-4378
Director of Sales (Central Region)


From: Jon Stanley
Sent: Wednesday, November 13, 2019 9:00 AM
To: Pearson, Sam
Cc: Alison Worley; Tyler Overstreet ; Assistant to the Mayor; Ellen Norvell
Subject: BOA Reappointment

Sam,

Your BOA reappointment is due in January 2020. Would you like to be reappointed to the BOA for another 5 year term?



Jon Stanley
Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271-6807
www.bentonvillear.com



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☒	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Ellen Norvell

Department

Community Development

Phone

271-3122

ACTION REQUIRED:

Reappointment of Joe Haynie to the Board of Adjustment effective January 1, 2020 to a five-year term that expires on December 31, 2024. This is Joe Haynie's second term. Request for reappointment is attached.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMO



To: City Council Members and City Clerk
From: Stephanie Orman, Mayor
CC Date: December 10, 2019
Re: Reappointment of Joe Haynie to the Board of Adjustment

I recommend Joe Haynie for appointment to the City of Bentonville's Board of Adjustment. See attached email.


Stephanie Orman, Mayor

Alison Worley

From: Jon Stanley
Sent: Thursday, November 14, 2019 3:59 PM
To: Alison Worley
Subject: FW: BOA Reappointment



Jon Stanley
Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122
Fax: 479.271-6807
www.bentonvillear.com

From: Joe Haynie
Sent: Wednesday, November 13, 2019 3:55 PM
To: Jon Stanley
Subject: Re: BOA Reappointment

Yes, I would like to be reappointed to the BOA.
Joe Haynie

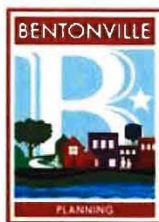
Sent from my iPad

On Nov 13, 2019, at 8:58 AM, Jon Stanley <JStanley@bentonvillear.com> wrote:

Good morning Joe,

To follow up our discussion last night with the PC members at the tech review meeting, will you please reply to this email to confirm that you would like to be reappointed to the BOA as the PC representative?

Thank you,



Jon Stanley Senior Planner
305 SW A Street
Bentonville, AR 72712
Office: 479.271.3122 Fax: 479.271-6807
www.bentonvillear.com



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☐	Resolution	
☒	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of Mayor Stephanie Orman's recommendation to reappoint Michelle Malashock and Craig Gilbert to the Parks and Recreation Advisory Board. Also, to appoint Eileen Patrick to the board replacing Courtney Schaefer. Terms to Expire on December 31, 2022.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor McCaslin
From: David Wright, Parks and Recreation Director
Date: November 18, 2019
Re: City Council approval of Mayor Stephanie Orman's recommendation to reappoint Michelle Malashock and Craig Gilbert, and appoint Eileen Patrick to the Parks and Recreation Advisory Board.

Parks and Recreation Staff seeks approval of the appointment of one new member, as well as the reappointment of two current members to the Parks and Recreation Advisory Board (PRAB). The PRAB is comprised of nine (9) members and one (1) City Council Member. PRAB Member terms are three years in length and members are able to serve two (2) consecutive terms. By ordinance, the Mayor recommends potential members to the City Council for approval.

In October, Staff began advertising openings for this board. During the six week advertising period, we received 19 applications for the position. Each new applicant received an interview.

After interviewing each candidate, I forwarded our recommendations to the Mayor for her appointment. Michelle Malashock and Craig Gilbert were selected to return to the board and serve their second term. Eileen Patrick will replace Courtney Schaefer and her term will expire in December 2022. Eileen comes to the board as a 9 year resident of Bentonville with experience in our parks system and as a participant and volunteer in multiple programs. She should prove to be a valuable asset to our department as we move forward.

If you have any questions, regarding this item, please contact me at 464.7275, or email dwright@bentonvillear.com.

Attachments:
New Member Applications



December 5, 2019

To: City Council Members & City Clerk
From: Mayor Stephanie Orman
Subject: Reappointment of Michelle Malashock & Craig Gilbert to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Michelle Malashock & Craig Gilbert for reappointment to the City of Bentonville's Parks and Recreation Advisory Board. Ms. Malashock and Mr. Gilbert's terms will expire on December 31, 2022.

^{So}
Stephanie Orman

Tracy Acosta

Michelle Malashock

From: David Wright
Sent: Friday, October 18, 2019 3:38 PM
To: Tracy Acosta
Subject: FW: Board seat



David Wright
Director

215 SW A St. Bentonville. AR 72712
P: 479.464.7275
www.playbentonville.com

From: Michelle L. Malashock
Sent: Friday, October 18, 2019 3:24 PM
To: David Wright <dwright@bentonvillear.com>
Subject: Board seat

Hi David!

Yes I am interested in another term on the board.

Thanks for the reminder!
Michelle

Tracy Acosta

Craig Gilbert

From: David Wright
Sent: Tuesday, September 10, 2019 12:47 PM
To: Tracy Acosta
Subject: FW: PRAB



David Wright
Director

215 SW A St, Bentonville, AR 72712
P: 479.464.7275
www.playbentonville.com

From: Craig Gilbert
Sent: Tuesday, September 10, 2019 12:13 PM
To: David Wright
Subject: PRAB

David,

Per our conversation, this note is to inform you that I would very much like to be considered for another term on the Parks and Recreation Advisory Board. I found it hard to believe it has been three years already! I enjoy the heck out of our monthly meetings and would like to continue. Let me know next steps.

Craig

--
Craig Gilbert
Surge Consulting



December 5, 2019

To: City Council Members & City Clerk

From: Mayor Stephanie Orman

Subject: Appointment of Eileen Patrick to the City of Bentonville's Parks and Recreation Advisory Board.

I recommend Eileen Patrick for appointment to the City of Bentonville's Parks and Recreation Advisory Board. Mrs. Patrick's term will expire on December 31, 2022.


Stephanie Orman



APPLICATION FORM

For appointment to City of Bentonville Boards & Commissions

Please Print or Type all Answers

RECEIVED
10-18-19

APPLICANT INFORMATION

Name Eileen Patrick

If married, spouse's name Clayton Patrick

Home Address

City Bentonville

Zip Code 72712

Home/Cell Phone

Business Phone

Email Address

Occupation mom

Employer

Length of Residency in Bentonville 9 years

FOR OFFICE USE ONLY

Board / Commission Appointed to:

Date of Appointment:

Term Expires:

Terminate:

Replaced:

REFERENCES

Name Mike Rush

Phone

Email

Name Allyson De la Houssaye

Phone

Email

Please select all commissions / boards for which you would like to be considered:

- | | |
|--|---|
| ☐ Advertising & Promotion Commissions | ☐ NACA Board |
| ☐ Airport Advisory Board | ☐ Ozark Regional Transit Authority (Bville representative) |
| ☐ Bentonville Facility Board | ☒ Parks & Recreation Advisory Board |
| ☐ Board of Adjustment | ☐ Planning Commission |
| ☐ Bentonville House Authority | ☐ Public Art Advisory Committee |
| ☐ Criminal Nuisance Abatement Board | ☐ Tree & Landscape Advisory Committee |
| ☐ Library Advisory Board | ☐ Utility Board |

1. What are your qualifications for serving on this commission or board, including education and expertise in the subject matter?

See attached.

2. Why would you like to be considered for appointment to this commission or board?

See attached.

RETURN THIS APPLICATION TO: Submit by E-mail to Janice Hopkins, jhopkins@bentonvillear.com or deliver to the Mayor's Office, 117 West Central, Bentonville, AR 72712. If you have any questions, call 271-3112. If you are not appointed, your application will be kept for one year and will automatically be resubmitted during that time. After a year if you want to be considered for a position, you will need to reapply.

What are your qualifications for serving on this commission or board, including education and expertise in the subject matter? @

My qualifications are most certainly based on experience. As a member of the Rush Racing Team I am a frequent user of the greenway, trails, and track. I volunteer with the Women of Oz as a ride leader for their flagship rides and various other rides and events they host. In addition to those two programs I am also a road, gravel, greenway, and singletrack cyclist. I have four small children (ages 2-9) who are also users of the parks, trails, and greenway. My life is immersed in the Bentonville park and recreation world, and I couldn't be more grateful for it.

Why would you like to be considered for appointment to this commission or board?

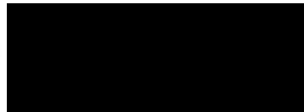
Quite honestly, who wouldn't want to be a part of this rad growth Bentonville is going through? This city is making amazing strides towards inclusivity in their parks, accessibility to everything through alternative means of transportation, and connecting communities. I think it's incredibly important, as a mom whose children will grow up in this town and personally as an avid user of the parks and rec facilities, to be able to be a part of it.

Restrictions on Appointees

By signing below, applicants confirm their awareness that persons appointed to offices of the city are bound by the following rules:

1. It is unlawful to use or attempt to use a city position to gain special privileges or exemptions for yourself, family members, or others in a substantial financial relationship. A.C.A. § 21-8-304(a).
2. It is unlawful to accept employment or engage in public or professional conduct that would require or induce you to disclose confidential city information. A.C.A. § 21-8-304(b).
3. It is unlawful to use information gained by virtue of public service for personal gain or benefit. A.C.A. § 21-8-304(b).
4. It is unlawful to accept a gift or compensation, as defined by law, other than the income and benefits provided by the city, for the performance of the duties and responsibilities of your position. A.C.A. § 21-8-801(a).
5. It is unlawful to be interested, directly or indirectly, in the profits of any contract with the city unless disclosed and permitted by city council. A.C.A. § 14-42-107(b).
6. It is unlawful to receive or furnish utility services unless payment is made according to the usual and regular rates, and in the same manner as the general public. A.C.A. 14-42-108.
7. No person may serve as an officer of the city who has been convicted of a felony offense, or a misdemeanor offense that meets the following definitions:
 - a. Embezzlement of public money,
 - b. Bribery,
 - c. Forgery,
 - d. Abuse of office,
 - e. Tampering, or
 - f. An offense involving deceit, fraud, or false statement, including without limitation a misdemeanor offense related to the election process.

Signature:



Date 10.18.2019



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-55
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Bid Award approval by City Council for Parks and Recreation for the Run Bentonville Half Marathon Shirts.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 24, 2019
Re: City Council Bid Award 19-55 from Jet Custom Screen Printing for the Run Bentonville Half Marathon shirts.

Parks and Recreation is seeking City Council's approval in awarding bid No. 19-55 to Jet Custom Screen Printing for the amount of \$22,242.74 for the Run Bentonville Half Marathon shirts.

The 2020 Half Marathon will occur on Saturday, April 4th on the Downtown Bentonville Square. The program has grown in participation every year with more with almost 3,000 runners participating in 2019. As a part of the registration fee for the event, runners receive a race t-shirt.

With the continued growth of this event and increased number of runners, we now need to formally bid the shirts with the expectation that the order will exceed the \$20,000 threshold. Jet Custom Screen Printing is the low bidder for the overall price of the shirts (please see attachment).

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com.

Attachments:

Run Bentonville Half Marathon Shirt Bid Tabulation



BID TABULATION:
2020 RUN BENTONVILLE HALF MARATHON - T-SHIRTS
IFB-19-55
BID OPENING:
FRIDAY, SEPTEMBER 13, 2019
at 2:00 P.M

BIDDER NAME	BID COMPLETE	AS SPECIFIED	DELIVERY DATE	TOTAL PRICE FOR SPORT-TEK COMPETITOR TECH TEES	TOTAL PRICE FOR VOLUNTEER SHIRTS 50/50 BLEND T-SHIRT	TOTAL BID PRICE
JET CUSTOMS	YES	YES	3/9/2020	\$ 20,794.05	\$ 1,448.69	\$ 22,242.74
CREATIVE AWARDS	YES	YES	3/10/2020	\$ 24,457.92	\$ 1,298.56	\$ 25,756.48
BIG FROG CUSTOM T-SHIRTS AND MORE OF NWA	YES	YES	3/6/2020	\$ 22,753.44	\$ 1,301.95	\$ 24,055.49



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-56
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Bid Award approval by City Council for Parks and Recreation for the Run Bentonville Half Marathon Finisher Hoodies.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 24, 2019
Re: Council approval of bid award to Greenlayer for the purchase of Run Bentonville Half Marathon Hoodies for the 2020 event.

Parks and Recreation is seeking City Council's approval of a bid award for bid IFB-19-56 for \$19,825 for the purchase of Finisher Hoodies for the Run Bentonville Half Marathon.

One of the encouragement items participants receive upon completion of the Bentonville Half Marathon event is a "Finisher Hoodie". We began offering this in 2015 as an added value to all runners who successfully complete the race. Based on participant feedback, this is something our participants look forward to receiving each year.

In an effort to be as respectable as possible to our participants and our taxpayers, we formally bid the item, although the total amount does not exceed the \$20,000 threshold. Greenlayer is the low bidder for the overall price of the hoodies (please see attachment). While the original purchase amount does not exceed the \$20,000 amount, any further orders will put us over the threshold and we feel it is important to seek City Council approval at this time in preparation for that scenario.

The expenses for these shirts, and all other expenses, for this event are covered in the revenue produced in sponsorships and registration fees.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com

Attachments:

Bid Tabulation



BID TABULATION:
2020 RUN BENTONVILLE HALF MARATHON - FINISHER HOODIES
IFB-19-56
BID OPENING:
FRIDAY, SEPTEMBER 13, 2019
at 2:30 P.M

BIDDER NAME	BID COMPLETE	AS SPECIFIED	DELIVERY DATE	SAMPLE PROVIDED	TOTAL BID PRICE
GREENLAYER	YES	YES	3/9/2020	YES	\$ 19,825.00
CREATIVE AWARDS, INC.	YES	NO	3/8/2020	YES	\$ 36,305.82
CHEETAH GRAPHICS CO, INC (SAMPLE A - ATHLETIC HOODIE)	YES	YES	3/2/2019	YES	\$ 38,538.53
CHEETAH GRAPHICS CO, INC (SAMPLE B - FLEECE HOODIE)	YES	YES	3/2/2019	YES	\$ 59,618.37



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

City Council approval of an ordinance establishing fees for 2020 for the Parks and Recreation Department.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: City Council approval of an ordinance establishing fees for recreation programs for 2020

Parks and Recreation is seeking City Council's approval of an ordinance establishing fees for recreation programs for 2020. Parks and Recreation Advisory Board reviewed and approved these fees at the October meeting.

Annually, as part of the budget process, Parks and Recreation staff builds program budgets for each recreation program. Every expense for these programs are analyzed ensuring that proper fees are being established to cover all related expenses.

Attached is a list of all fees for 2020. As you will see, most fees are the same price as 2019. However, a small number of programs will see a minimal fee increase to compensate for inflation and program improvements.

Finally, the attached spreadsheet shows a variety of family friendly events that are free to the public. These events include our 4th of July Fireworks, the In the Park Summer Series and Halloween events.

If you have any questions regarding this item, please call me at 464.7275 or email jstacey@bentonvillear.com

Attachments:
2020 Program Fee Schedule



**Bentonville Parks and Recreation
2020 Recreation Programs - Fee Schedule**

Community Center Memberships	2019 Resident Fees	2019 Non-Resident Fees	2020 Resident Fees	2020 Non-Resident Fees
Adult Annual Membership	\$200	\$274	\$200	\$274
Adult Monthly Membership	\$19	\$25	\$19	\$25
Adult Multi-Pack Pass	\$75	\$87	\$75	\$87
Youth Annual Membership	\$125	\$184	\$125	\$184
Youth Monthly Membership	\$13	\$17	\$13	\$17
Youth Multi-Pack Pass	\$53	\$62	\$53	\$62
Senior Annual Membership	\$125	\$184	\$125	\$184
Senior Monthly Membership	\$13	\$17	\$13	\$17
Senior Multi-Pack Pass	\$53	\$62	\$53	\$62
Family Annual Membership	\$425	\$489	\$425	\$489
Family Monthly Membership	\$38	\$45	\$38	\$45
Adult Day Pass	\$5	\$8	\$5	\$8
Youth Day Pass	\$5	\$8	\$5	\$8
Senior Day Pass	\$5	\$8	\$5	\$8
Annual Membership Special 1 14 Month Membership; Goody Swag Bag	Same Price As Annual Memberships Listed Above			
Annual Membership Special 2 13 Month Membership; Guest Punch Pass Card	Same Price As Annual Memberships Listed Above			
Annual Membership Special 3 13 Month Membership; Personal Training Session; Inbody Assessment	Same Price As Annual Memberships Listed Above			
Annual Membership Special 4 13 Month Membership; Entry to Race Series Race	Same Price As Annual Memberships Listed Above			

Community Center Rentals	2019 Member Fees	2019 Non-Member Fees	2019 Non-Member Fees	2020 Non-Member Fees
Community Room - 1 Room/hr	N/A	\$40	N/A	\$40
Community Room - 2 Rooms/hr.	N/A	\$60	N/A	\$60
Community Room- 3 Rooms/hr	N/A	\$80	N/A	\$80
Community Room- 4 Rooms/hr	N/A	\$100	N/A	\$100
Community Rooms Rental - Kitchen	N/A	\$20	N/A	\$20
Pool Party Room	N/A	\$150	N/A	\$150
After Hours per hr	N/A	\$30	N/A	\$30
Community Center Rental- Lock-In	N/A	\$1,400	N/A	\$1,400

Community Center Recreation Programs	2019 Member Fees	2019 Non-Member Fees	2019 Non-Resident Fees	2020 Member Fees	2020 Non-Member Fees	2020 Non-Resident Fees
Camp Adventure	\$95	N/A	\$135	\$95	N/A	\$135
Camp Castaway	\$30	\$35	N/A	\$30	\$35	N/A
Camp Memorial	\$85	N/A	\$125	\$85	N/A	\$125
Camp Mountain Bike	\$70	N/A	\$95	\$70	N/A	\$95
Camp Mountain Bike- Spring	\$70	N/A	\$95	\$70	N/A	\$95
Camp Tennis	\$125	N/A	\$165	\$125	N/A	\$165
Camp Basketball	\$90	\$100	N/A	\$90	\$100	N/A
Camp Lacrosse	\$75	N/A	\$115	\$75	N/A	\$115
Camp Triathlon	\$60	N/A	\$85	\$60	N/A	\$85
Camp Jr. Lifeguard	\$50	N/A	\$75	\$50	N/A	\$75
Camp Soccer- Spring Break (5-14 yrs.)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Spring Break 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- 1st Kicks (3-5)	\$110	N/A	\$150	\$110	N/A	\$150
Camp Soccer- Half Day (6-16 yr)	\$150	N/A	\$190	\$150	N/A	\$190
Camp Soccer- Tetra Brazil (under 16 yr)	\$160	N/A	\$200	\$160	N/A	\$200
Camp Soccer Goal Keeper/Scorer	\$150	N/A	\$190	\$150	N/A	\$190

Camp Lego- Mind Craft	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Mega Mine craft	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Star Wars	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Comic Creator	\$140	\$135	N/A	\$140	\$135	N/A
Camp Lego-Mixed Camp-Spring Break	\$125	\$135	N/A	\$125	\$135	N/A
Camp Lego- Fall Mega Mine craft	\$50	\$60	N/A	\$50	\$60	N/A
Camp Lego -Thanksgiving Mixed Camp	\$50	\$60	N/A	\$50	\$60	N/A
Camp Lego- Pirate Quest (New Years)	\$75	\$85	N/A	\$75	\$85	N/A
Camp Mad Science	\$85	\$95	N/A	\$85	\$95	N/A
Camp Mad Science (spring break/Fall break)	\$85	\$95	N/A	\$85	\$95	N/A
Camp Musical Theatre	\$135	\$145	N/A	\$135	\$145	N/A
Camp Art- Crystal Bridges Session 1	\$120	\$150	N/A	\$120	\$150	N/A
Camp Art- Crystal Bridges Session 2	\$120	\$150	N/A	\$120	\$150	N/A
Camp Art- Crystal Bridges Session 3	\$120	\$150	N/A	\$120	\$150	N/A
Camp Community Center- Summer	\$85	\$95	N/A	\$85	\$95	N/A
Camp Youth Tech Animation	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Icode	\$135	\$145	N/A	\$135	\$145	N/A
Camp Youth Tech Movie Makers	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Application Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Web Design	\$150	\$160	N/A	\$150	\$160	N/A
Camp Youth Tech Igame Creators	\$145	\$155	N/A	\$145	\$155	N/A
Camp Youth Tech Video Game Design	\$160	\$170	N/A	\$160	\$170	N/A
Camp Fencing	\$135	\$145	N/A	\$135	\$145	N/A
Art- Crystal Bridges Classes	\$10	\$13	N/A	\$10	\$13	N/A
Babysitting Certification Class	\$100	\$110	N/A	\$100	\$110	N/A
Volleyball Lessons	\$90	\$100	N/A	\$90	\$100	N/A
Fencing	\$100	\$110	N/A	\$100	\$110	N/A
Group Swim Lesson	\$65	\$75	N/A	\$70	\$80	N/A
Private Swim Lesson	\$30	\$35	N/A	\$30	\$35	N/A
Masters Swim Team	\$32	\$38	N/A	\$32	\$38	N/A
Swim Team- Barracudas	\$65	\$75	N/A	\$65	\$75	N/A
Home School Swim Team	\$25	\$30	N/A	\$65	\$75	N/A
Lifeguard Recertification Class	\$150	\$150	N/A	\$150	\$150	N/A
Lifeguard Certification Class	\$285	\$285	N/A	\$285	\$285	N/A
Father Daughter Dance	\$45	\$50	N/A	\$45	\$50	N/A
Mother Son Dance	\$45	\$50	N/A	\$45	\$50	N/A
Personal Training- 30 Min	\$30	\$40	N/A	\$30	\$40	N/A
Personal Training- 60 Min	\$50	\$60	N/A	\$50	\$60	N/A
Bootcamp	\$75	\$85	N/A	\$75	\$85	N/A
Stroller Bootcamp	\$40	\$45	N/A	\$40	\$45	N/A
Zumbathon	\$0	\$15	N/A	\$0	\$15	N/A
Ballet Dance	\$50	\$60	N/A	\$50	\$60	N/A
Hip Hop Dance	\$50	\$60	N/A	\$50	\$60	N/A
Story Time Fitness	\$50	\$60	N/A	\$50	\$60	N/A
Mommy and Me Dance	\$30	\$40	N/A	\$30	\$40	N/A
Inbody Fitness Evaluation	\$10	\$15	N/A	\$20	\$25	N/A

ORDINANCE NO. _____

**AN ORDINANCE ESTABLISHING CERTAIN FEES FOR
THE CITY OF BENTONVILLE PARKS AND
RECREATION DEPARTMENT AND COMMUNITY
CENTER.**

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

Section 1: That certain rates and fees for the Bentonville Parks and Recreation Department and Community Center should be and the same are hereby established as set forth in the fee schedule attached hereto as Exhibit "A".

Section 2: That all ordinances or parts of ordinances in conflict herewith should be and the same are hereby repealed.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☐	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☒	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution for Council approval authorizing the Mayor and Clerk to enter into agreement with Ann O'Sullivan to offer Personal Training and Fitness Services for Bentonville Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: Ann O'Sullivan- Personal Training and Fitness Contractor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Ann O'Sullivan for the service of personal training and fitness services for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Ann O'Sullivan. The agreement will be for her to serve as a Personal Trainer at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs. O'Sullivan to exceed \$20,000 in total payments over the course of 2020. We are requesting Council approval to pay Mrs. O'Sullivan an amount exceeding \$20,000 during the 2020 year. Mrs. O'Sullivan estimated payment for 2020 is \$25,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 22 (day) day of November (month), 2019, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Ann O'Sullivan, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Fitness Services, defined herein, located at Bentonville Parks & Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 1 (day), 2020 (year), and will terminate on December (month) 31 (day), 2020 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Personal Training

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2019/2020



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
30 Minute Session	Per Session	\$ 25.00
60 Minute Session	Per Session	\$ 40.00
		\$ _____.00
		\$ _____.00
		\$ _____.00
		\$ _____.00

The City estimates \$ 25000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

22 DAY OF Nov (MONTH), 2019 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

[Redacted Signature]

Instructor Signature

Ann O'Sullivan

Instructor (Printed Name)

Instructor Address _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH ANN
O’SULLIVAN FOR INSTRUCTIONAL RECREATION AND
WELLNESS CLASSES FOR THE BENTONVILLE PARKS
AND RECREATION DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Ann O’Sullivan for the service of teaching instructional recreation and wellness classes for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit “A”.

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Ordinance to approve a bid waiver by City Council for Parks and Recreation for Challenger Soccer to provide recreational camps for Bentonville Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>11/25/2019</u>		
Requested by:	<u>Josh Stacey</u>		
Department:	<u>Parks and Recreation</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u></u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Challenger Sports Corporation</u>		
	<u></u>		
	<u></u>		
Amount:	Base Amount:	\$	<u>29,537.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>29,537.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Parks and Recreation is requesting approval of an ordinance waiving competitive bidding and awarding a contract to Challenger Soccer Corporation to provide recreational camps. A bid waiver is needed to ensure the camp provider meets the highest standards of camp safety, professional service, and age appropriate social and emotional learning.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 25, 2019
Re: Camp Soccer Provider- Challenger Soccer Corporation

Parks and Recreation is requesting approval of an ordinance waiving competitive bidding and awarding a contract to Challenger Soccer Corporation to provide recreational camps. A bid waiver is needed to ensure the camp provider meets the highest standards of camp safety, professional service, and age appropriate social and emotional learning.

Parks and Recreation has utilized Challenger Soccer Corporation to provide soccer camps for participants over the last seven years. Over the course of the last seven years, thousands of campers have participated in Camp Soccer with high praise for the camps quality, coaching, and individual support for players. Challenger Soccer is the leading soccer camp provider in the United States. Every year Challenger recruits the best youth coaches in Europe and South America and brings them to the United States to run highly engaging soccer camps. Challenger is a professional organization who is capable of managing the whole camp program. From an intensive background screening process for coaches, to camp safety and emergency action plans, to social and emotional training for all coaches to be fit to work with all ages of youth; Challenger provides the high quality camp experience our citizens and participants have grown to expect and demand from Camp Soccer.

Due to the demand and number of camp soccer participants, we anticipate paying \$29,561 for the service of providing Camp Soccer. This expense is fully recouped through registration fees for this program.

If you have any questions regarding this item, please let me know. Please call me at 464.7275, or email me at jstacey@bentonvillear.com.

Attachments:

Bid Waiver Form



Memorandum of Understanding

To: Challenger Sports Corp.
From: Bentonville Parks and Recreation
Date: December 3, 2019
Re: Partnership for providing Camp Soccer for Bentonville Parks and Recreation.

This Memorandum of Understanding (MOU) intends to outline the partnership and working arrangement between Challenger Sports Corp. (Challenger Sports) and Bentonville Parks and Recreation (BPR) for Camp Soccer operated at the Bentonville Community Center.

1. The term for this Memorandum of Understanding shall be one (1) year, beginning on January 1, 2020 and ending on December 31, 2020.
2. BPR is responsible for managing youth camps for citizens of Bentonville.
3. BPR will create marketing and registration material for Camp Soccer, allowing for input and direction from Challenger Sports where it pertains to participant's needs.
4. BPR will create all schedules for Camp Soccer, allowing for input and direction from Challenger Sports where it pertains to participant's needs.
5. BPR will provide the necessary staff to assist with operation of the camp, as determine by BPR.
6. BPR will provide one outdoor soccer field or training area per 30 campers. BPR shall have the final determination of the appropriate number of campers per field/area.
7. BPR will provide a coordinator who shall be the camp administrator or liaison between Challenger Sports and BPR.
8. Challenger Sports will provide the following for Camp Soccer:
 - a. All Coaches will hold the minimum of a Football Association Coaching License/Challenger/International Soccer Coaching Certification.
 - b. Supply at least one qualified coach for each coaching group.
 - c. One coaches clinic/special coaching session per week of camp, two hours in length, during the week of camp at no charge to the City.
 - d. Promotional literature, posters and operational and marketing support.
 - e. A hand stitched soccer ball and T-shirt to each camper who registers for camp.
 - f. A replica International Soccer Jersey to all campers who register in person at a special promotion event.

9. Camp Soccer session dates, times and payments.

The dates and times listed below are estimates only. Exact dates are to be determined between BPR and Challenger Sports. BPR shall have the final determination for all dates.

BPR agrees to pay Challenger Sports the rates listed below for Camp Soccer.

WEEK 1 (SESSION 1) : JUNE 22,2020 – JUNE 26,2020					
Description	Times	Ages	Price Per Camper (total)	Payment to Challenger Sports	Payment to City
TinyTykes-Cubs	8:00am-9:00am	3-4 yrs.	\$115.00	\$95.00	\$20.00
TinyTykes-Lions	8:00am-9:00am	4-5 yrs.	\$115.00	\$95.00	\$20.00
Half Day	9:00am-12:00pm	6-16 yrs.	\$160.00	\$140.00	\$20.00
TinyTykes	5:30pm-6:30pm	3-5 yrs.	\$115.00	\$95.00	\$20.00
Half Day	5:30pm-8:30pm	6-16 yrs.	\$160.00	\$140.00	\$20.00
Next Level	8:00am-3:00pm	10-18 yrs.	\$260.00	\$220.00	\$40.00

WEEK 2 (SESSION 2) : JULY 27,2020 – JULY 31,2020					
Description	Times	Ages	Price Per Camper (total)	Payment to Challenger Sports	Payment to City
TinyTykes-Cubs	8:00am-9:00am	3-5 yrs.	\$115.00	\$95.00	\$20.00
TinyTykes-Lions	8:00am-9:00am	4-5 yrs.	\$115.00	\$95.00	\$20.00
Half Day	9:00am-12:00pm	6-16 yrs.	\$160.00	\$140.00	\$20.00
GK Icon	9:00am-12:00pm	6-10 yrs.	\$190.00	\$168.00	\$22.00
GK Icon	5:30pm-8:30pm	11-18 yrs.	\$190.00	\$168.00	\$22.00
Next Level	9:00am-12:00pm	10-18 yrs.	\$190.00	\$168.00	\$22.00

Estimated Total Payment to Challenger Sports in 2020: \$29,561.00

10. Invoicing:

Challenger Sports shall submit invoices at the conclusion of each session to the remittance address provided below.

Invoice Remittance Address:
City Hall – Attn: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted on time and to the correct address will be paid within 14 days.

11. Challenger Sports will be responsible for providing professional soccer instruction for Camp Soccer located at the Bentonville Community Center.

12. Challenger Sports will provide enough coaches to meet an acceptable camper/coach ratio, based upon the age of the campers. BPR will make the final determination of the acceptable camper/coach ratio.

13. Challenger Sports agrees to maintain and provide proof of all certifications if needed.

14. Challenger Sports is responsible for finding their own substitute, if necessary, and notifying management in advance for approval.
15. Challenger Sports understands that they, nor any of their employees, are employees of the City of Bentonville. Challenger Sports is solely responsible for their employees.
16. Camp Soccer may be canceled at any time due to inadequate registrations or inclement weather. BPR shall have the final determination on whether it is necessary to cancel a camp.
17. Challenger Sports understands that all instructors must complete a mandatory background check prior to camp beginning in order to participate. Background checks will be administered by the City of Bentonville.
18. Upon time of signing this Memorandum of Understanding, Challenger Sports shall provide BPR with IRS form W-9, and proof of Worker's Compensation as required by Arkansas Statute and a certificate of General Liability coverage.
19. Challenger Sports may be required to maintain insurance and provide proof of such.
20. You indemnify and hold harmless the City and all personnel and officials against any liability resulting from your negligent or wrongful acts, failure or breach of law.
21. This agreement may be terminated by either party with 90 days of written notification from the BPR Director or Challenger Sports.
22. Instructors are required to display professional etiquette at all times. This Memorandum of Understanding may be voided if any Challenger Sports personnel exhibits behavior that is detrimental to the operation of the department.

Date: _____

Mayor, City Of Bentonville

Date: 12/4/2019



MIKE PARRY

Challenger Sports (Name)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH CHALLENGER SPORTS CORPORATION FOR SOCCER CAMP PROGRAMMING FOR THE CITY OF BENTONVILLE PARKS AND RECREATION DEPARTMENT AND WAIVING THE REQUIREMENT FOR COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement with Challenger Sports Corporation for providing soccer camp programming for the City of Bentonville Parks and Recreation Department, as per the Memorandum of Understanding attached hereto as Exhibit A.

Section 2: Because of the need for the camp provider to meet the highest standards of camp safety, professional service and age appropriate social and emotional learning, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☐	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☒	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with Erin Edminister to offer Aquatic and Triathlon Services for Bentonville Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: Erin Edminister- Contracted Swim and Triathlon Instructor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an additional agreement with Erin Edminister for the service of Swim and Triathlon Instructor for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreational swimming programs and teams as well as to provide camp services for youth. These contractors hold special certifications in their specific field, which makes them highly qualified to instruct our programs. These programs include swimming lessons, Masters swim team, triathlon camp, and a recreational triathlon team.

Parks and Recreation is requesting to enter into an agreement with Erin Edminister. The agreement will be for her to serve as a Swim and Triathlon for Parks and Recreation. The demand for these classes and services are very high. Due to the high demand we anticipate Mrs. Edminister to exceed \$20,000 in total payments over the course of 2020. We are requesting Council approval to pay Mrs. Edminister an amount exceeding \$20,000 during the 2020 year. Mrs. Edminister's estimated payment for 2020 is \$22,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 271-6813, or email dwright@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 28 (day) day of November (month), 2019, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Erin Edminister, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instructor, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 2020 (year), and will terminate on December (month) 31 (day), 2020 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons
Swim Team Instructor - Masters Team
Swim Team Instructor - All others
Triathlon Team Instruction
Triathlon Camp Instruction

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2019/2020



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per lesson	\$23.00
Swim Team Instructor - Master Team	75% net revenue	\$.00
Swim Team Instruction - All other	Hourly	\$15.00
Triathlon Team Instruction	75% net revenue	\$.00
Triathlon Camp Instruction	Per Participant	\$39.00
		\$.00

The City estimates \$22,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

____ DAY OF _____ (MONTH), 20____ (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR



Erin Edminister

Instructor (Printed Name)

Instructor Address 4703 SW Newcastle Rd.
Bentonville, AR 72713

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH ERIN
EDMINISTER FOR INSTRUCTIONAL SWIM AND
TRIATHLON TRAINING FOR THE BENTONVILLE
PARKS AND RECREATION DEPARTMENT.**

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an Agreement with Jami Erin Edminister for the service of teaching instructional swim and triathlon training for the Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution for City Council approval authorizing the Mayor and City Clerk to enter into agreement with Kristen Bernards to offer Swim Instruction for Bentonville Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: Kristen Bernards- Instructional Swim Lesson Contractor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Kristen Bernards for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Kristen Bernards. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Kristen Bernards to exceed \$20,000 in total payments over the course of 2020. We are requesting Council approval to pay Ms. Bernards an amount exceeding \$20,000 during the 2020 year. Ms. Bernards estimated payment for 2020 is \$55,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 26 (day) day of November (month), 2019, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Kristen Bernards, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instructor, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 2020 (year), and will terminate on December (month) 31 (day), 2020 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons
Group Swim Lessons

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2019/2020



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per lesson	\$23.00
Group Swim Lessons	Per class	\$14.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$ 55,000 .00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

11 DAY OF 26 (MONTH), 2019 (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Instructor Signature

Kiki Bernards

Instructor (Printed Name)

Instructor Address Kiki Bernards
3511 SE 0 St #9-152
Bentonville AR 72712

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
KRISTEN BERNARDS FOR INSTRUCTIONAL SWIM
LESSONS FOR THE BENTONVILLE PARKS AND
RECREATION DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with Kristen Bernards for the service of teaching instructional swim lessons for the
Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as
Exhibit "A".

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

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☐	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☒	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Resolution for City Council approval authorizing the Mayor and City Clerk to enter into an agreement with Sarah Gwin to offer Swim Instruction for Bentonville Parks and Recreation.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: November 26, 2019
Re: Sarah Gwin- Instructional Swim Lesson Contractor

Parks and Recreation is requesting City Council approval of a resolution authorizing the Mayor and City Clerk to enter an agreement with Sarah Gwin for the service of teaching instructional swimming lessons for Parks and Recreation.

Parks and Recreation utilizes independent contractors, as opposed to employees, to teach many of our recreation and wellness classes at the Bentonville Community Center. These classes include wellness class such as aerobics or spin, as well as swim classes such as instructional swim or masters swim.

Parks and Recreation is requesting to enter into an agreement with Sarah Gwin. The agreement will be for her to serve as a Swim Instructor at the Bentonville Community Center. The demand for these classes and services are very high at the Bentonville Community Center. Due to the high demand we anticipate Mrs. Gwin to exceed \$20,000 in total payments over the course of 2020. We are requesting Council approval to pay Mrs. Gwin an amount exceeding \$20,000 during the 2020 year. Mrs. Gwin's estimated payment for 2020 is \$60,000. This contract is completely funded by program registration fees.

If you have any questions regarding this item, please let me know. Please call me at 696.0204, or email jstacey@bentonvillear.com.



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT made and entered into this 26 (day) day of November (month), 2019, by and between the City of Bentonville, Arkansas, hereinafter called "City", for the use and benefit of City's Parks and Recreation Department, and Sarah Gwin, hereinafter called "Instructor", Witnesseth:

1. The purpose of this Agreement is to set the terms and conditions under which Instructor will provide the City with the professional instruction of Aquatics Instructor, defined herein, located at Bentonville Parks and Recreation.
2. Instructor understands that Instructor is an independent contractor and is not an employee of the City. Instructor understands that as an independent contractor Instructor is not and will not become eligible for any City benefits, including, but not limited to: insurance coverage of any kind, worker's compensation, employee benefits, vacation pay or other benefits the City may offer to its employees.
3. The term of this Agreement will commence on January (month) 01 (day), 2020 (year), and will terminate on December (month) 31 (day), 2020 (year).
4. Either Party may terminate this agreement with thirty (30) days written notice to the City's Director of Parks and Recreation.
5. Instructor is required to submit a W-9 form to the City.
6. Instructor agrees to indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with this Agreement.
7. Instructor understands that Instructor will be paid only for actual classes taught by Instructor.
8. The City may terminate this Agreement if Instructor exhibits behavior that is detrimental to the operation of the City's Parks and Recreation department.
9. The Instructor agrees to:
 - a. Maintain and provide proof of all certifications or licenses that are required for the service(s) to be provided. These requirements, specific to Instructor's profession, will be communicated to Instructor in writing.
 - b. Comply with all Federal, State, and local laws.
 - c. Provide proof of insurance, if required to do so by the City. The City will submit these requirements in writing.
 - d. Be responsible for finding his/her own substitute, if necessary, and notifying the Director of Parks and Recreation, or his assignee for his approval prior to Instructor's absence.
 - e. Be present to instruct all necessary make-up classes.
 - f. Display professional etiquette at all times.
 - g. Understand that he/she is a representation of the City while on City property. This representation includes the promotion of only the City Parks and Recreation programming and activities.
10. The City agrees to:
 - a. Be responsible for the creation of all schedules, marketing material, registration material, and the purchase of all necessary program specific supplies.
 - b. Create and provide Instructor with all necessary schedules, allowing for input from Instructor.
11. Interpretation and disputes arising out of or related to this Agreement 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 Agreement will be in the District Court of Benton County, Arkansas.
12. Instructor will teach the following classes, with the understanding that the exact days and times of the classes are to be determined:

Private Swim Lessons
Group Swim Lessons

CITY OF BENTONVILLE, ARKANSAS – PARKS AND RECREATION DEPARTMENT – INDEPENDENT CONTRACTOR AGREEMENT 2019/2020



CITY OF BENTONVILLE, ARKANSAS
117 W. CENTRAL AVE.
BENTONVILLE, ARKANSAS 72712

PARKS & RECREATION INSTRUCTOR: INDEPENDENT CONTRACTOR AGREEMENT

13. Instructor will be paid based on the following payment schedule:

Description of Instruction Services	Unit (Ex. Per Week, Per Lesson, Per Class)	Payment
Private Swim Lessons	Per lessson	\$23.00
Group Swim Lessons	Per class	\$14.00
		\$.00
		\$.00
		\$.00
		\$.00

The City estimates \$60,000.00 total in payments to the Instructor for the term of this Agreement. Payment will be made only for completed lessons.

Payment structure (Bi-Weekly/Monthly): Monthly

Approved to substitute teach in other classes (Check if yes): ☒

BY SIGNING BELOW, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS

____ DAY OF _____ (MONTH), 20 ____ (YEAR).

CITY OF BENTONVILLE, ARKANSAS

BY: _____

Stephanie Orman, Mayor (Signature)

INSTRUCTOR

BY: _____

Ins _____

Sarah Guwin

Instructor (Printed Name)

Instructor Address 2509 S. Greens Way
Rogers AR 72758

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND
CLERK TO ENTER INTO AN AGREEMENT WITH
SARAH GWIN FOR INSTRUCTIONAL SWIM LESSONS
FOR THE BENTONVILLE PARKS AND RECREATION
DEPARTMENT.

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

Section 1: That the Mayor and Clerk be and are hereby authorized to enter into an
Agreement with Sarah Gwin for the service of teaching instructional swim lessons for the
Bentonville Parks and Recreation Department as set forth in the agreement attached hereto as
Exhibit "A".

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

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	IFB-19-53
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

David Wright

Department

Parks and Rec

Phone

271-6813

ACTION REQUIRED:

Bid award approval by City Council for the Parks & Recreation department to purchase chlorine in 2020.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
From: Josh Stacey, Recreation Services Manager
Through: David Wright, Parks and Recreation Director
Date: October 24, 2019
Re: City Council approval of bid award to Walden Chemical of Little Rock for the purchase of chlorine for Melvin Ford Aquatic Center, Fountains at Lawrence Plaza, the Downtown Square, and the Bentonville Community Center.

Parks and Recreation is seeking City Council's approval of a bid award for bid IFB-19-53 for \$164 per bucket of PPG chlorine for our facilities in 2020.

The chlorine will be used at the Melvin Ford Aquatic Center, the Community Center Pools, the Fountains at Lawrence Plaza and the Downtown Square fountain. PPG Chlorine tablets are the only tablets compatible with the Accutab chlorinators used at our facilities. We selected PPG several years ago over other companies because of the cleanliness of PPG. Walden Chemical of Little Rock is the only authorized dealer of PPG Chlorine in Arkansas.

Approximately \$16,000 will be spent for PPG Chlorine for our outdoor facilities. An additional \$26,000 is estimated for PPG Chlorine for the Bentonville Community Center. Parks and Recreation projects spending \$42,000 annually on PPG Chlorine to supply all of our facilities that require chlorination.

If you have any questions regarding this item, please call me at 696.0204, or email jstacey@bentonvillear.com

Attachments:
IFB-19-53 Tabulation



BID TABULATION:
CHLORINE FOR CITY OF BENTONVILLE POOLS
IFB-19-53
BID OPENING:
THURSDAY, OCTOBER 24, 2019
at 10:00 A.M

BIDDER NAME	BID COMPLETE	AS SPECIFIED	TOTAL BID PRICE (per 55 pound bucket)
Walden Chemical dba Blue Water Pools	yes	yes	\$164.00



CITY OF BENTONVILLE

PURCHASING OFFICE – (479) 271-3115 – PURCHASING@BENTONVILLE.AR.COM
CITY HALL 117 WEST CENTRAL AVENUE BENTONVILLE, ARKANSAS 72712

FOR PUBLICATION

PUBLICATION DATE: October 11, 2019

NOTICE TO BIDDERS CHLORINE FOR CITY OF BENTONVILLE POOLS IFB-19-53

The City of Bentonville is accepting formal sealed bids for the purchase and delivery of Accu-Tab, Blue Calcium Hypochlorite Tablets, or equivalent, for commercial pool applications, with scale inhibitor, for use in the City of Bentonville's existing Power Based Accu-Tab chlorinator systems at City aquatic facilities. Specifications and the required bid packet may be obtained by emailing purchasing@bentonville.ar.com, by calling 479-271-3115, or from the Purchasing Office located at the address below. Sealed bids will be received until 10:00 A.M., Thursday, October 24, 2019, at the Purchasing Office on the second floor of City Hall, located at 117 West Central Avenue Bentonville, Arkansas 72712. Late Bid Submissions will be rejected, without exception.

WWW.BENTONVILLE.AR.COM



CITY OF BENTONVILLE, ARKANSAS
PURCHASING OFFICE
CITY HALL
117 W. CENTRAL AVE
BENTONVILLE, ARKANSAS 72712

INVITATION FOR BID

IFB-19-53

Date of Issuance: **October 11, 2019**

Bid Number: **IFB-19-53**

Bid Opening Date: **October 24, 2019**

Bid Opening Time: **10:00 A.M.**

Questions regarding this bid should be directed to the Purchasing Office at purchasing@bentonvillear.com.
All questions must be submitted prior to 4:30 P.M., October 21, 2019.

All bids must be received by the Purchasing Office prior to 10:00 A.M., October 24, 2019 in a sealed envelope, clearly marked on the outside with **BID # IFB-19-53**. Bids which must be opened to be identified may be rejected. Late bids will be rejected.

Bids will be publicly opened at City Hall, first floor, Purchasing Office, 117 West Central Ave Bentonville, AR 72712.

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that he/she has read and agrees to the requirements set forth in this bid proposal including specifications, conditions and pertinent information regarding the articles being bid on, and agrees to furnish these articles at the prices stated. Unsigned bids will be rejected - no exceptions.

NAME OF FIRM:	Walden Chemical, dba Blue Water Pools	PHONE NUMBER:	501-812-0011	FAX NUMBER:	501-812-0012
BUSINESS ADDRESS, STREETS:	4201 S. Shackelford, Suite B	CITY:	Little Rock	STATE:	AR
SIGNATURE OF AUTHORIZED PER	[Redacted Signature]	DATE:	10-21-19	ZIP	72204
PRINTED OR TYPED NAME:	Kelly Ingram	TITLE:	Operations Manager		

ARKANSAS SALES OR USE TAX NUMBER: 00008107-525

STATE CONTRACTORS LICENSE NUMBER: 022543

INTENT

The intent of this Invitation for Bid is for the purchase and delivery of Accu-Tab, Blue Calcium Hypochlorite Tablets for commercial pool applications, with scale inhibitor, for use in the City of Bentonville's (City) existing Power Based Accu-Tab chlorinator systems at City aquatic facilities. The City estimates 2020 quantities to be plus or minus 200 (two hundred), 55 (fifty-five) pound buckets.

RESPONSE DOCUMENTS & PRE-BID REQUIREMENTS

The following documents must be complete to provide a complete bid response package:

- IFB document, all response fields complete.
- Manufacturers Material Safety Data Sheet (MSDS) for the product.

All pricing must be entered on pricing sheet ("no bid" is an acceptable entry).

CONTRACT TERM:

The awarded bidder will Purchase Orders from the City, for quantities required on an as-needed or in-bulk basis. There shall be no change in pricing for a minimum of one (1) year from the date the City issues the Notice of Award.

SCOPE

The awarded Bidder shall provide Accu-Tab, Blue Calcium Hypochlorite Tablets for commercial pool applications, with scale inhibitor, for use in the City of Bentonville's (City) existing Power Based Accu-Tab chlorinator systems at City aquatic facilities. The City estimates 2020 quantities to be plus or minus 200 (two hundred), 55 (fifty-five) pound buckets.

All City of Bentonville orders shall be delivered to the City of Bentonville, Arkansas.

DELIVERY

The City of Bentonville requests delivery within two (2) weeks after receipt of City Purchase Orders. If this delivery schedule cannot be met, Bidder must state the number of calendar days required to place the product in the City's designated location, after receipt of a Purchase Order. Failure to state a delivery time obligates the Bidder to complete delivery within the City's requested timeline. Extended delivery dates may be considered when in the best interest of the City.

Delivery: No more than five days after receipt of Purchase Order.

EQUIVALENT

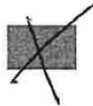
Whenever these specifications mention an item by name and use specific descriptions as reference thereto, it is intended to convey to the bidder an understanding of the standard of excellence required. Items of equal type, quality, and size that will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and to perform the required function in accordance with these specifications may be offered. City of Bentonville shall have the final approval of whether a substitute item is equal to the item specified.

INVOICING

Bidder shall provide an invoice to the City after each delivery, using the remittance address below:

City of Bentonville
ATTN: Accounts Payable
117 West Central Ave.
Bentonville, AR 72712

Invoices submitted to the correct address will be paid within fourteen (14) days of receipt.

PAYMENT TERMS

Net 30 days



Other: _____

Registered with the Secretary of State's Office to Conduct Business in the State of Arkansas:



Yes _____ No

[This space has been intentionally left blank]

Contractor/Vendor Disclosure

Company Name: Walden Chemical dba Blue Water Pools

Identify each employee of the City Of Bentonville to whom you, any of your Employees owning more that 5% interest in your Company, or are a Director/Executive/Decision Maker of your Company are immediately related.

Immediate Relation includes:

- Spouse/Domestic Partner
- Parents-Natural or Legal/Step/In Laws
- Children/Step, Siblings-Whole/Half/Step/ In Laws
- Grandchildren/Step, Great Grandchildren.

N/A

Failure to disclose shall be considered a material breach and grounds for immediate termination of this contract/agreement. **Note: Any change in circumstances resulting in a conflict or appearance of a conflict shall be reported in 30 days of change of circumstance.** ED Initials

**CITY OF BENTONVILLE, ARKANSAS
PURCHASING DEPARTMENT**

INSTRUCTIONS TO BIDDERS

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$20,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Bentonville is not responsible for the content of any bid package received through any 3rd party bid service. It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3rd party source other than hand delivered.
2. **DEFINITIONS (AS USED HEREIN):**
 - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$20,000 and over. The acronym "IFB" means Invitation for Bid.
 - b. The term "bid" means the offer by the bidder.
 - c. The term "bidder" means the person or organization responding to the solicitation.
 - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
 - e. The term "change order" means a written order from the Purchasing department directing the contractor to make changes to a contract.
 - f. The term "City" means the City of Bentonville, Arkansas.
 - g. The term "City Council" means the governing body of the City of Bentonville, Arkansas.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature and included with the bid response.

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received by the City of Bentonville Purchasing Office **BEFORE** the time of opening indicated in the solicitation. All references to time shall be Bentonville, Arkansas time (Central time zone). Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening or within two (2) business days of notification from the City with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted, as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from the vendor, at the sole discretion of the City.
6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.

10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable office, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Bentonville, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

In the event of two or more identical low bids, Arkansas code Annotated Section 14-22-11 shall apply.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Assistant Finance Director of the City.
13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.
15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Bentonville supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Consideration may be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing City, State and Federal codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries shall be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Bentonville may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
 - First to bidder offering firm prices for full contract period; and
 - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the bid form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Bentonville is not tax exempt from any taxes imposed by the State and/or Federal Government. Applicable taxes should be included on all vendor invoices.
26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
 1. Termination for Convenience
In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 2. Termination for Cause
Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of termination for cause.
 3. Termination Due to Unavailability of Funds
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
28. **W-9 REQUIREMENT:** The City of Bentonville requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Bentonville. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor.
29. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
30. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Bentonville. Personal or company checks are not acceptable. The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed. **When noted, a certified check or bid bond in the amount of 5% of the total bid shall accompany bid if bid exceeds \$35,000.00 [pursuant to Arkansas Code Annotated Section 22-9-203].**

31. **PERFORMANCE BOND:** At the discretion of the City, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Arkansas. The cost of the bond shall be included in the bidder's offer.
32. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Purchasing Department of the City of Bentonville.
33. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
34. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
35. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Department, 117 West Central, Bentonville, AR 72712. Normal pay periods for the City are every Friday.
36. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the State of Arkansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Purchasing Department of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
 2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
 3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
 5. Approved price changes are not applicable to orders already issued and in process at time of price change.
 6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
 7. The Purchasing Department retains the right to determine whether or not such proposed price changes are in the best interests of the City.
 8. If in the opinion of the Procurement Department any proposed increase is found unacceptable, the Purchasing Department reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
 9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Department on the mailing lists for such publications so the Purchasing Department can monitor said changes. Such membership will be at no cost to the City.
 10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Purchasing Office at (479) 271-3115.

SPECIFICATIONS

Bidder must indicate, "AS SPECIFIED", by placing an "X" in the designated space following specifications. Bidder must also provide additional information where indicated.

SPECIFICATION	BIDDER MUST INDICATE "AS SPECIFIED" BY PLACING AN "X" IN THIS COLUMN.
Bidder shall provide Accu-Tab, Blue Calcium Hypochlorite Tablets for Commercial Pool Applications with scale inhibitor, in 55 (fifty-five) pound buckets, as specified.	X
Bidder understands that the City estimates order quantities for 2020 to be for approximately 200 (two hundred), 55 (fifty-55) pound buckets; however, Bidder understands that these quantities may fluctuate.	X
Bidder shall deliver orders to the City of Bentonville, Arkansas.	X

Detail Notes

(Optional): _____

DELIVERY/SHIPMENT METHOD:

Bidders are required to use the space below to convey the shipment/delivery method(s) that will be used when delivering shipments of the product to the City.

Will ship LTL when product is ordered

PRICING SHEET

The Total Bid Price shall include all costs, including but not limited to: tax, packaging, fuel surcharge and delivery fees to the City of Bentonville, Arkansas. The City of Bentonville tax rate is 9.5%.

The Bid Award will be made based on the most responsible and lowest Total Bid Price. The Total Bid Price shall be used for comparison purposes only, and is not representative of actual quantities. The Total Bid Price shall be conveyed only in PRICE PER 55 POUND BUCKET. The Total Bid Price, Price Per 55 Pound Bucket, shall be honored for a minimum of one (1) year from the date the Notice of Award is issued.

Quantity (used only for bid comparison purposes; does not represent actual quantities of product needed)	Item	TOTAL BID PRICE (Used for bid comparison purposes only)
1	55 POUND BUCKET Accu-Tab, Blue Calcium Hypochlorite Tablets	\$ <u>164.⁰⁰</u> PER 55 POUND BUCKET



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

November 12, 2019

Submitted by:

Nancy Busen

Department

Wastewater

Phone

271-3161

ACTION REQUIRED:

An ordinance approval by City Council for non-substantial modifications to the 2019 Bentonville Pretreatment Program.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount

☒ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



Memo



To: City Council, Mayor Orman
CC: Mike Bender
From: Nancy Busen, Wastewater Utilities
Date: Dec. 10, 2019
Re: Pretreatment Program - minor modifications.

A resolution to accept minor modifications to the Bentonville 2019 Pretreatment Program, as follows:

- Rearrange the ordinance into three separate parts: 1) General Pretreatment Specifications; 2) the Fats, Oil, and Grease Control Program; and 3) the Petroleum Oil, Grease and Sand Control Program.
- Added the definition of Sand/Oil Separator.
- The Fats, Oil, and Grease Control Program allows better control of acceptable grease control device designs and materials.
- Addresses several issues that are becoming more prevalent within the city. I.e. Mobile Food Trucks Waste Disposal Concerns; Swimming Pool Discharges; etc.

Thank you for your support of this program.

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607 FAYETTEVILLE, AR, 72702 • 479 442 1700 • FAX: 479 695-1118 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

I, Cathy Staggs, do solemnly swear that I am the Accounting Manager of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

City of Bentonville
Public Notice

Was inserted in the Regular Edition on:
November 3, 2019

Publication Charges: \$38.00

Cathy Staggs

Subscribed and sworn to before me
This 5th day of Nov, 2019.

Notary Public
My Commission Expires: 3-16-25



NOTE

Please do not pay from Affidavit.
Invoice will be sent.

PUBLIC NOTICE

Notice is hereby given that Wastewater Utilities, City of Bentonville, Arkansas is submitting for approval of the City Council, minor modifications to the current Pretreatment Program. This item will be considered at the Council Meeting at 6:00pm on December 10, 2019. Three copies of the revised Pretreatment Program are available for your inspection, review and copying at the office of the City Clerk at 117 W. Central Avenue, Bentonville AR 72712 from 8:00am to 4:30pm, Monday through Friday.
75141579 Nov. 3, 2019



CITY OF BENTONVILLE

Pretreatment Program Specifications

INCLUDES

Fats, Oil, and Grease Control Program Manual

Petroleum Oil, Grease, and Sand Control Program Manual

2019

Council Approved – _____

Ordinance – _____

Approved by Arkansas Department of Environmental Quality – August 30th, 2019

**CITY OF BENTONVILLE
WASTEWATER UTILITIES
PRETREATMENT DIVISION
1901 NE "A" STREET
BENTONVILLE, AR 72712**

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PART 1 – PRETREATMENT PROGRAM SPECIFICATIONS

Section 1 GENERAL INFORMATION

These specifications sets forth uniform requirements for Users of the City of Bentonville Publicly Owned Treatment Works (POTW) and enables the City of Bentonville to comply with all applicable State and Federal laws, including the Clean Water Act (33 United States Code [U.S.C.] section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations [CFR] Part 403).

1.1 Objectives:

- 1.1.1 To enable the City to comply with and enforce all applicable State and Federal laws required by the Arkansas Water and Air Pollution Control Act, Act. 472 of 1949, as amended, the Clean Water Act of 1977, (33 United States Code [U.S.C.] section 1251 et seq.) as amended, and as promulgated by the United States Environmental Protection Agency the General Pretreatment Regulation (40 CFR Part 403), including the Dental Office Point Source Category (40 CFR Part 441);
- 1.1.2 To prevent the introduction of pollutants into the municipal wastewater system that may interfere with the operation of the system or contaminate the sludge;
- 1.1.3 To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or will otherwise be incompatible with the system.
- 1.1.4 To improve the opportunity to recycle and reclaim wastewater and sludge from the system;
- 1.1.5 To provide for equitable distribution of the cost of the municipal wastewater system;
- 1.1.6 To prevent oil, grease or debris from reducing or restricting the flow in sewer lines and contributing to sanitary sewer overflows.
- 1.1.7 To create a permit system to regulate non-domestic users to the municipal wastewater system;
- 1.1.8 To enforce the provisions of this document by monitoring of waste from industrial users. Monitoring may include either self-monitoring and self-reporting or periodic sampling made by the industrial pretreatment personnel. The method of monitoring will be determined by the Control Authority.
- 1.1.9 To provide penalties for violations of the regulations established herein.
- 1.1.10 To encourage Pollution Prevention (P2) activities through waste minimization, source reduction, best management practices (BMPs), water and energy conservation
- 1.1.11 To enable the City of Bentonville to comply with its National Pollutant Discharge Elimination System permit conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject.
- 1.1.12 To protect both Publicly Owned Treatment Works personnel who may be affected by wastewater and sludge in the course of their employment and the general public.

- 1.1.13 These specifications shall apply to all Users of the POTW. These specifications authorizes the issuance of individual or general wastewater discharge permits; provides for the monitoring, compliance, and enforcement activities; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- 1.2 Administration.** Except as otherwise provided herein; the Wastewater Treatment Plant Manager shall administer, implement and enforce the provisions of those specifications as written within this document. Any powers granted to or duties imposed upon the Wastewater Treatment Plant Manager may be delegated by the Wastewater Treatment Plant Manager to other City Personnel.
- 1.3 Applicability.** These specifications shall apply to all persons within the corporate limits of the City of Bentonville, Arkansas, and its terms shall, by contract, apply to all persons outside the City who are users of the City Publicly Owned Treatment Works (POTW). The City shall not provide sanitary sewer service to any person outside its corporate boundaries without a contractual agreement setting forth the terms and conditions of such service. All such contracts shall include a provision incorporating the provisions of these specifications and no such contract shall be valid unless the provisions of these specifications are so incorporated.
- 1.4 General Provisions**
- 1.4.1 The City Council shall establish such fees for sewer service and connection as are necessary to properly maintain and operate the Sewage Works. The City Council shall also establish such regulations for private sewage disposal systems as to insure their operation in a sanitary manner at all times.
- 1.4.2 No Person shall connect to or contribute to a sanitary sewer without first obtaining a Plumbing Permit from the City.
- 1.4.3 Owners or agents of industrial establishments proposing to connect to or contribute to a sanitary sewer shall submit an application for a Wastewater Discharge Permit before connecting to or contributing to the sewer. Owners or agents of existing establishments discharging wastewater into the Bentonville sewage works shall submit an application for a Wastewater Discharge Permit for continued operation within thirty (30) days after receipt of notification in writing that such a permit is required for continued operation.
- 1.4.4 Liquid hauled waste introduced to the City Publicly Owned Treatment Works by truck must be in compliance with these specifications to regulate the transportation and disposal of liquid waste within the jurisdiction of the City of Bentonville.
- 1.4.5 Liquid hauled waste generated within the limits of the City must be removed by a waste hauler with a current waste hauler's permit from the Control Authority.
- 1.4.6 All commercial users of the POTW whether or not they are subject to categorical pretreatment standards or other National, State, or Local pretreatment standards or requirements shall abide by the programs as written. Any violation of the programs as written is hereby a violation of these specifications. Enforcement of the written programs will be in accordance with the enforcement section of each program and Section 10 of the Pretreatment Program Specifications.

1.5 Control Program Development

- 1.5.1 As an extension of the Pretreatment Program Specifications, the City of Bentonville will develop specific programs to address certain specific prohibitions as described under Section 2 of the Pretreatment Program Specifications. Currently programs have been developed for the Fats, Oil, and Grease Control Program, and the Petroleum Oil, Grease, and Sand Control Program. The specifications for these programs are included as part of this document as Part 2 & 3, respectively. These programs were developed to control issues which would cause obstruction to the flow in the POTW collection system resulting in harm, interference, pass-through, NPDES permit violations and/or sanitary sewer overflows or allows pass-through of substances which may cause the POTW's effluent or any other product of the POTW, such as residues, sludge, or scum, to be unsuitable for normal landfill/land application, reclamation, or reuse, or to interfere with the reclamation process.
- 1.5.2 All commercial users of the POTW whether or not they are subject to categorical pretreatment standards or other National, State, or Local pretreatment standards or requirements shall abide by the programs as written. Any violation of the programs as written is hereby a violation of these specifications. Enforcement of the written programs will be in accordance with the enforcement section of each program and Section 10 of the Pretreatment Program Specifications.
- 1.5.3 The Program(s) will be reviewed & revised by the Director of Public Works, the Wastewater Manager, the Lab/Pretreatment Supervisor, and pretreatment staff on a bi-annual basis. If changes are required those changes will be submitted to and approved by the City of Bentonville Board of Directors and the Arkansas Department of Environmental Quality.

1.6 Pretreatment Facilities

- 1.6.1 Industrial Users shall provide necessary wastewater treatment as required to comply with these specifications and shall achieve compliance with all Pretreatment Standards and Requirements within the limitations as specified by the Federal Pretreatment Regulations as adopted into Section 6.104 of the Arkansas Pollution Control and Ecology Commission Regulation No. 6; Regulations for State Administration of the National Pollutant Discharge Elimination System.
- 1.6.2 It shall be the responsibility of any person, owner, or occupant discharging waste into the sanitary sewer system of the City to furnish the Control Authority with drawings or plans and specifications in such detail as it may require, to determine if the pretreatment structure planned by such person is adequate to provide necessary pretreatment and makes sufficient allowances for emergency operation. Detailed plans showing the pretreatment facilities and an outline of the pretreatment facility operating procedures shall be prepared by a Registered Professional Engineer and submitted to the Control Authority for review. All plans shall be approved by the Control Authority prior to the facility construction. The user shall insure that construction of said treatment facility is accomplished within the time period specified by the City. However, the providing of such plans to the Control Authority will in no way release such person of the responsibility for modifying the structure once constructed as necessary to provide an effluent acceptable under the terms of this Document.
- 1.6.3 Any facilities required to pre-treat wastewater to a level acceptable under the terms of these specifications, shall be provided, operated and maintained at the user's expense.

Section 2 DISCHARGE REGULATIONS

- 21 General Discharge Prohibitions.** No user shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes pass through or interference. These general prohibitions apply to all industrial users of the POTW whether or not they are subject to categorical pretreatment standards or another National, State, or local pretreatment standards or requirements.
- 22 Specific Prohibitions.** No person shall discharge or cause to be discharged into the POTW or other water course within the City any of the following described substances, materials, waters or wastes:
- 221 Heat in amounts which will inhibit biological activity in the POTW resulting in interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40° C. (104°F.)
- 222 Any pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, waste streams with a closed cup flashpoint of less than 140° Fahrenheit or 60°C. using the test methods specified in 40 CFR 261.21.
- 223 Any solid or viscous substance in quantities capable of causing obstruction in the sewerflow or other interference with proper operation of the POTW, such as, but not limited to: ashes, cinders, egg shells, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair, hides or fleshing's, entrails, lime slurry, lime residues, slops, chemical residues, paint residues, bulk solids, garbage with particles greater than one-half inch (½") and any water or waste which contains gas, grease or oil, plastic, or other substance that will solidify or become discernibly viscous at temperatures at or below 0° Centigrade.
- 224 Any substance which may cause the POTW's effluent or any other product of the POTW, such as residues, sludge, or scum, to be unsuitable for normal landfill/land application, reclamation, or reuse, or to interfere with the reclamation process. In no case shall a substance discharged to the POTW cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act; any criteria, guidelines or regulations affecting sludge use or disposal development pursuant to the Solid Waste Disposal Act, the Toxic Substance Control Act, the Resource Conservation and Recovery Act, or State criteria applicable to sludge management disposal method being used.
- 225 A noxious or malodorous substance which can form a gas which either singularly or by interacting with other waste is capable of causing objectionable odors or hazards to life or which can create any other condition deleterious to structures or processes, or requiring unusual provisions, attentions, or expense to handle.
- 226 Any material which may cause excessive discoloration, such as but not limited to, dye wastes and vegetable tanning solutions where the discoloration will not be removed by the sewage treatment processes.
- 227 Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts exceeding one hundred milligrams per liter (100 mg/L) unless expressly authorized differently by the Control Authority upon written request by a User.

- 228 Any concentration of free or emulsified oil and/or grease of free or emulsified animal or vegetable origin that, in a particular case can: (a) deposit grease or oil in sewer lines in such a manner as to clog the sewers; (b) overload skimming and grease- handling equipment; or (c) have deleterious effects on the treatment process due to the excessive quantities.
- 229 Any wastewater having a pH less than 5.0 or greater than 12.0, or wastewater having any other corrosive or acidic property capable of causing damage or hazard to structures, equipment, or personnel of the POTW.
- 2210 Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause pass through or interference with the POTW, or cause toxicity in the POTW effluent.
- 2211 Any trucked or hauled pollutants, except permitted by the Control Authority and discharged at points designated by the POTW.
- 2212 Medical Waste; except as specifically authorized by the Control Authority, including unused or expired medications, whether prescribed or purchased over the counter.
- 2213 Wastewater that contains contaminates which, alone or in conjunction with other contaminates, causes the POTW to fail a whole effluent toxicity test.
- 2214 Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in quantity that may cause acute health and/or safety problems to POTW employees or others.
- 2215 Pharmaceutical drugs from any commercial for-profit entity.
- 2216 Stormwater, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, Noncontact Cooling Water, and unpolluted wastewater, unless specifically authorized by the Control Authority.
- 2217 Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

Section 3 PRETREATMENT STANDARDS AND REGULATIONS

- 31 **Federal Categorical Pretreatment Standards.** Users must comply with the categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405–471. When wastewater subject to a categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the City shall impose an alternate limit in accordance with 40 CFR 403.6(e).
- 32 **Technically Based Local Limits.** Local Limits are developed, implemented and enforced to protect against pass through and Interference. No Industrial User shall discharge or cause to be discharged into the POTW any wastewater pollutant concentration exceeding the Technically Based Local Limits (TBLL's) developed from time to time by the City pretreatment and wastewater staff as required in City's NPDES permit, 40 CFR 403.5 (c) and approved by ADEQ. TBLL's (if necessary) based on calculated site specific Maximum Allowable Industrial Loadings are located in the City's Pretreatment Program. At the discretion of the City pretreatment and wastewater authority, TBLL's shall be allocated, imposed and shall apply at the "monitoring point" described in the individual industrial wastewater discharge permits. All concentration limits for metals shall be in terms of "total"

metals unless otherwise indicated. At the discretion of the City pretreatment and wastewater authority, mass limitations may be imposed in addition to or in place of concentration based TBLL's. The City pretreatment and wastewater authority may also develop BMPs in individual wastewater discharge permits, to implement specific pollutant limitations. Such BMPs shall be considered Local Limits and Pretreatment Standards. When new Local Limits are implemented or revised, the City pretreatment and wastewater authority, will provide individual notice to parties who have requested such notice and an opportunity to respond, as set forth by 40 CFR 403.5 (c) (3). This requirement of notice also applies when Local Limits are set on a case-by-case basis.

- 33 State Pretreatment Standards.** In the event State, Local or Federal requirements on discharge limitations differ, the most stringent limits shall apply.
- 34 Right of Revision.** The City of Bentonville reserves the right to establish, by program specifications, in wastewater discharge permits, or by policies more stringent standards or requirements on discharges to the POTW if deemed necessary to comply with the objectives presented in these specifications or the general and specific prohibitions of these specifications.
- 35 Best Management Practices and Pollution Prevention.** The City of Bentonville may develop and require implementation of Best Management Practices and Pollution Prevention procedures by un-permitted as well as permitted industrial users to allow compliance by the POTW with the Maximum Allowable Headwork Loadings established in this document. The City of Bentonville may also allow implementation of Best Management Practices and Pollution Prevention to be on a voluntary basis if it is determined that this is the most appropriate approach. Best Management Practices will be specific procedures developed by the Control Authority to be implemented by the individual businesses designed to reduce the loading of a particular pollutant. Pollution Prevention is defined in, Appendix B (#82) of this document. SIU's and IU's operating under BMP's must submit to the control Authority reports indicating the nature, concentration of pollutants in the discharge limited by Pretreatment Standards and measured or estimated average daily flows for the reporting period, no less than twice per year unless expressly stated differently in 40 CFR 403 or a Categorical Pretreatment Standard. The required documentation must be sufficient to determine the compliance status of the IU.
- 36 Dilution.** No industrial user shall ever increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. The Control Authority may impose mass limitations on industrial users which are using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

Section 4 ACCIDENTAL DISCHARGES

- 4.1 Accidental Discharge/Slug Control Plans.** The Control Authority shall evaluate whether each SIU needs an accidental discharge/slug discharge control plan or other action to control Slug Discharges. The Control Authority may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:
- 4.1.1** Description of discharge practices, including non-routine batch discharges.

- 4.1.2 Description of stored chemicals.
- 4.1.3 Procedures for immediately notifying the POTW of any accidental or slug discharge. Such notification must also be given for any discharge which would violate any of the prohibited discharges in Section 2 of this document.
- 4.1.4 Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site run-off, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants (including solvents), and/or measures and equipment for emergency response.
- 4.1.5 The SIU shall notify the Control Authority immediately of changes that occur at the facility affecting the potential for a slug discharge. The Control Authority may deny or impose restrictions due to changes in content or increased flow.
- 4.1.6 Evaluation of a slug discharge plan must be made within one year of identifying a SIU.

42 Written Reports

- 4.2.1 In the case of any discharge including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, or a slug load which may cause potential problems for the POTW (including a violation of the prohibited discharge standards in Section 2 of these specifications), it is the responsibility of the industrial user to immediately telephone and notify the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the industrial user.
 - 4.2.2 Within five (5) days following an accidental discharge, the user shall submit to the Control Authority a detailed written report describing the nature and cause of the discharge and the measures to be taken by the user to prevent similar future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, the environment, or any other damage to persons or property; nor shall such notification relieve the user of any fines, penalties, or other liability which may be imposed by these specifications or other applicable law.
 - 4.2.3 Failure to notify the Control Authority of an accidental discharge may result in legal action or discontinuation of service.
- 43 Notice to Employees.** As a part of the accidental spill prevention plan, a notice shall be permanently posted on the user's bulletin board or other prominent place advising employees who to call in the event of an accidental discharge. Employers shall insure that all appropriate employees be advised of the emergency notification procedures to be used in the event of an accidental discharge.

Section 5 INDUSTRIAL WASTEWATER DISCHARGE PERMITS

- 5.1 Wastewater Survey.** When requested by the Control Authority all users must submit information on the nature and characteristics of their wastewater by completing a wastewater survey prior to commencing their discharge. The Control Authority is authorized

to prepare a form for this purpose and may periodically require industrial users to update the survey. Failure to complete this survey shall be reasonable grounds for terminating service to the industrial user and shall be considered a violation of these specifications. New industrial users must complete the survey during the City of Bentonville's Development Review Process.

52 Wastewater Discharge Permit Requirement

521 It shall be unlawful for any significant industrial user to discharge wastewater into the Control Authority's POTW without first obtaining a wastewater discharge permit from the Control Authority. Any violation of the terms and conditions of a wastewater discharge permit shall be deemed a violation of these specifications and subjects the wastewater discharge permittee to the enforcement provisions of these specifications. Obtaining a wastewater discharge permit does not relieve a permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State and local law.

522 The Control Authority may require other users, including liquid waste haulers, to obtain wastewater discharge permits as necessary to carry out the purposes of these specifications.

523 Liquid waste haulers may discharge loads only at locations designated by the Control Authority. No load may be discharged without prior consent of the Control Authority. The Control Authority may collect samples of each hauled load to ensure compliance with applicable standards. The Control Authority may require the liquid waste hauler to provide a waste analysis of any load prior to discharge.

53 Wastewater Discharge Permitting of Existing Connections. Any significant industrial user which discharges industrial waste into the POTW prior to the effective date of this document and who wishes to continue such discharges in the future, shall, within 90 days after said date, apply to the Control Authority for a wastewater discharge permit, and shall not cause or allow discharges to the POTW to continue after 180 days of the effective date of this document except in accordance with a wastewater discharge permit issued by the Control Authority.

54 Wastewater Discharge Permitting of New Connections. Any significant industrial user proposing to begin or recommence discharging industrial wastes into the POTW must obtain a wastewater discharge permit prior to the beginning or recommencing of such discharge. An application for this wastewater discharge permit must be filed at least 90 days prior to the date upon which any discharge will begin.

55 Wastewater Discharge Permitting of Extra Jurisdictional Industrial Users. Any new or existing significant industrial user located beyond the City of Bentonville limits, which is connected to the City's wastewater collection system, shall submit a wastewater discharge permit application within 90 days of the effective date of these specifications. Alternately, the Control Authority may enter into an agreement with the neighboring jurisdiction in which the significant industrial user is located to provide for the implementation and enforcement of pretreatment program requirements against said industrial user.

56 Application. Users required to obtain an industrial wastewater discharge permit shall complete and file with the city an application in the form prescribed by the City. In support of the application, the user shall submit, in units and terms appropriate for evaluation, the following information as applicable:

- A. Name, address and location of facility;
- B. Name, address of duly authorized representative to receive and transmit all correspondence;
- C. Environmental Permits. A list of any environmental control permits held by or for the facility.
 - a. SIC number according to the Standard Industrial Classification Manual, Bureau of the Budget, 1972, as amended and NAICS number, North American Industry Classification System developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997.
 - b. The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.
 - c. Wastewater constituents and characteristics, including but not limited to those mentioned in Section 2, as determined by an ADEQ certified analytical laboratory; sampling and analysis shall be performed in accordance with procedures established by the EPA pursuant to Section 304(g) of the Federal Water Pollution Control Act and contained in 40 CFR, Part 136 as amended. The sample(s) shall be representative of daily operations. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Control Authority or the applicable Standards to determine compliance with the Standard.
- D. Time and duration of contribution;
- E. Average daily and peak wastewater flow rates, including daily, monthly, and seasonal variations, if any;
- F. Comprehensive site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, sewer connections, floor drains and appurtenances by size, location and elevation;
- G. The location for monitoring all wastes covered by the permit;
- H. Comprehensive narrative description of activities, facilities and plant processes on the premises, including all materials which are or could be discharged;
- I. Nature and concentration of any pollutants in the discharge which is limited by any City, State or Federal Pretreatment Standard, and a statement, reviewed by an authorized representative of the industrial user and certified by a qualified professional, indicating whether or not the pretreatment standard is being met on a consistent basis and if not, whether additional Operation and Maintenance (O & M) and/or additional pretreatment is required for the user to meet the applicable pretreatment standard;
- J. If additional pretreatment and/or O&M will be required to meet the pretreatment standards, the shortest schedule possible will be used;
- K. Each product produced by type, amount, process and rate of production;
- L. Type and amount of raw materials processed (average and maximum per day);

- M. Number of employees, hours of plant operation, and proposed or actual hours of operation of pretreatment system;
 - N. Pollution Prevention (P2) activities such as source reduction, waste minimization, environmental management systems, water and energy conservation;
 - O. Any relevant information as may be deemed by the City to be necessary to evaluate the permit application, and;
 - P. Signature; the certification statement under Section 6.13 shall be on the permit application and signed by an authorized representative of the industrial user.
 - Q. If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Control Authority prior to or together with any reports to be signed by an Authorized Representative.
 - R. Incomplete or inaccurate applications will not be processed and will be returned to the User for revision.
- 5.7 Individual Wastewater Discharge Permit Decisions.** The Control Authority will evaluate the data furnished by the User and may require additional information. Within 90 days of receipt of a complete permit application, the Control Authority will determine whether to issue an individual wastewater discharge permit. The Control Authority may deny any application for an individual wastewater discharge permit.
- 5.8 Individual Wastewater Discharge Permit Contents.** An individual wastewater discharge permit shall include such conditions as are deemed reasonably necessary by the Control Authority to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.
- 5.8.1 Individual wastewater discharge permits must contain:**
- A. A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
 - B. A statement that the wastewater discharge permit is nontransferable without prior notification to the Control Authority in accordance with, Section 5.11 of this document, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
 - C. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards;
 - D. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.

- E. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
- F. Requirements to control Slug Discharge, if determined by the Control Authority to be necessary. Individual wastewater discharge permits may contain, but need not be limited to, the following conditions:
 - a) Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 - b) Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of pollutants into the treatment works;
 - c) Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
 - d) Development and implementation of Pollution Prevention (P2) activities such as source reduction and waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 - e) The unit charge or schedule of User charges and fees for the management of the wastewater discharged to the POTW;
 - f) Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
 - g) A statement that compliance with the individual wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable Federal and State Pretreatment Standards, including those which become effective during the term of the individual wastewater discharge permit; and
 - h) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this document, and State and Federal laws, rules, and regulations.

5.9 Individual Wastewater Discharge Permit Duration. An individual wastewater discharge permit shall be issued for a specified time period, not to exceed five (5) years from the effective date of the permit. An individual wastewater discharge permit may be issued for a period less than five (5) years, at the discretion of the Control Authority. Each individual wastewater discharge permit will indicate a specific date upon which it will expire.

5.10 Permit Modifications. The Control Authority may modify an individual wastewater discharge permit for good cause, including, but not limited to, the following reasons:

- A. To incorporate any new or revised Federal, State, or local Pretreatment Standards or Requirements;

- B. To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of the individual wastewater discharge permit issuance;
- C. A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;
- D. Information indicating that the permitted discharge poses a threat to the City's POTW, City personnel, or the receiving waters;
- E. Threats to the POTW's beneficial sludge use;
- F. Violation of any terms or conditions of the individual wastewater discharge permit;
- G. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required reporting;
- H. To correct typographical or other errors in the individual wastewater discharge permit; or
- I. To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with this document.

5.11 Permit Transfer. Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least sixty (60) days advance notice to the Control Authority and the Control Authority approves the wastewater discharge permit transfer. The notice to the Control Authority must include a written certification by the new owner and/or operator which:

- A. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes.
- B. Identifies the specific date on which the transfer is to occur.
- C. Acknowledges full responsibility for complying with the existing wastewater discharge permit.
- D. List new contact information, including signatory authority.

5.11.1 Failure to provide advance notice of a transfer renders the wastewater discharge permit null and void on the date of facility transfer.

5.12 Permit Revocation

5.12.1 Wastewater discharge permits may be revoked for the following reasons:

- A. Failure to notify the Control Authority of significant changes to the wastewater prior to the changed discharge;
- B. Failure to provide prior notification to the Control Authority of any planned significant changes in operation;

- C Misrepresentation or failure to fully disclose all relevant facts in the wastewater discharge permit application;
 - D Falsifying self-monitoring reports;
 - E Tampering with monitoring equipment;
 - F Refusing to allow the Control Authority timely access to the facility premises and records;
 - G Failure to meet effluent limitations;
 - H Failure to pay fines;
 - I Failure to pay sewer charges;
 - J Failure to meet compliance schedules;
 - K Failure to complete a wastewater survey or the wastewater discharge permit application;
 - L Failure to provide advance notice of the transfer of a permitted facility;
- 5.12.2 Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit or these specifications.
- 5.12.3 Wastewater discharge permits shall be null and void upon non-use, cessation of operations, or transfer of business ownership. All wastewater discharge permits are void upon the issuance of a new wastewater discharge permit.
- 5.13 Wastewater Discharge Permit Appeals.** Any person, including the industrial user, may petition the City to reconsider the terms of a wastewater discharge permit within 60 days of its issuance.
- A Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.
 - B In its petition, the appealing party must indicate the wastewater discharge permit provisions objected to, the reasons for this objection, and the alternative condition, if any, it seeks to place in the wastewater discharge permit.
 - C The effectiveness of the wastewater discharge permit shall not be stayed ending the appeal.

Section 6 REPORTING PROCEDURES

6.1 Baseline Monitoring Reports

- 6.1.1 Within 180 days after the effective date of a categorical pretreatment standard, or 180 days after the final administrative decision made upon a category determination submission under 40 CFR 403.6 (a) (4), whichever is later, existing industrial users subject to such categorical pretreatment standards and currently discharging to or scheduled to discharge to a POTW shall be required to submit to the Control Authority a report which contains the information

listed in parts 6.1.2, 6.1.3, & 6.1.4 below. At least 90 days prior to commencement of their discharge, new sources, and sources that become industrial users subsequent to the promulgation of an applicable categorical standard, shall be required to submit to the Control Authority a report which contains the information listed in parts 6.1.2, 6.1.3, & 6.1.4 below. A new source shall also be required to report the method of pretreatment it intends to use to meet applicable pretreatment standards. A new source shall also give estimates of its anticipated flow and quantity of pollutants discharged. All sampling and analysis used for this report shall be performed in accordance with 40 CFR Parts 136 and amendments thereto. A complete chain of custody record shall be submitted along with any report of sample analysis.

- 6.12 The industrial user shall submit the information required by this section including:
- A Identifying Information; the name and address of the facility including the name of the operator and owners.
 - B Wastewater Discharge Permits; a list of any environmental control wastewater discharge permits held by or for the facility.
- 6.13 Description of Operations
- A A comprehensive description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes.
 - B Types of wastes generated, and a list of all raw materials and chemicals used or stored at the facility which are, or could accidentally or intentionally be, discharged to the POTW;
 - C Number and type of employees, hours of operation, and proposed or actual hours of operation;
 - D Type and amount of raw materials processed (average and maximum per day);
 - E Comprehensive site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
 - F Time and duration of discharges;
 - G The location for monitoring all wastes covered by the permit;
 - H Flow Measurement; information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula set out in 40 CFR 403.6 (e).
- 6.14 Measurement of Pollutants.
- A The categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources.

- B. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Control Authority, of regulated pollutants in the discharge from each regulated process.
- C. Instantaneous, daily maximum, and long-term average concentrations, or mass, where required, shall be reported.
- D. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in, Section 6.10 and 6.11.1 of these specifications. Where the Standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Control Authority of the applicable Standards to determine compliance with the Standard.
- E. Sampling must be performed in accordance with procedures set out in, Section 6.11.1 of these specifications.
- F. The Control Authority may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
- G. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.
 - a) Certification; a statement reviewed by the industrial user's authorized representative and certified by a qualified professional, indicating whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the pretreatment standards and requirements.
 - b) Compliance Schedule; if additional pretreatment and/or O&M will be required to meet the pretreatment standards; the shortest schedule by which the industrial user will provide such additional pretreatment and/or O&M. The completion date in this schedule shall not be later than the compliance date established for the applicable pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements set out in Section 6.2 below.
- H. Signature; the certification statement under Section 6.13 shall be on the permit application and signed by an authorized representative of the industrial user.

62 Compliance Schedule Progress Reports. Compliance Schedules (for categorical or non-categorical IUs) shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the user to meet the applicable pretreatment standards (such events include hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, beginning and conducting routine operation). No increment referred to above shall exceed nine (9) months. The industrial user shall submit a progress report to the Control Authority no later than 14 days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, (if appropriate) the steps being taken by the industrial user to return to the established schedule. In no event shall more than nine (9) months elapse between such progress reports to the Control Authority.

- 63 Report on Compliance with Categorical Pretreatment Standard Deadline.** Within 90 days following the date for final compliance with applicable categorical pretreatment standards; or in the case of a new source, following commencement of the introduction of wastewater into the POTW, any Industrial User subject to pretreatment standards and requirements shall submit to the Control Authority a report containing the information described in Section 6.11 (b). Industrial Users subject to equivalent mass or concentration limits established by the Control Authority, [See 40CFR 403.6(c)] this report shall contain reasonable measure of the User's long term production rate. For all other Industrial Users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports must be signed and certified in accordance with Section 6.13 of this document. All Sampling will be done in conformance with Section 6.11, of this document and all applicable 40 CFR 136 (and amendments thereto) sampling requirements.
- 64 Periodic Reports on Continued Compliance.**
- 64.1 All Significant Industrial Users must, at a frequency determined by the Control Authority submit no less than twice per year (June and December [or on dates specified]) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Control Authority or the Pretreatment Standard necessary to determine the compliance status of the User.
- 64.2 All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
- 64.3 If any Industrial User subject to reporting requirements monitors more frequently than required by the Control Authority, the results shall be included in the report. A complete chain of custody record shall be submitted along with any report of sample analysis.
- 64.4 All periodic compliance reports must be signed and certified in accordance with, Section 6.13 of this document.
- 65 Notification of Changed Discharge.** All Industrial Users shall notify the POTW sixty (60) days in advance of any substantial change in the volume or character of pollutants in their discharge, including the listed or characteristic hazardous wastes for which the Industrial User has submitted initial notification under 40 CFR 403.12 (p).
- A. The Control Authority may require the industrial user to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application.
- B. The Control Authority may issue a wastewater discharge permit or modify an existing wastewater discharge permit.

- C. No industrial user shall implement the planned changed condition(s) until or unless the Control Authority has responded to the industrial user's notice.
- D. For purposes of this requirement, flow increases of ten percent (10%) or greater, and the discharge of any previously unreported pollutants, shall be deemed significant.

66 Reports of Potential Problems.

- 66.1 In the case of any discharge, including, but not limited to, accidental discharges, discharges of a non-routine, episodic nature, a non-customary batch discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.

- 66.2 Significant Industrial Users are required to notify the Control Authority immediately of any changes at its facility affecting the potential for a Slug Discharge.

- 67 **Reports from Unpermitted Users.** All Users not required to obtain an individual wastewater discharge permit shall provide appropriate reports to the Control Authority as the Control Authority may require.

68 Notification of the Discharge of Hazardous Waste.

- A Any User who commences the discharge of hazardous waste shall notify the Control Authority, the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification also shall contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. However, notifications of changed conditions must be submitted per section 6.5 of Part 1 – Pretreatment Program Specifications. The notification requirement in this Section does not apply to pollutants already reported by Users subject to categorical Pretreatment Standards under the self-monitoring requirements of this document.
- B In the case of any new regulations under section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Control Authority, the EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.

- C In the case of any notification made under this Section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- D This provision does not create a right to discharge any substance not otherwise permitted to be discharged by this document, a permit issued thereunder, or any applicable Federal or Statelaw.

6.9 Repeat Sampling and Reporting. If sampling performed by an Industrial User indicates a violation, the user shall notify the Control Authority within 24 hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation, except the Industrial User is not required to resample if:

- A The Control Authority performs sampling at the Industrial User at a frequency of at least once per month, or
- B The Control Authority performs sampling at the User between the time when the User performs its initial sampling and the time when the User receives the results of this sampling.

6.10 Analytical Requirements. All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Control Authority or other parties approved by EPA.

6.11 Sample Collection

- 6.11.1 Except as indicated in paragraph 6.11.2, below, the industrial user must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Control Authority may authorize the use of time proportional sampling or through a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits. Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.
- 6.11.2 For sampling required in support of baseline monitoring and 90 day compliance reports required in section 6.1 and 6.3 [40 CFR 403.12(b) and (d)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Control Authority may authorize a lower minimum. For the reports required by paragraphs, Section 6.4 (40 CFR 403.12(e) and 403.12(h)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

- 6.12 Record-keeping Requirements.** Users subject to the reporting requirements of this document shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this document, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under, Section 3.5. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Control Authority.
- A. Any Industrial User and POTW subject to the reporting requirements established in this section shall maintain records of all information resulting from any monitoring activities required by this section. Such records shall include for all samples:
- a) The date, exact place, method, preservation, time of sampling and the names of the person or persons taking the samples;
 - b) The dates analyses were performed;
 - c) Who performed the analyses;
 - d) The analytical techniques/methods used; and
 - e) The results of such analyses.
- B. Any Industrial User or POTW subject to the reporting requirements established in this section shall be required to retain for a minimum of 3 years any records of monitoring activities and results (whether or not such monitoring activities are required by this section) and shall make such records available for inspection and copying by the Control Authority and/or the Approval Authority. This period of retention shall be extended during the course of any unresolved litigation regarding the Industrial User or POTW or when requested by the Approval Authority or the U.S. EPA Regional Administrator.
- 6.13 Certification Statements.** The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with, Section 5.6; Users submitting baseline monitoring reports under, Section 6.1; Users submitting reports on compliance with the categorical Pretreatment Standard deadlines under, Section 6.3; Users submitting periodic compliance reports required by, Section 6.4. The following certification statement must be signed by an Authorized Representative as defined in Appendix B (#7) of this document.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

614 Provisions Governing Fraud and False Statements. The reports and other documents required to be submitted or maintained under this section shall be subject to:

- A. The provisions of 18 U.S.C. section 1001 relating to fraud and false statements;
- B. The provisions of sections 309(c) (4) of the Act, as amended, governing false statements, representation or certification; and
- C. The provisions of section 309 (c) (6) regarding responsible corporate officers.

Section 7 COMPLIANCE MONITORING

7.1 Right of Entry; Inspection and Sampling. The Control Authority shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this document and any individual wastewater discharge permit or order issued hereunder. Users shall allow the Control Authority ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- A. Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Control Authority shall be permitted to enter without delay for the purposes of performing specific responsibilities.
- B. The Control Authority shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.
- C. The Control Authority may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its own expense
- D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Control Authority and shall not be replaced. The costs of clearing such access shall be born by the User.
- E. Unreasonable delays in allowing the Control Authority access to the User's premises shall be a violation of this document.

7.2 Monitoring Facilities

7.2.1 Each industrial user shall provide and operate at the user's own expense, monitoring facilities and monitoring equipment to allow observation, inspection, sampling and flow measurement of all waste created and/or discharged by the user. Each such monitoring facility shall be constructed in a manner approved by the City on the user's premises downstream from any treatment or storage tanks or other approved works utilized by the user for pretreatment; provided, however, that where such on- premises location would be important or cause undue hardship on the user, the City may allow the facility to be constructed in the public street or other area as long as such location provides ease of entrance and will remain readily

accessible and unobstructed with ample room in or near such sampling manhole or facility to allow accurate sampling and proportion of samples for analysis. All sampling and measuring equipment shall be maintained at all times in a safe and proper operating condition at the expense of the user.

- 7.2.2 In the event it is determined by the Control Authority that no special manhole or other facility is required to accurately determine the quality and quantity of waste being discharged, the downstream public sewer manhole nearest to the point at which the serviced premises is connected shall be used for all monitoring purposes.
- 7.3 **Search Warrants.** If the Control Authority has been refused access to a building, structure or property or any part thereof, and if the Control Authority has demonstrated probable cause to believe that there may be a violation of this document or that there is a need to inspect as part of a routine inspection program designed to verify compliance with this document or any permit or order issued hereunder, or to protect the overall public health, safety and welfare of the community, then upon application by the City Attorney, the Municipal Court Judge of the City of Bentonville shall issue a search and/or seizure warrant describing therein the specific location subject to the warrant. The warrant shall specify what, if anything may be searched and/or seized on the property described. Such warrant shall be served at reasonable hours by the Control Authority in the company of a uniformed police officer of the City of Bentonville. In the event of an emergency affecting public health and safety, inspections shall be made without the issuance of a warrant.
- 7.4 **Confidential Information**
- 7.4.1 Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs, and from inspections shall be available to the public and other governmental agencies without restriction unless the user specifically requests otherwise and is able to demonstrate to the satisfaction of the Control Authority that the release of such information would divulge information about processes or methods of production entitled to protection as trade secrets of the user.
- 7.4.2 When such request by the person furnishing a report is accepted and approved by the Control Authority the portion of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available to governmental agencies and only for uses related to this document, the National Pollutant Discharge Elimination System (NPDES) Permit, State Water Pollution Control Permit, and/or the Pretreatment Programs; provided, however, that such portions of a report shall be available for use by the State or any State agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics and other "effluent data" as defined by 40 CFR 2.302 will not be recognized as confidential information and will be available to the public without restriction.
- 7.4.3 Information accepted by the Control Authority as confidential shall not be transmitted to any governmental agency or to the general public by the Control Authority until or unless a ten (10) day notification is given to the user.
- 7.5 **Publication of Industrial Users in Significant Noncompliance.** The Control Authority shall publish annually, in the largest daily newspaper published in the municipality where the POTW is located, a list of the industrial users which, during the previous 12 months, were in significant noncompliance with applicable pretreatment standards and requirements. The term significant noncompliance shall mean:

- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken during a 6- month period exceed the daily maximum limit, average monthly limit or Instantaneous limit for the same pollutant parameter by any amount;
- B. Technical Review Criteria (TRC) violations, defined here as those in which thirty- three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a 6-month period equals or exceeds the product of the daily maximum limit, the average monthly limit or Instantaneous limit multiplied by the applicable criteria {1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH};
- C. Any other violation of a Pretreatment Standard or Requirement as defined by Section 2 (Daily Maximum, long term average, Instantaneous Limit, or narrative standard) that the Control Authority determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- D. Any discharge of pollutants that have caused imminent endangerment to the public or to the environment, or have resulted in the Control Authority's exercise of its emergency authority to halt or prevent such a discharge;
- E. Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining a final compliance;
- F. Failure to provide within 30 days after the due date, any required reports, including baseline monitoring reports, 90 day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- G. Failure to accurately report noncompliance;
- H. Any other violation(s), which may include a violation of Best Management Practices, which the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program.

Section 8 LIQUID WASTE TRANSPORTATION

8.1 Permit – Required

- 8.1.1 It shall be unlawful for any person to pick up and transport liquid waste generated within the City of Bentonville to any wastewater treatment plant or disposal facility without first obtaining a waste hauler permit from the City of Bentonville Control Authority. The permit shall designate the liquid waste authorized for transportation in each vehicle.
- 8.1.2 A person who desires a permit must make application on a form provided by the Control Authority.
- 8.1.3 A person who desires a permit must submit with his application a photocopy of the transporter's driver's license. A permittee shall notify the Control Authority of employment changes during the permit period and shall provide the Control Authority a copy of the new transporter's driver's license.

8.1.4 The permit is not transferable.

82 Insurance – Required. As a prerequisite to the issuance of any permit required by this article that the permittee shall file with the Control Authority, and shall thereafter keep in full force and effect at all times (1) a policy of comprehensive general liability insurance, with a company authorized to do business in the state of Arkansas, in minimum amounts of one-hundred thousand dollars (\$100,000.00) per occurrence for bodily injury, and fifty-thousand dollars (\$50,000.00) per occurrence for property damage, and (2) a policy of automobile liability insurance, covering the operation of each vehicle used in such business, in minimum amounts of one-hundred thousand dollars (\$100,000.00) per person for bodily injury, three-hundred thousand dollars (\$300,000.00) per occurrence for bodily injury, and fifty thousand dollars (\$50,000.00) per occurrence for property damage. The City shall be named as an additional insured in all insurance policies required by this article. Each insurance policy shall require notice from the insured and/or insurer to the Industrial Monitor at least thirty (30) days prior to cancellation by the insurer or the insured.

83 Fee and Display of Permit

8.3.1 Each permittee shall pay a permit fee specified by the Control Authority. An additional fee, specified by the Control Authority, will be charged for each permitted vehicle. Each permit must be renewed bi-annually between 60 and 30 days before the permit expiration date for the coming year.

8.3.2 The Control Authority shall number permits consecutively. The permit holder shall keep the permit receipt, or a copy, in the vehicle at all times.

8.4 Liquid Waste Vehicles: Maintenance

8.4.1 A liquid waste transporter shall:

- A. Maintain tanks, pumps, valve hoses, racks, cylinders, diaphragms, pipes, connections, and other appurtenances on a vehicle in good repair and free from leaks;
- B. Provide a safety plug or cap for each valve of a tank; and
- C. Cause the vehicle exterior to be clean and the vehicle odor-free at the beginning of each work day.

8.4.2 The Control Authority may cause any vehicle operated in violation of this article to be impounded or immobilized until the violation is corrected. The Control Authority may also revoke the permit for an improperly operated vehicle.

8.5 Liquid Waste Vehicles: Qualification

8.5.1 To qualify for a permit, a vehicle must comply with the following requirements:

- A. The sample tank shall be an integral part of a vehicle to transport liquid waste; portable tanks or other containers temporarily installed in vehicles are prohibited;
- B. Piping, valves, and connectors shall be securely attached to tank and/or vehicle;
- C. Truck tank must be liquid tight;

- D. Truck tanks to be constructed so that every interior and exterior portion can be easily cleaned;
- E. Piping, valves, and connectors shall be accessible and easy to clean;
- F. Opening of a tank to be constructed so that collected waste will not spill during filling, transfer or during transport;
- G. Outlet connections to be constructed so that no liquid waste will leak, run, or spill out from the vehicle;
- H. Outlets to be of a design and type suitable for the liquid waste handled and capable of controlling flow or discharge without spillage and undue spray on or flooding of immediate surroundings while in use; and
- I. Pumps, and valves, cylinders, diaphragms, and other appurtenances to be of a design and type suitable for the type of waste handled, capable of operation without spillage, spray, or leakage, and capable of being easily disassembled for cleaning.

8.6 Responsibilities of Liquid Waste Transporter

- A. Before accepting a load of liquid waste for transportation, a liquid waste transporter shall determine (1) the nature of the material to be transported, and (2) that his equipment is sufficient to properly handle the job without spillage, leaks, or release of toxic or harmful gases, fumes, liquids, or other substances. Upon delivery of the waste to the disposer, the transporter shall inform the disposer of the nature of the waste.
- B. A transporter with a City of Bentonville liquid waste transporter permit shall not transport hazardous materials, in vehicles permitted by the City for transporting liquid waste.
- C. A transporter holding a City of Bentonville permit must use a disposal site permitted and approved by the Arkansas Department of Environmental Quality (if land applied) or the environmental control authority in any adjoining state.
- D. The following described manifest system, consisting of a multi-part manifest ticket, shall be used to document the generation, transportation, and disposal of all applicable liquid waste generated in the City of Bentonville, shall be used:
 - a) Manifest books shall be purchased by the transporter from the City of Bentonville, for an established fee.
 - b) A transporter shall complete one manifest for each location serviced, with the exception of chemical/portable toilet companies servicing their own units. Chemicals of portable toilet companies servicing their own units shall be exempt from trip ticket requirements but shall be required to submit a monthly total of volumes disposed and the location of disposal to the Control Authority.
 - c) A copy of the grease trap manifest shall be signed by the generator/ responsible party or manager and the transporter at the time of waste collection; a copy thereof shall be maintained by the generator for a period of three (3) years.

- d) A copy of the manifest shall be signed by the transporter and disposer at the time of disposal and; a copy thereof shall be maintained by the disposer.
- e) A copy of the manifest shall be maintained by the transporter and; a completed copy of each manifest generated in the city shall be presented on the first of each month to the Control Authority.
- f) A copy of all completed manifests shall be maintained by the Control Authority for a period of three (3) years.
- g) All pertinent sections of the manifest must be completed prior to signing.
- h) Liquid waste haulers of septic waste only may note on the manifest if the generator is not available to sign the document provided all other information for the generator including the phone number is listed; a responsible party for grease interceptor generators must be onsite to observe interceptor cleaning.

8.7 Accumulation of Liquid Waste. It shall be unlawful for any person to allow liquid waste that emits noxious or offensive odors or is unsanitary or injurious to public health to accumulate upon property under his control.

8.8 Disposal of Liquid Waste

8.8.1 It is unlawful for any person to unload or offer for sale or exchange liquid waste anywhere except at a place permitted by the City, the State, or the Federal government.

8.8.2 It is unlawful for any person to deposit or discharge liquid waste onto a street or into a storm or sanitary sewer or an area that drains into the storm sewer system.

8.9 Responsibilities of Liquid Waste Generator. A generator of liquid wastes shall not have hazardous wastes or liquid waste in combination with hazardous waste removed from his premises by a liquid waste transporter operating under a City permit.

- A. It shall be the responsibility of the grease generator to assure the manifests are complete, accurate and include;
 - a) Business name
 - b) Business address
 - c) Telephone number
 - d) Waste capacity of the grease control device
 - e) Date of delivery to transporter
 - f) Name and signature of the manager or owner
- B. The generator shall ensure that all water, floating grease, and sludge is removed from the grease control device
- C. The generator shall use only waste haulers permitted by the city

- D. Report spills, and accidents involving collection device to the proper local authorities within 24 hours;
- E. Clean up spills and accidents immediately and have all waste material disposed of by a permitted waste hauler.

8.10 Responsibilities of Liquid Waste Disposers

8.10.1 It shall be unlawful for a liquid waste disposer to allow accumulation of liquid waste on his premises so that rainfall could carry the material to storm sewers or create a noxious odor or health hazard.

8.10.2 A liquid waste disposer shall:

- A. Obtain and maintain compliance with all licenses and/or permits required by local, state, or federal law;
- B. Accept waste only from permitted transporters;
- C. Maintain trip ticket copies for a period of two years;
- D. Accept only those classes of waste authorized by this document or permit; and
- E. Make available all records required to be kept for inspection by the Control Authority during normal business hours.

8.11 Rules and Regulations. The Control Authority may promulgate rules and regulations necessary to carry out the provisions of this document and to protect the public from health and safety hazards. The Control Authority may amend any permit issued hereunder to ensure compliance with applicable laws and regulations.

8.12 Denial, Suspension, and Revocation of Permit. The Control Authority may deny a permit if it is determined that an applicant is not qualified under section 8 of this document and may suspend or revoke a permit if it is determined that a permittee:

- A. Has violated a provision of this section;
- B. Has failed to pay a required fee;
- C. Has failed to comply with maintenance or inspection requirements; or
- D. Has failed to deliver completed manifests to the Control Authority.
- E. After suspension under this section, a permittee may file a request for reinstatement of the permit. When the Control Authority determines that the permittee is again qualified, all violations have been corrected, precautions have been taken to prevent future violations, and all required fees have been paid, the permit may be reinstated at the option of the Control Authority.
- F. The Control Authority may revoke for a period of one year or less all permits held by a liquid waste transporter if the transporter or an employee of the transporter violated any of

the provisions of this section, any rule or regulation promulgated by the Control Authority, or any applicable City document or State law.

- G. It shall be unlawful for a permittee whose permit is suspended or revoked to collect, transport, or dispose of any waste materials within the jurisdiction of the Control Authority.

8.13 Penalties.

- 8.13.1 Any person, operator, or owner who shall violate any provision of this section, or who shall fail to comply with any provision hereof, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than one thousand dollars (\$1000.00) or double that sum for each repetition of such offense. Each violation and each day a violation continues shall constitute a separate offense.
- 8.13.2 Any person found guilty of violating any provision of this document shall be liable to the City for any expense, loss, fines or damage occasioned by the City for proper clean-up and proper disposal of said waste materials.

Section 9 ABNORMAL SEWAGE

Any user generating abnormal sewage which exhibits none of the characteristics of wastes prohibited in Section 2 of this document, but which has an average concentration in excess of normal sewage during a twenty-four (24) hour period, may be required to pre-treat such abnormal sewage to meet the parameters of normal sewage or such other levels in excess of normal sewage parameters as the City may determine is acceptable in a particular case. Such wastes may, however, be accepted by the POTW for treatment if all of the following requirements are met.

- A. The waste will not cause damage to the collection system;
- B. The wastes will not impair the treatment processes;
- C. The user agrees to payment of a surcharge over and above published sewer rates, as provided herein; and
- D. The waste is amenable to treatment such that when is discharged to the City's sewage collection system, the waste does not cause the City POTW's effluent to exceed the Water Quality Standards set by Federal and/or State agencies having jurisdiction or cause the City's POTW effluent to fail whole effluent toxicity tests.
- E. Surcharge will be adjusted on billings for the month following submission of new data.
- F. Typical domestic waste values for conventional pollutants and pollutants of concern will be established by the Control Authority for use in surcharge calculations. The methods of sampling, data collection, and reporting for surcharge calculation will be defined in the Industrial Discharge Permit as assigned to each user as required.
- G. All measurements, tests and analyses of the waste characteristics shall be determined in accordance with the latest approved methods in 40 CFR Part 136.
- H. The volume of flow used in computing abnormal sewage surcharges shall be based upon

metered water consumption as shown in the records of meter readings maintained by the City's Business Office. In the event that a person discharging waste into the City sanitary sewer system produces evidence to the City demonstrating that a portion of the total amount of water used for all purposes is not discharged into the POTW, a separate meter or meters or other approved flow measuring device may be installed at the user's expense, upon his request, to measure only that portion of the total flow being discharged into the City sewer system. If a surcharge is assessed by the City, it shall be shown separately on the monthly billing.

- I. Any person discharging industrial waste into the sanitary sewers of the City who procures any part or all of the user's water supply from sources other than the City of Bentonville, all or part of which is discharged into the sanitary sewer, shall install and maintain at the user's expense water meters of the type approved by the City for the purpose of determining the proper volume of flow to be used in computing sewer service charges. Such meter will be read and tested for accuracy when deemed necessary by the City. Where it can be shown that a portion of water measured by the aforesaid meter or meters does not enter the sanitary sewer system of the City, then the user may install additional approved meters at the user's expense in such a manner as to measure the quantity of water actually entering the said sanitary sewer system from the premises of such user, and the quantity of water used to determine the sewer service charge and abnormal sewage surcharge shall be the quantity of water actually entering the sewage system as so determined.
- J. Computation of each abnormal sewage surcharge, as applicable, shall be based on the following:

$$S = V \times 8.34 \times (ASC - TDW) \times \text{charge per lb.}$$

S = Surcharge in dollars for the billing period

V = Water discharged to wastewater system in millions of gallons during the billing period

= Weight of water in pounds per gallon

ASC = Abnormal sewage concentration

TDW = Typical Domestic Waste

Charge per lb. is a variable based on the cost per lb. to treat waste. This cost is calculated by the Control Authority as needed.

- K. The City reserves the right to review and to reject any waters or industrial waste entering the sewer system or proposed to be discharged into the system having an average daily flow greater than ten percent (10%) of the design flow capacity of the plant which will treat the waste. In the event the City's measurement discloses such flow in excess of ten percent (10%) of said capacity the City shall be under no obligation to receive such flow in excess ten percent (10%). An owner affected hereby shall be promptly notified of such determination by the City. A special contract, at the City's option, may be made with the user to accommodate such excess flow.

Section 10 ENFORCEMENT

10.1 Emergency Suspension of Service

- 10.1.1 The Control Authority may unilaterally order the suspension of wastewater service to any user when such action is necessary in order to prevent or eliminate an indirect discharge, which, in the opinion of the Control Authority, presents or may present an imminent or serious endangerment to the health or safety of persons or the environment, causes significant interference to the POTW, or causes the City to violate any condition of the NPDES Permit. Upon notification of a suspension of its discharge, the user shall immediately stop its contribution to the system. In the event of a failure of the user to voluntarily comply with suspension order, the Control Authority shall take such steps as deemed necessary, in the City's Pretreatment Program Enforcement Response Plan, including immediate severance of the sewer connection, to prevent or minimize damage to the POTW system or endangerment to any individual.
- 10.1.2 Subsequent to ordering such a suspension, the Control Authority shall issue a written report containing information and investigative data upon which the Control Authority relied in ordering the suspension of service. A copy of this report will be forwarded to the affected user. A detailed written statement describing the cause of the harmful discharge and the measures taken to prevent any further occurrence shall be submitted by the user to the Control Authority within fifteen (15) days of the date of occurrence of the discharge.
- 10.1.3 All costs incurred by the City in detecting, investigating, monitoring, measuring and eliminating the harmful discharge, any NPDES fines or penalties assessed upon the City, along with any disconnect and reconnect fees, shall be reimbursed to the City by the user responsible for the harmful discharge. Any property damage to the POTW or its appurtenant structures which results from the harmful discharge shall also be borne by the user responsible for the harmful discharge. The Control Authority shall approve the time period for reimbursement.
- 10.1.4 No sanitary sewer service or water service disconnection hereunder shall be reconnected until the condition causing the disconnection has been corrected. The Control Authority may reconnect the service upon receipt of a statement, properly executed by the owner and certified by a registered engineer, which sets forth that the cause of the violation has been eliminated. Reconnection shall be at the owner's expense.
- 10.1.5 Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency Suspension under this Section.
- 10.2 Administrative Enforcement Remedies.** Whenever the Control Authority finds that any user has violated or is violating provisions of this document, or the industrial wastewater discharge permit, or any prohibition, BMP, limitation, or requirement promulgated by a State or Federal agency and applicable to such user, the Control Authority shall serve upon such person a written notice stating the nature of the violation.
- 10.2.1 The user responding to receipt of an alleged violation shall reply within fifteen (15) days of the date of the notice in one of the following forms:
- A A user admitting responsibility for the alleged violation shall submit a written report to the Control Authority. If the nature of the violation either of the permit or this document, involves an indirect discharge of industrial waste that is prohibited, or exceeds quantity, quality, or concentration limitations, the written report shall contain

information setting forth the time, date, location, cause, source, quantity, quality, and concentration of the discharge, and the corrective measures actually taken or to be taken by the user to prevent any similar recurrent discharges. If the nature of the violation of either the permit or this document involves an administrative or procedural noncompliance, the written report shall contain the corrective measures and time schedule the user has adopted to insure expeditious compliance. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the Notice of Violation.

- B. Submission of such a plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Control Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.
- C. A user denying responsibility for the alleged violation shall submit a written report to the Control Authority setting forth the basis for the denial and requesting a Show Cause Hearing.
- D. If a written response from the user is not submitted to the Control Authority within fifteen (15) days of the date of notice, the Control Authority may issue an Administrative Order or institute civil and/or criminal proceedings against the user for violations.

10.2.2 **Consent Orders** - The Control Authority may enter into Consent Orders, assurances of compliance, or other similar documents establishing an agreement with any User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall have the same force and effect as the administrative orders issued pursuant to any applicable section(s) of this document and shall be judicially enforceable.

10.2.3 **Show Cause Hearing** - The Control Authority may order any user which causes or contributes to violation(s) of this document, wastewater discharge permits, or orders issued hereunder, or any other pretreatment standard or requirement, to appear before the Control Authority and show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least fifteen (15) days prior to the hearing. Such notice shall be served on any authorized representative of the user. Whether or not the user appears as ordered, immediate enforcement action may be pursued following the hearing date. A show cause hearing shall not be a prerequisite for taking any other action against the user.

- A. The Control Authority may conduct the Hearing and take the evidence, or may designate a hearing officer to:
 - a. Issue, in the name of the City, notice of hearing requesting the attendance and testimony of witnesses, and evidence relevant to any matter involved in such hearings;
 - b. Take the evidence; and/or,

- c. Transmit a report of the evidence and hearing including transcripts or other evidence, together with recommendations to the City of action thereon.
- B. At any hearing held pursuant to this document, testimony taken must be under oath and recorded stenographically. The transcript, so recorded, will be made available to any member of the public or any party to the hearing upon payment of the usual charges therefore.
- C. After the Control Authority has reviewed the evidence, a finding of no responsibility or an issue of an Administrative Order may be issued to the user responsible for the discharge. This Order may direct that the sewer service be discontinued unless adequate treatment facilities, devices or other related appurtenances shall have been installed, by a specified date, existing treatment facilities, devices, or other related appurtenances are properly operated. Such order shall provide a compliance and cost reimbursement schedule, assessment of administrative penalties and such further orders and directions as are necessary and appropriate.

10.24 Compliance Orders –

- A. When the Control Authority finds that a User has violated, or continues to violate, any provision of this document, an individual wastewater discharge permit, a compliance order issued hereunder, or any other Pretreatment Standard or Requirement, the Control Authority may issue an order to the User responsible for the discharge directing that the User come into compliance within a specified time. If the User does not come into compliance within the time provided, sewer service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated.
- B. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the amount of pollutants discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the User of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the User.

10.25 Cease and Desist Orders -

- A. When the Control Authority finds that a User has violated, or continues to violate, any provision of this document, an individual wastewater discharge permit, an order issued hereunder, or any other Pretreatment Standard or Requirement, or that the User's past violations are likely to recur, the Control Authority may issue an order to the User directing it to cease and desist all such violations and directing the User to:
 - a. Immediately comply with all requirements; and
 - b. Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the User.

- B. The Control Authority is hereby empowered to enter into Consent Orders, Show Cause Orders, Compliance Orders, or Cease and Desist Orders at any time as deemed appropriate by the Control Authority. Administrative Orders will be the first formal response to significant noncompliance (unless judicial proceedings are more appropriate), and may incorporate compliance schedules, administrative penalties, and termination of service orders. If a Show Cause Hearing requested by the industrial user results in findings of responsibility on the part of the industrial user, an Administrative Order will be issued. Such orders will include specific action to be taken by the user to correct the noncompliance within a time period also specified by the order.

10.3 Judicial Enforcement Remedies

- 10.3.1 **Injunctive Relief.** When the Control Authority finds that a User has violated, or continues to violate, any provision of this document, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Control Authority may petition the Benton County Circuit Court through the City's Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the individual wastewater discharge permit, order, or other requirement imposed by this document on activities of the User. The Control Authority may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the User to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a User.
- 10.3.2 **Civil Penalties.** The City of Bentonville has the authority, by promulgation of this document, to collect in a court of competent jurisdiction civil or criminal penalties in an amount not to exceed one thousand dollars (\$ 1,000) per violation per day by industrial users of pretreatment standards or requirements. Such criminal or civil action may be initiated only after a majority vote of the City's governing body resolves to pursue such action. Each day of a continuing violation may be deemed a separate violation. The Control Authority may recover reasonable attorney's fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City of Bentonville.

Where a user has repeatedly violated the wastewater discharge permit during any 90 day period, the Control Authority may require the user to post a cash or surety bond payable to the City in a sum determined by the Control Authority, to be necessary to achieve consistent compliance. The bond shall not exceed double the total amount of costs assessed the user as a result of all of its violations within such 90 day period. The costs shall be those as set forth in Section 1 of this Article. Such bond shall be subject to forfeiture to the City under the same procedure as set forth in paragraph 2 of this Section for penalties in the event of a repeat violation within 1 year of the date of placement of the bond. Failure or refusal to place such bond or to replace a forfeited bond within 72 hours of notification may result in failure of reconnection (if user has been disconnected) or disconnection as set forth in Section 1 of this Article.

In addition to any remedies provided above, the City reserves the right to seek legal and/or equitable remedies, including injunction, against any person violating this document, the provisions of an industrial wastewater discharge permit, and/or Federal or State laws governing water quality and industrial wastewater pretreatment. A legal or equitable proceeding prosecuted under this document does not constitute a waiver by the City of Bentonville of any right the City may have to join in or commence in a legal action originating from some alternative source of law or equity.

The Office of the City Attorney may commence such action for appropriate legal and/or equitable relief in courts having proper jurisdiction upon authorization by the City Council.

Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a User.

10.4 Criminal Prosecution

- 1041 A User who willfully or negligently violates any provision of this document, an individual wastewater discharge permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon conviction, be guilty of a misdemeanor, punishable by a fine of not more than \$1,000 per violation, per day.
- 1042 A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a [misdemeanor] and be subject to a penalty of at least \$1,000. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- 1043 A User who knowingly makes any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this document, individual wastewater discharge permit, or order issued hereunder, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this document shall, upon conviction, be punished by a fine of not more than \$1,000 per violation, per day. The Control Authority reserves the right to take any, all, or any combination of these actions against a noncompliant user. Enforcement of pretreatment violations will generally be in accordance with the Control Authority's enforcement response plan. However, the Control Authority reserves the right to take other action against any user when the circumstances warrant. Further, the Control Authority is empowered to take more than one enforcement action against any noncompliant user. These actions may be taken concurrently.

10.5 Affirmative Defenses to Discharge Violations

- 10.5.1 **Upset** - For the purposes of this section, "upset" means an exceptional incident in which there is unintentional and temporary noncompliance with categorical pretreatment standards because of factors beyond the reasonable control of the industrial user. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.
- A. An upset shall constitute an affirmative defense to an action brought for noncompliance with categorical pretreatment standards if the requirements of paragraph (3) are met.
- B. An industrial user who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
- a) An upset occurred and the industrial user can identify the cause(s) of the upset;
 - b) The facility was at the time being operated in a prudent and professional manner and in compliance with applicable operation and maintenance procedures;

- c) The industrial user has submitted the following information to the POTW and treatment plant operator within 24 hours of becoming aware of the upset, if the information is provided orally, a written submission must be provided within five days:
 - i. A description of the indirect discharge and cause of noncompliance
 - ii. The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue
 - iii. Steps being taken and/or planned to reduce or eliminate and prevent recurrence of the noncompliance.
- C. In any enforcement proceeding, the industrial user seeking to establish the occurrence of an upset shall have the burden of proof.
- D. Industrial users will have the opportunity for a judicial determination on any claim of upset only in an enforcement action brought for noncompliance with categorical pretreatment standards.
- E. The industrial user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards.
- F. The industrial user shall control production or all discharges to the extent necessary to maintain compliance with categorical pretreatment standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost or fails.

10.5.2 Bypass -

- A. An industrial user may allow any bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it also is for essential maintenance to assure efficient operation.
- B. If an industrial user knows in advance of the need for a bypass, it shall submit prior notice to the POTW, at least ten days before the date of the bypass if possible.
- C. An industrial user shall submit oral notice of an unanticipated bypass that exceeds applicable pretreatment standards to the POTW within 24 hours from the time it becomes aware of the bypass. A written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The POTW may waive the written report on a case-by-case basis if the oral report has been received within 24 hours.
- D. Bypass is prohibited, and the POTW may take enforcement action against an industrial user for a bypass, unless:
 - a) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

- b) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- c) The industrial user submitted notices as required under paragraph (3) of this section.
- d) The POTW may approve an anticipated bypass, after considering its adverse effects, if the POTW determines that it will meet the three conditions listed in paragraph (4) of this section.

Section 1.0 Purpose and Applicability

1.1 Purpose. Fats, oils and grease (FOG) causes many problems in sanitary sewer lines. Fats, oils and grease collect on the sides of pipes and bacteria that feeds on fats, oils and grease produces corrosive acids and gases that will cause damage to pipes and manholes. Sewer blockages that result can overflow onto streets and property, disrupting residential, commercial, and industrial operations, and carry the potential for health risks. The cost of increased maintenance and replacement of sewer lines is high, as well as the potential impacts to the environment. The requirements set forth in this program are designed to aid in the prevention of sanitary sewer blockages and obstructions from contributions and accumulation of animal or vegetable derived fats, oils and grease discharged to the sanitary sewer system from industrial or commercial establishments, particularly food preparation and serving facilities.

1.1.1 The intent of this Program is to use reasonable and technically feasible controls to:

- A. Eliminate sanitary sewer overflows caused by fats, oils and grease.
- B. Reduce the amount of fats, oils and grease discharged to the sanitary sewer collection system.
- C. Reduce maintenance costs for the sanitary sewer collection system.
- D. Improve operation of the sanitary sewer collection system.
- E. Ensure compliance with the City Of Bentonville Pretreatment Program Specifications, rules and regulations of the United States Environmental Protection Agency, and to comply with rules and regulations under NPDES Permit Number: AR0022403 as issued by the State of Arkansas Department of Environmental Quality to the City of Bentonville which authorizes the city to discharge wastewater under the National Pollutant Discharge Elimination System and the Arkansas Water and Air Pollution Control Act.

1.1.2 In order to reduce sewer blockages, Facilities discharging wastewater that contains FOG to the City of Bentonville sanitary sewer system must install and maintain a grease control device. All grease control devices shall be maintained for continuous, satisfactory and effective operation by the owner, leaseholder or operator at their expense. "Best Management Practices" for the control of Fats, Oil and Grease shall also be implemented by all Facilities.

1.1.3 The Control Authority reserves the right to make determination of grease control devices adequacy and need, based on review of all relevant information regarding grease retention performance, maintenance, and facility site and building plan review to require repairs to, modification, or replacement of such Grease Control Device.

1.2 Applicability. The provisions in this program shall apply to all Food Processing Establishments, Food Sales Establishments, and Food Service Establishments, Commercial Businesses, and any other Facility ("facility") that discharges fats, oils and grease to the sanitary sewer collection system and is located within the municipal boundaries of the City of Bentonville Sanitary Sewer Service Area.

Section 2.0 **LEGAL AUTHORITY**

- 2.1 Pretreatment Program Authority (40 CFR Part 403 & APC&EC Regulation 6).** The control of discharges of FOG into the Wastewater Treatment System is part of a larger program to regulate discharges of non-domestic wastes, referred to as the “pretreatment program.” The pretreatment program is a national program required by the federal Clean Water Act and developed by the United States Environmental Protection Agency (EPA). The intent of the pretreatment program is to assure that all pollutants discharged to a sanitary sewer system are treated properly before release to the environment. Certain pollutants can “pass-through” a treatment plant without being treated, and other pollutants such as FOG can “interfere” with treatment processes or the collection portion of the Wastewater System. Thus, dischargers may be required to “pre-treat” certain non-domestic wastewaters before they enter the Wastewater Treatment System.
- 2.1.1 The City of Bentonville pretreatment program is implemented as a partnership between EPA, the State of Arkansas (State) and the City Of Bentonville Wastewater Utilities. The EPA Headquarters oversees development and enforcement of the national pretreatment program. The Arkansas Department of Environmental Quality (ADEQ) approves the City of Bentonville Wastewater Utilities pretreatment program, provides technical assistance and may enforce against the City of Bentonville Wastewater Utilities and the non-domestic users of our Wastewater Treatment System.
- 2.1.2 ADEQ requires implementation of the national pretreatment program through the discharge permit currently issued to the City Of Bentonville Wastewater Utilities for discharges from its Wastewater Treatment System. ADEQ can also enforce against the City of Bentonville Wastewater Utilities and non-domestic users for non- compliance with the national and local pretreatment program. Finally, the City of Bentonville Wastewater Utilities administers all aspects of the pretreatment program at the local level.

Section 3.0 **BMP REQUIREMENTS**

- 3.1 Best Management Practices.** Best Management Practices shall be implemented to minimize the discharge of fats, oils and grease to the sanitary sewer system and prevent non-stormwater discharges from entering the stormwater sewer system (as applicable):
- A. Drain screens: Drain screens shall be installed on all drainage pipes in food preparation areas.
 - B. Segregation and collection of waste cooking oil: All waste cooking oil shall be collected and stored properly in waste grease bins. Such containers shall be maintained properly to ensure they do not leak.
 - C. Permitted waste haulers or an approved recycling facility must be used to dispose of waste cooking oil.
 - D. Waste Grease Bins shall be kept clean and lids kept closed when not in use.
 - E. Disposal of food waste: All food waste shall be disposed of directly in garbage or compost collection bins, and not sinks. Bagging food waste that has the potential to leak in trash containers is recommended. Scrape or dry wipe pots, pans, dishware and work areas before washing to remove grease. Wash only in a sink connected to a grease control device.

- F. Maintenance of kitchen exhaust filters: Filters and other exhaust hood equipment shall be cleaned as frequently as necessary to maintain good operating condition. The wastewater generated from cleaning shall be disposed of properly and cleaned in sinks connected to a grease control device. Cleaning kitchen equipment in areas that drain to the stormwater sewer system is prohibited. (Reference current City of Bentonville Stormwater Ordinance)
- G. Kitchen signage: Informational signs on Best Management Practices and waste minimization practices in the food preparation and dishwashing areas shall be posted at all times.
- H. Floor mats and kitchen appliance cleaning: The wastewater generated from floor mat and kitchen appliance washing operations must be disposed of in a sink connected to a grease control device. Cleaning kitchen equipment in areas that drain to the stormwater sewer system is prohibited. (Reference current City of Bentonville Stormwater Ordinance)
- I. Mop water from cleaning shall be disposed into mop sinks connected to a grease control device. Signs that greasy mop water has been disposed of outside the facility will be in violation of this program and be subject to enforcement according to this program and the City of Bentonville Pretreatment Program Specifications. Subsequent violations could occur as determined by the city's stormwater ordinance and/or other local, state, and federal regulations.
- J. Oil and grease spills: Dry methods including rags and absorbents such as saw dust or kitty litter shall be used to clean-up oil and grease spills.

Section 4.0 Pretreatment Requirements for Facilities

This section describes the requirements for all applicable users. Prior to purchasing a business or signing a lease for an existing retail space, it is recommended the user contact the Pretreatment Division with questions about their requirements. This can help users avoid costly mistakes or oversights.

- 4.1 **FOG Evaluation Plan Review.** The user and/or owner of the property, business, or industry or an authorized representative of the user shall contact the Control Authority for the purpose of obtaining a FOG Evaluation Plan Review. The FOG Evaluation Plan Review shall determine the need, size, location, and other requirements of the GCD necessary to control discharges. Written approval from the Control Authority must be obtained prior to installation of the GCD. The review of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a discharge acceptable to the control authority in accordance with the City Of Bentonville Pretreatment Program Specifications.
 - 4.1.1 Plans shall be submitted to pretreatment@bentonvillear.com for approval prior to any of the following:
 - A. Sale or transfer of ownership of the business,
 - B. Construction of a new building,
 - C. Change in the trade name under which the business is operated,

- D. Change in the nature of the services provided or building use that affects the potential to discharge FOG, and/or
 - E. Remodeling of the facility that may result in an increase in flow or FOG loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department, or any other formal approval process of a city, county, or other jurisdiction.
- 4.1.2 All plans submitted to the Control Authority must show the location of the GCD, clearly identify plumbing and plumbing fixtures that connect to the GCD, identify plumbing and plumbing fixture sizes, and a table or schedule identifying plumbing fixtures. Plans shall include proposed GCD size.
- 4.1.3 Plans shall include a GCD detail showing internal plumbing, dimensions, cleanouts, and vent piping.
- 4.1.4 If plan approval has been obtained, said plans shall not be deviated from. If a situation warrants the change of an approved plan, an amended copy must be resubmitted to the Control Authority for approval via email to pretreatment@bentonvillear.com or through the city's Development Review Process established by the City of Bentonville Planning Department.
- 4.1.5 GCD installation and associated plumbing shall be inspected and approved by the Control Authority prior to backfilling.
- 4.2 New Food Service Establishments in New Buildings.**
- A. All new Food Service Establishments shall be required to install at minimum a 100 GPM flow rated outdoor hydro-mechanical grease interceptor, unless granted a variance by the City of Bentonville Pretreatment Division. Any Food Service Establishment wishing to seek a Variance must submit a Variance Request to the Control Authority.
 - B. Grease Control Device shall be sized in accordance with the City of Bentonville Pretreatment Division criteria.
 - C. No new Food Service Establishments will be allowed to initiate operations until a grease control device is inspected & approved by the City of Bentonville Pretreatment Division.
- 4.3 New Buildings (Strip Centers) with the Potential for Food Service Establishments.**
- A. All new buildings or strip centers containing sections designated for commercial enterprise shall provide a stub-out for a separate waste line for future grease interceptor installation.
 - B. The owner shall consider suitable physical property space and sewer gradient that will be conducive for the installation of an exterior, in- ground grease interceptor(s) for any flex space contained within the buildings construction perimeter.

4.4 Existing Food Service Establishments with a Grease Control Device.

All existing Food Service Establishments with a grease control device shall operate and maintain such units in compliance with this program and shall comply with Best Management Practices.

- A. In the event an existing FSE's grease control device is either under-designed or substandard in accordance with this program, the owner(s) will be notified in writing of the deficiencies and required improvements and given a compliance deadline not to exceed one year to conform to the requirements of this Program. For cases in which "outdoor" type grease interceptors are infeasible to install, existing Food Service Establishments will be required to install adequate and approved Grease Control Devices for use on individual fixtures including sinks and other potentially grease containing drains.
- B. Improvements made to existing facilities will be evaluated to determine their impact on the grease control device. Establishments will be required to install a larger sized unit if the potential daily grease production is significantly increased.

4.5 Existing Food Service Establishments without a Grease Control Device.

- A. Food Service Establishments without a grease control device in place on the effective date of this program shall comply with the Best Management Practices.
- B. If excessive grease buildup is noted in the collection system and/or excessive collection system maintenance is required in the collection system and/or sanitary sewer blockages occur in the sanitary sewer system below a Food Service Establishment without a Grease Control Device the City of Bentonville reserves the right to require the Food Service Establishment to install a Grease Control Device.

4.6 New Food Service Establishments in Existing Buildings. Where practical, Food Service Establishments locating in existing buildings will be required to comply with the requirements applicable to new construction. Where it is physically impossible to install "outdoor" interceptors, internal in-floor recessed grease traps may be allowed provided prior approval of unit type, size, location, etc. is obtained through a variance from the control authority. The variance is only to be used as a last resort when all other options have been exhausted.

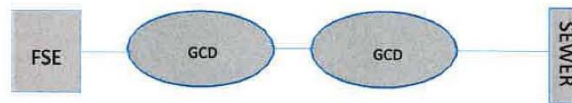
4.7 Construction Standards Exceptions. Under certain circumstances, the grease control device size and location may necessitate special exceptions to this program. If the city determines that an exception to this program is necessary, the user must first demonstrate that the proposed size and location will not result in noncompliance with the intent and discharge requirements of the Fats, Oils, and Grease Control Program. The facility shall then submit appropriate floor, mechanical, and plumbing plans (include isometric drawings) for any additions or renovations.

4.8 Variance Request. A variance to the requirements of this program for existing users may be granted by the control authority for good cause. The user has the burden of proof of demonstrating through data and other information why a variance should be granted. In no case shall a variance result in a violation of any requirement or effluent limit specified under the City of Bentonville Pretreatment Program Specifications. The granting and approval of any variance shall be at the discretion of the control authority.

- 4.8.1 If a variance is granted, the user shall institute BMPs and other mitigation measures, as determined by the control authority.
- 4.9 **Notification of Change in Ownership.** A change in ownership of a Facility shall be reported to the Control Authority in writing within thirty (30) days of the ownership change.
- 4.10 **Closure of a Food Service Establishment.** Any Food Service Establishment that goes out of business shall ensure that any grease control device is cleaned/pumped before the building is vacated. Property owners of commercial properties or their official designee(s) will be held responsible in having the GCD cleaned/pumped.
- 4.11 **Closure of a Grease Control Device.** The Control Authority may determine that a GCD is no longer necessary. This may occur when the wastewater flow through the interceptor is significantly lower due to changes in kitchen practices. A lack of flow through the GCD often causes the GCD to become septic producing noxious sulfide gases, serious odor problems, and other potential health and safety hazards. Inactive GCDs shall be closed by:
- A. The User must notify the Control Authority prior to closure of the GCD to allow for inspection;
 - B. Complete removal of GCD contents (oil, grease, solids, water, etc.), - performed by a professional service company;
 - C. Submittal and approval of plans or a narrative to the Control Authority detailing the proposed scope of work;
 - D. Sealing of all floor drains and fixtures plumbed to the GCD (if capping of GCD inlet and outlet pipes is required), or the installation of a direct pipe connection from the inlet to the outlet;
 - E. Fill the empty GCD with sand, and
 - F. Secure the opening(s) to the interceptor (e.g. cement, weld, etc.).
- 4.11.1 The Control Authority must receive plans or a narrative detailing the closure activity and written approval must be received by the user prior to beginning work. Inspections of closure activities may be required by the Control Authority prior to securing the opening of the GCD.
- 4.12 **Responsibility of Cleaning and Maintenance.** In the maintaining and routine cleaning of grease control devices, property owners of commercial properties or their official designee(s), shall be responsible for the maintenance of the GCD & the proper removal and disposal by appropriate means of the captured material. Such removal and haul shall be performed by current City Of Bentonville permitted waste disposal haulers.
- 4.13 **Food Service Establishment Survey Form.** All users will fill out a Food Service Establishment Survey Form annually and submit the form to the Pretreatment Division of the City Of Bentonville.

Section 5.0 Grease Control Device Standards

- 5.1 Approval. "Prior to purchasing & installing a GCD."** The type, design, location and size of a Grease Control Device installed by any User shall be determined and approved by the Control Authority.
- 5.2 Materials.** Constructed of non-corrosive material; such as HDPE & Thermo-plastic. Concrete and Metal Fabricated interceptors will not be allowed.
- 5.3 Design, Construction, and Installation.**
- A. Grease Control Devices shall be designed and tested in accordance with ASME A112.14.3 Appendix A, ASME 112.14.4, CSA B481.1, PDI G101 or PDI G102.
 - B. Grease Control Devices shall be approved to meet ASME A112.14.3 Type A or C standards.
 - C. Grease Control Devices shall be installed in accordance with the manufacturer's instructions. Where manufacturer's instructions are not provided Grease Control Devices shall be installed in compliance with ASME A112.14.3, ASME 112.14.4, CSA B481.3 or PDI G101.
 - D. Grease Control Devices must be vented.
 - E. Grease Control Devices shall be equipped with devices to control the rate of water flow so that the water flow does not exceed the rated flow. The flow control device shall be vented and be installed in accordance with the manufacturer's instructions.
 - F. Access manholes, with a minimum diameter of 18 inches, shall be provided over each chamber and sanitary tee. The access manholes shall extend at least to finished grade and be designed to prevent water inflow or infiltration. The manholes shall also have readily removable covers to facilitate inspection, cleaning and removal of retained grease and sample collection.
 - G. Access manhole covers must meet AASHTO M306 Traffic Rating Standards.
 - H. If two (2) or more Grease Control Devices are required they will be placed in series.



5.4 Numbers & Capacities

- A. City Of Bentonville pretreatment personnel will determine Grease Control Device sizes by determining the flow and grease production requirements per facility. Reference the American Society of Plumbing Engineers guidelines for more information on sizing by flow and grease production.

- B. Minimum required flow rate of Grease Control Devices shall be no less than 100 GPM. A variance must be requested from and approved by the control authority to allow a grease control device to be less than 100 GPM. The minimum size of the variance will be 35 GPM.

5.5 Location & Placement

- A. Grease Control Devices shall be located outside the building upstream from the sanitary sewer service lateral connection. Unless a variance is granted to allow inside installation of a Grease Control Device.
- B. Grease Control Devices are to be placed at a minimum distance of 10 ft. from sinks and dishwashers to allow for adequate cooling of the wastewater. Water temperatures must be less than 140 degrees prior to entering Grease Control Devices.
- C. Grease Control Devices shall be located in a green space area or a non-vehicular traffic area that allows easy access for inspection, cleaning, and removal of the intercepted grease at any time. If it is not applicable to have the grease control device located in the specified area above, the alternative site must be approved by Control Authority personnel before installation is to proceed.
- D. Landscape Trees are to be placed a minimum distance of 5 feet from the Grease Control Devices or as approved by the Control Authority on a case by case basis.

5.6 Operation & Maintenance

- A. Each user is solely responsible for the cost of the Grease Control Device, inspection, cleaning and maintenance.
- B. Food Grinders shall not be installed by any facility. Facilities currently having a food grinder shall have installed a solids interceptor downstream of the food grinder, this is in accordance to AR-IPC 2006 (1003.3.2).

Section 6.0 Customer (Generator) Responsibilities

6.1 Responsibilities

- A. It is the responsibility of the customer (generator) to ensure compliance with the City of Bentonville discharge limitations as established in the City Of Bentonville Pretreatment Program Specifications.
- B. Enzymes, solvents, and emulsifiers are not permitted, as they will only change the form of grease, allowing it to be carried out of the interceptor with the wastewater and deposited in the collection system. Biological treatment systems must be preapproved by the Control Authority. These systems will not alleviate the necessity for inspections and proper maintenance.
- C. Hazardous wastes, such as acids, strong cleaners, pesticides, herbicides, paint, solvents, or gasoline should not be disposed of where they would go through GCD's. If commercial dishwashers are discharged through a grease interceptor, care must be

taken in system design. Dishwashers use detergents and elevated water temperatures that will melt grease. If the interceptor is either too small or too close to the commercial dishwasher, grease may pass through the interceptor and into the collection system.

- D. Generators are responsible for maintaining GCD's in continuous proper working condition. Further, generators are responsible for inspecting, repairing, replacing, or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptor and compliance with discharge limitations at all times. All interceptors shall be maintained by the waste generator at the waste generator's expense.
- E. The generator must have a grease control device service contract (for pumping, cleaning, and inspection) with a City Of Bentonville permitted waste hauler, at a minimum frequency of every 90 days for GCD's (≥ 100 GPM) and every 30 days for GCD's (< 100 GPM) so that the combined fats, oils, grease and solids accumulation does not exceed 25% of the total hydraulic depth of the equipment. The interceptor shall be maintained more frequently if needed to meet the City Of Bentonville discharge criteria.
- F. Records of maintenance are required to be maintained for three (3) years.

6.2 Maintenance

- A. Cleaning and maintenance of the Grease Control Device shall be the responsibility of the generator.
- B. It shall be the responsibility of the generator to inspect the Grease Control Device during the pumping or maintenance procedure to ensure that the cleaning is done properly and that all fittings and fixtures inside the interceptor, or separator are in working condition and functioning properly.
- C. In the event a GCD is not properly maintained by the user, the Control Authority may authorize such maintenance work to be performed on behalf of the user. The costs of such maintenance shall be billed directly to the user and shall become part of the charges due and owing to the Control Authority and shall constitute a lien against the property until paid in full. Failure to pay said charges may also result in discontinuance of service.

6.3 Requirements. Grease waste generators shall meet all applicable requirements regarding the accumulation, generation and disposal of waste in the City of Bentonville service area and in accordance with this program and the City's Pretreatment Program Specifications.

6.4 Interceptor Maintenance Service Contract. All grease generators having grease control devices shall perform all business transactions relating to interceptor pumping, cleaning, and servicing, and to liquid waste collection, transportation and/or disposal on a contractual basis via a written contract having a duration of at least one year (Active from January 1st through December 31st of each year). It shall be the responsibility of the permitted hauler to provide copies of all such contracts to the City of Bentonville Pretreatment Division 30 days prior to the beginning of the new contract year. Any modifications or changes to the contract must be submitted to the City Of Bentonville Pretreatment Division within seven (7) working days of the change or modification.

A Contract shall include as a minimum the following items:

- A. Customer name, address and telephone number, and the name, address, and telephone number of the facility to be serviced if different.
- B. Contain the name of a primary and secondary contact person for the facility.
- C. Indicate the size of each Grease Control Device.
- D. Indicate the precise and unambiguous location of the Grease Control Device to be serviced, including a diagram if necessary.
- E. Hauler name, address and telephone number, and primary contact
- F. Indicate the frequency of pumpage required.
- G. Be signed and dated by an authorized representative indicating acceptance of the terms of the contract.
- H. Contain a statement of the duration of the contract, to be not less than one year, or for the duration of the operation of the facility, whichever is less.

6.5 Required Pumping Frequency

- A. Unless otherwise specified by the control authority, each GCD in active use shall be cleaned at least once every quarter (90 days) or more frequently as needed to prevent carryover of grease into the collection system, unless it can be demonstrated to the control authority that the pumping frequency can be performed less frequently. The control authority may specify cleaning more frequently when quarterly pumping is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any grease generator desiring a schedule less frequent than quarterly shall submit a written request to the City Of Bentonville Pretreatment Division along with testing (as required by the control authority).
- B. Grease Control Devices shall be pumped out completely in accordance with the minimum frequencies outlined above, or more frequently as needed to prevent carryover of grease into the collection system. If the pump-out frequency is monthly there shall be a minimum period of three weeks between each required pumping.
- C. At any time, an inspection finds the Grease Control Device to be full, immediate steps shall be taken by the grease generator to pump out and clean it as soon as is practicable. The inspector shall make an evaluation of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cease of all discharge from the facility. In any case, the pumping schedule for the establishment will be amended so as to compel more frequent pumping and cleaning of the interceptor.

6.6 Requirement for Increased Pumpage or Servicing

- A. If the control authority finds that a change in pumpage or servicing of a GCD is necessary for an establishment to meet the discharge limits stated in this program or

the Pretreatment Program Specifications, the control authority may order a change in pumpage or servicing of an interceptor.

- B. If the control authority orders a change in the pumpage or servicing, then the control authority shall serve notice of such order upon the generator.
- C. After receiving notice of an order by the control authority to change the frequency and/or methods of pumpage or servicing, it shall be unlawful for a generator to allow or cause any discharge into the wastewater collection system not in compliance with such order.

6.7 Cleaning Procedures. The generator shall supervise the interceptor cleaning, and shall be physically present and observe the entire cleaning operation.

- A. A generator shall cause the liquid waste hauler, transporter, or any other person cleaning or servicing an interceptor to completely evacuate all contents, including floating materials, wastewater, and bottom sludge's and solids, of all grease and/or grit interceptors and other interceptors during servicing. Skimming the surface layer of waste material, partial cleaning of the interceptor or use of any method that does not remove the entire contents of the collection device is prohibited. The suction of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor shall then be thoroughly scraped and the residue removed. The interceptor shall then be washed down and the residue removed. Upon completion of the servicing, the generator shall make an inspection of the interior of the interceptor and then personally sign the trip ticket.
- B. It shall be unlawful for a generator to allow the discharge of liquid, semi solids, or solids back into an interceptor during and/or after servicing. Decanting or discharging of removed waste back into the interceptor from which the waste was removed or any other interceptor, for the purpose of reducing the volume to be disposed is prohibited.
- C. Each interceptor pumped shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a 24-hour period.

6.8 Disposal of Interceptor Pumpage. All waste removed from each GCD shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable Federal, State and Local regulations. In no way shall the pumpage be returned to any private or public portion of the City Of Bentonville collection system.

6.9 Interceptor Maintenance Reporting. Grease haulers shall provide a Manifest on behalf of the generator to the control authority by the 10th day of each month. The Manifest could be provided by regular mail or by email to pretreatment@bentonvillear.com.

Section 7.0 Prohibitions and Violations

7.1 Prohibitions. No user shall contribute or cause to be contributed into the sanitary sewer system the following:

- A. Hot water running continuously through a grease control device;
- B. Discharge of concentrated alkaline or acidic solutions into a grease control device;
- C. Discharge of concentrated detergents into a grease control device;
- D. Discharge of oils and grease into the sanitary sewer system.

7.2 Violations. It shall be a violation of this Program and the City of Bentonville Pretreatment Program Specifications for any person or User to:

- A. Modify a grease control device structure without consent from the City;
- B. Provide falsified data and/or information to the City of Bentonville, including but not limited to grease control device maintenance and/or cleaning records;
- C. Violate or fail to comply with any applicable section or provision of this Fats, Oils and Grease Control Program.

7.3 Reporting Prohibited Discharge. Any operating or physical condition that results in, or is contributing to a prohibited discharge or other violation of this Program shall be reported to the Control Authority within seven (7) calendar days.

Section 8.0 Mobile Food Vendor

8.1 General Requirements. The Mobile Food Vendor (MFV) owner shall:

- A. Obtain an annual outdoor vendor permit from the City of Bentonville.
- B. Obtain from the City of Bentonville Pretreatment Division a mobile food vendor wastewater discharge authorization form before discharging any waste into the City of Bentonville's sewer collection system.
- C. Provide a copy of their Arkansas Department of Health Service Area Approval Form to the City of Bentonville Pretreatment Division whether or not they are discharging their waste within the city limits of Bentonville.

8.2 Subject to Regulation. Mobile Food Vendor's are subject to all regulations under this program and the Pretreatment Program Specifications, all applicable City Of Bentonville building codes and regulations, and all applicable State and Federal regulations.

8.3 Waste Hauling Permit. A mobile food vendor is not required to obtain a hauled wastewater permit.

8.4 Vehicle Requirements. A Mobile Food Vendor shall:

- A. Maintain tanks, pumps, valves, hoses, racks, cylinders, diaphragms, pipes, connections, and other appurtenances on their vehicle in good repair and free from leaks;
- B. Provide a safety plug or cap for each valve of a tank; and

- C. Cause the vehicle exterior to be clean and the vehicle odor-free at the beginning of each work day.
- D. Ensure that the mobile food vehicle equipment is sufficient to properly transport greywater without causing spillage, leaks, or release of toxic or harmful gases, fumes, liquids, or other substances during delivery of the waste to the disposal site.
- E. The Control Authority may cause any vehicle operated in violation of this section to be impounded or immobilized until the violation is corrected.

8.5 Log Sheet Requirements. The operator of a mobile food vehicle or trailer who is authorized to discharge their waste in the City of Bentonville must maintain a monthly log sheet that:

- A. Is provided by the Control Authority;
- B. Is accurately completed;
- C. Is signed by the operator of the Mobile Food Vendor;

And contains the following information:

- D. The name of the Mobile Food Vendor owner;
- E. The name under which the full service food vehicle operates;
- F. For each disposal of wastewater, the date, time, location, approximate volume and the name of the individual conducting the disposal.

A completed copy of each monthly log sheet generated in the city shall be sent no later than the tenth day of each month to the Control Authority. This form can be emailed to pretreatment@bentonvillear.com.

The log sheet referred to above must be produced to the Control Authority upon request and retained for three (3) years.

Section 9.0 Inspection & Sampling

- 9.1 Right of Entry.** The Control Authority shall have the right of entry into any facility for the purpose of making inspections, observation, to make photographic documentation, measurements, sampling, records review or testing of the sanitary sewer system and grease control devices installed in such building or premise to ensure that the facility is in compliance with this Program.
- 9.2 Concomitant.** The owner or occupant may accompany the Control Authority representative.
- 9.3 Service Required.** Operational changes, maintenance and repairs required by the Control Authority shall be implemented as noted in the written notice received by the facility within seven (7) business days of receipt of notice or as agreed between the owner and the control authority.
- 9.4 Accessibility.** All Grease Control Devices shall be easily accessible and shall not be obstructed by landscaping, parked cars, or other obstructions. Any temporary or permanent

obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the responsible party at the written or verbal request of the Control Authority. The costs of clearing such access shall be borne by the user.

- 9.5 Disposal Facilities.** The Control Authority also may monitor and inspect any business using or selling cooking oil, any person removing and transporting commercial cooking oil waste or commercial FOG waste, any recycling facility converting commercial cooking oil waste or commercial FOG waste into a marketable product, and any facility that accepts FOG Waste for disposal.

Section 10.0 Waste Haulers

Permitted Grease Waste Haulers are subject to rules and regulations as outlined under Part 1: Section 8 of the City of Bentonville Pretreatment Program Specifications and this Program.

Section 11.0 Determination of Compliance

A grease control device shall be considered out of compliance if any of the following conditions exist:

- A. A required grease control device has not been installed or required maintenance of a grease control device has not been performed, resulting in a prohibited discharge, accumulation of grease within the public sewer system, a sewer blockage, or sanitary sewer overflow.
- B. Maintenance cleaning has not been accomplished when the total accumulations of fats, oils and grease exceed twenty-five percent (25%) of the overall liquid depth, or the minimum 90 day interval for GCD's (≥ 100 GPM) and minimum thirty day cleaning interval for smaller GCD's (<100 GPM) has not been met.
- C. New technologies will be considered and exceptions to the 25% rule could be considered but never to more than 60% total accumulations.
- D. Failure to submit records to the Control Authority.
- E. Inspection hindrance.
- F. Failure to maintain on-site records of maintenance.
- G. Falsification of records
- H. Discharges to the sanitary sewer system that include polar fats, oils and greases in amounts that cause a visible sheen in the discharge or in the public sewer system, a build-up of grease in any public sewer facility, or any water or waste which contains more than one hundred twenty five parts per million by weight of nonpolar fats, oils and grease as measured using analytical procedures established in 40 CFR Part 136.

Section 12.0 Enforcement

- 12.1 Enforcement Action.** Enforcement Action against the facility may be a result of, but is not limited to, failure to clean or pump grease control devices, failure to maintain grease control devices, failure to follow established BMP's, failure to install grease control devices, failure to control FOG discharge from the facility, and use of additives.

- a. A re-inspection fee, based on the fee as adopted in the current ordinance that establishes and amends certain fees and permits for the City of Bentonville, will be charged to the user for re-inspections resulting from non-compliance issues not being resolved within allotted time given to resolve the issues. The charges will be added to the facilities water/wastewater bill. Failure to reimburse the city may result in termination of water service.
- b. FOG related blockages and interference with the operations of the sewer collection system including the pump stations, or the sewer plant, will be investigated. Should the source of the FOG be identified, that facility shall reimburse the City for all labor, equipment, supplies and disposal costs incurred to clean the interference or blockage. The charges will be added to the facilities water/wastewater bill. Failure to reimburse the city may result in termination of water service.
- c. If a facility fails to pump, clean or maintain their GCD after a Notice of Violation (NOV) due date, the control authority will resort to an escalation of enforcement. The City of Bentonville reserves the right to have the facilities GCD pumped by a permitted waste hauler to prevent further possible damage. A failure of the GCD will be considered a violation of this program and the City Of Bentonville Pretreatment Program Specifications which pertains to the construction and maintenance of pretreatment facilities and subject to penalties of up to \$1,000/day for each day in violation.
- d. Further enforcement and penalties will be issued as per Section 10 under Part 1 - Pretreatment Program Specifications.

PART 3 – PETROLEUM OIL, GREASE, & SAND CONTROL PROGRAM MANUAL

Section 1.0 Purpose and Applicability

- 1.1 Purpose.** The purpose of this program is to minimize the loading of petroleum oil, grease, and sand (POGS) entering City of Bentonville's wastewater collection system and the Wastewater Treatment Plant. POGS can contribute to pass-through of pollutants into waterways, municipal sewage sludge, and a volatile atmosphere within the collection system. Additionally, sand and minerals can cause sewer blockages in low flow lines resulting in a sanitary sewer overflow (SSO) and/or may cause damage to pumping equipment.

The intent of this Program is to use reasonable and technically feasible Controls to:

- A. Eliminate sanitary sewer overflows caused by fats, oils and grease.
 - B. Reduce the amount of petroleum oil, grease, and sand discharged to the sanitary sewer collection system.
 - C. Reduce maintenance costs for the sanitary sewer collection system.
 - D. Improve operation of the sanitary sewer collection system.
 - E. Ensure compliance with the City of Bentonville Pretreatment Program Specifications, rules and regulations of the United States Environmental Protection Agency, and to comply with rules and regulations under NPDES Permit Number: AR0022403 as issued by the State of Arkansas Department of Environmental Quality to the City of Bentonville which authorizes the city to discharge wastewater under the National Pollutant Discharge Elimination System and the Arkansas Water and Air Pollution Control Act.
- 1.1.1 In order to reduce sewer blockages, Facilities discharging wastewater that contains POGS to the City of Bentonville sanitary sewer system must install and maintain a POGS Control device. All POGS Control devices shall be maintained for continuous, satisfactory and effective operation by the owner, leaseholder or operator at their expense. "Best Management Practices" for the Control of POGS shall also be implemented by all Facilities.
- 1.1.2 The Manager reserves the right to make determination of POGS Control devices adequacy and need, based on review of all relevant information regarding grease retention performance, maintenance, and facility site and building plan review to require repairs to, modification, or replacement of such POGS Control Device.
- 1.2 **Applicability.** This policy applies to any non-domestic user in the city's service area that has the potential to discharge wastes containing sand, grit, gravel, aggregate and/or petroleum by-products into the wastewater system. Examples of such facilities include but are not limited to: automobile or recreational vehicle service stations, fleet maintenance stations, mechanical repair shops, car or truck washes, machine shops, garden nurseries, stone cutters, warehouses, and parking garages. These users shall install and maintain a sand/oil interceptor (SOI) and/or implement best management practices (BMPs) as directed by the Control Authority. Users with an elevator pit must either install a SOI or implement one of the other options outlined in Section 5.3 under Part 3 – Petroleum Oil, Grease, & Sand Control Program Specifications.

Section 2.0 **Legal Authority**

- 2.1 Pretreatment Program Authority (40 CFR Part 403 & APC&EC Regulation 6).** The Control of discharges of POGS into the Wastewater Treatment System is part of a larger program to regulate discharges of non-domestic wastes, referred to as the “pretreatment program.” The pretreatment program is a national program required by the federal Clean Water Act and developed by the United States Environmental Protection Agency (EPA). The intent of the pretreatment program is to assure that all pollutants discharged to a sanitary sewer system are treated properly before release to the environment. Certain pollutants can “pass-through” a treatment plant without being treated, and other pollutants such as POGS can “interfere” with treatment processes or the collection portion of the Wastewater System. Thus, dischargers may be required to “pre-treat” certain non-domestic wastewaters before they enter the Wastewater Treatment System.
- 2.1.1 The City of Bentonville pretreatment program is implemented as a partnership between EPA, the State of Arkansas (State) and the City of Bentonville Wastewater Utilities. The EPA Headquarters oversees development and enforcement of the national pretreatment program. The Arkansas Department of Environmental Quality (ADEQ) approves the City of Bentonville Wastewater Utilities pretreatment program, provides technical assistance and may enforce against the City of Bentonville Wastewater Utilities and the non-domestic users of our Wastewater Treatment System.
- 2.1.2 ADEQ requires implementation of the national pretreatment program through the discharge permit currently issued to the City of Bentonville Wastewater Utilities for discharges from its Wastewater Treatment System. ADEQ can also enforce against the City of Bentonville Wastewater Utilities and non-domestic users for non-compliance with the national and local pretreatment program. Finally, the City of Bentonville Wastewater Utilities administers all aspects of the pretreatment program at the local level.

Section 3.0 **BMP Requirements**

- 3.1 Best Management Practices - Facilities generating nonpolar fats oils and grease (e.g., automotive).** The purpose of BMPs is to minimize the discharge of POGS into the sanitary sewer system. The following BMPs shall be implemented by users to whom this program applies:
- A. Installation of mesh screens. Facilities with the potential to discharge debris greater than 1/2" in any dimension shall install a mesh screen or similar device to prevent such debris from entering the SOI.
 - B. Storage and disposal of wastes and raw materials. SOIs shall not be used as a means for disposal of spent or spilled chemicals, automotive or other commercial/industrial fluids, sludge, or other substances. All spent or spilled chemicals, automotive or other commercial/industrial fluids, sludge, oils, or other substances shall be collected and stored properly in appropriate containers. Such containers shall be maintained to ensure that they do not leak. Raw materials and wastes shall be stored per section 5 of this program. Any wastes shall be disposed of in accordance with all federal, state, and local laws.
 - C. Signage. Signs shall be posted above all sinks and similar devices prohibiting the discharge of oil and other chemical waste down the drains.

Section 4.0 Pretreatment Requirements for Facilities

This section describes the requirements for all applicable users. Prior to purchasing a business or signing a lease for an existing facility or other type of space, it is recommended the user contact the Control Authority with questions about the POGS Program and SOI requirements. This can help users avoid costly mistakes or oversights.

4.1 Required Notification by the User.

The User shall inform the Control Authority prior to:

- A. Sale or transfer of ownership of the business; or
- B. Change in trade name under which the business is operated; or
- C. Change in nature of the services provided that affect the potential to discharge POGS pollutants; or
- D. Remodeling of the facility that may result in an increase in flow or pollutant loading or that otherwise requires the facility to submit plans or specifications for approval through a building or zoning department, or any other formal approval process of a city, county, or other jurisdiction.

4.2 Reviews and Approval. The Control Authority shall review new construction and existing facilities or businesses undergoing any physical change, change in ownership, operations, or other changes that could alter the nature, properties, or volume of wastewater discharge, to ensure that the current POGS Sector Control Program policies are incorporated and implemented.

4.3 Plan Reviews. The user and/or owner of the property, business, industry, or an authorized representative of the user shall contact the Control Authority for the purpose of obtaining a plan review.

Plans are required to be submitted for approval prior to:

- A. Construction of any new building, structure, facility, or installation from which there is (or may be) a discharge of wastewater
- B. Expansion or remodeling of an existing building, structure, facility, or installation from which there is (or may be) a discharge of wastewater.

4.3.1 The review and/or approval of such plans and operating procedures shall in no way relieve the user from the responsibility of modifying such facilities as necessary to produce a wastewater discharge acceptable to the Control Authority.

4.3.2 Plans shall be reviewed to determine that wastewater plumbing requirements stated in this program are met and may determine the need for a pretreatment device such as a sand/oil interceptor (SOI) or other treatment process equipment.

4.3.3 If the Control Authority determines that a SOI is required, the Control Authority will determine the minimum SOI capacity in accordance with Section 5.3. All plans submitted to the Control Authority must show the location of the SOI, clearly identify plumbing and

plumbing fixtures that connect to the SOI, and include dimensions or surface areas of all areas that have the potential to drain to the SOI. Plans must identify the intended use for each area e.g. hand wash/detail area, service bays, chemical storage, parking area, and automated or hand spray vehicle wash bays. Plans must also include a SOI detail showing internal plumbing, dimensions, cleanouts, and vent piping.

4.3.4 Written approval from the Control Authority must be obtained prior to installation of the SOI. If plan approval has been obtained, said plans shall not be deviated from. If a situation warrants the change of an approved plan, an amended copy must be resubmitted to the Control Authority for approval.

4.3.5 SOI installation and associated plumbing shall be inspected and approved by the Control Authority prior to backfilling.

4.4 Other Reviews and Approvals.

4.4.1 Upon sale or transfer of ownership of a business, a change in trade name under which a business is operated, a change in the nature of the services provided that affects the discharge of wastewater, or as a result of inspection, the Control Authority shall evaluate or re-evaluate the facility or business to determine adherence to the requirements of this program.

4.4.2 The Control Authority may determine that a SOI is required to be installed or that an existing SOI requires repairs, replacement, or closure in accordance with the requirements of Section 5.

4.4.3 The Control Authority may approve the use of an existing SOI if it can adequately protect the sanitary sewer system from POGS.

4.5 **Closure of a Facility.** Any facility that goes out of business shall ensure that any POGS control device is cleaned/pumped before the building is vacated. Property owners of commercial properties or their official designee(s) will be held responsible in having the SOI cleaned/pumped.

4.6 **Responsibility of Cleaning and Maintenance.** In the maintaining and routine cleaning of POG Control devices, property owners of commercial properties or their official designee(s), shall be responsible for the maintenance of the POGS & the proper removal and disposal by appropriate means of the captured material. Such removal and haul shall be performed by a certified waste disposal haulers and approved by the Control Authority.

Section 5.0 Sand/Oil Separator Standards

5.1 **Standard Requirements.** All users to whom this program applies, as identified in Section 1.2 must comply with the requirements of the POGS program which may include the requirement for installation and operation of a SOI.

5.2 SOI Plumbing and Structural Requirements.

5.2.1 All drains from shop areas, storage areas, mop sinks, wash bays, vehicle storage areas, and/or other areas with the potential to discharge POGS shall be connected to a SOI. If an oil or chemical storage room is too small for all oil and chemicals to be kept in containment or away from any floor drain, no floor drain shall be placed in that room.

- 5.2.2 Fixtures to be connected include, but are not limited to, floor drains, and hand sinks, and wash areas located in areas where sand and petroleum-based liquid waste materials may enter the collection system. Drains from areas that may produce wastewater laden with animal or vegetable fats, oils, and grease shall not be routed to the SOI. SOI's shall not be connected to roof drains, downspouts, or otherwise exposed to stormwater runoff. Outdoor drains or wash bays connected to SOI's must be roofed and bermed in such a manner as to keep storm water out of the sanitary sewer collection system.
- 5.2.3 Each business establishment for which a SOI is required shall have a SOI serving only that establishment. Common or shared SOIs are not permitted. The Control Authority may grant a variance for a common or shared SOI if it is pre-existing. Common or shared SOIs may be re-evaluated for proper sizing and capacity as facilities change business operation, practices, owners, or tenants.
- 5.2.4 All SOIs and associated plumbing shall be installed by a licensed plumber or contractor. All SOIs must have two compartments separated by a baffle wall. The primary compartment shall have a volume equal to two-thirds of the total capacity, and the secondary compartment shall have a volume equal to one-third of the total capacity. Each compartment shall be accessible by a traffic rated manhole above the inlet and outlet piping with a minimum diameter of 24 inches. Manhole covers may not be locked, or otherwise fastened in place, such that access is restricted.
- 5.2.5 All plumbing shall be compatible with wastewater containing POGS, such as PVC. A sampling- T with a removable cap shall be placed at the outlet end of the SOI to allow sampling of effluent. The top of the sampling-T shall be no more than one foot below grade. In order to maximize retention time in the primary chamber, the bottom of the inlet piping shall extend down no less than 50% of the total water depth. The bottom of the outlet piping must extend down within 9 to 12 inches from the floor of the SOI. Flow from the primary to secondary compartment shall be through a baffle pass-through port or over the top of the baffle. The baffle wall pass-through port or top of the baffle shall be no more than 5 inches below water line. If a pass-through port is used, the cross sectional area shall be at least equivalent to the cross sectional area of the inlet piping into the SOI. Support brackets are required for inlet and outlet piping. Clean outs and venting shall be PVC pipes. SOIs shall have two (2) vent pipes, one to vent the body of the SOI and one to connect to the external effluent piping. Vent pipes shall remain independent to a location above finished grade. Each vent pipe shall have an accessible clean out prior to joining into a common vent. Vents shall be independent of any other building venting system and shall be in accordance with local building codes.
- 5.2.6 Car washes with individual wash bays or heavy equipment wash bays shall have a catch basin located directly below the drain of each bay. The catch basin(s) shall be connected to the SOI.
- 5.2.7 If the Control Authority has determined that no SOI is to be installed, the user shall connect all plumbing fixtures listed in Section 5.2 to a sanitary sewer line separate from the domestic sanitary sewer line. This separate sanitary sewer line shall have a cleanout located outside of the building to allow the Control Authority access for sampling. The separate sanitary sewer line is designed to allow representative compliance sampling and future installation of a SOI should one be required. This line may be combined with the domestic sanitary sewer at a point after this cleanout.

5.3 SOI Sizing.

5.3.1 The minimum capacity of a SOI is 45 gallons.

5.3.2 SOI's shall be adequately sized to protect the POTW and the collection system. When completed, the sizing calculation will provide a minimum holding capacity of the SOI in gallons. SOI sizing is based on surface area and intended use of areas that have the potential to produce POGS. Some facilities may have multiple distinct areas with like or unlike uses, for example, an auto service shop may have repair, storage, and vehicle or equipment washing areas, a car washing facility may have automatic and hand held spray washing bays along with a product storage area.

Sand/Oil Interceptor (SOI) Sizing Table

PART A: Service Areas, Warehouse/Storage Areas, and Parking Garages:				
Area Description ⁽¹⁾	Square Footage ⁽²⁾	Required SOI Cubic Foot Holding Capacity ⁽³⁾	Conversion Factor 7.48 gallon per Cubic Foot ⁽⁴⁾	Required Gallons of SOI Holding Capacity Per Area ⁽⁵⁾
			7.48	
			7.48	
			7.48	
			7.48	
Total (Gallons) From Part A				
PART B: Commercial Truck, Equipment, and Car Washes:				
Wash Bay Description ⁽⁶⁾	# of Bays ⁽⁷⁾	Required SOI Capacity Per Bay ⁽⁸⁾		Required Gallons of SOI Holding Capacity ⁽⁹⁾
Total (Gallons) From Part B				
Total Required SOI Capacity (Minimum in Gallons) ⁽¹⁰⁾				

Completing the Table:

Part A:

1. Area Description, e.g. parking garage level 1, west service area, inside vehicle storage area, detailing area. Areas listed shall only include areas with drains that will flow to the SOI.
2. Square footage for each area that will or has the potential to drain into the SOI through normal operating processes or cleaning operations. (Length in feet x width in feet). The entire area shall be used in this calculation unless there is a physical barrier such as a wall that provides complete isolation of a non- draining area.
3. Required SOI Cubic Foot Holding Capacity involves the conversion of each area square footage to cubic feet of SOI holding capacity and shall be calculated as follows:
 - a. 6 cubic feet of SOI holding capacity for the first 100 square feet of area plus 1 cubic foot of SOI holding capacity for each additional 100 square feet of area.

- b. Areas deemed storage or warehouse that has floor drains shall use a calculation conversion of 1 cubic foot of SOI holding capacity per 500 square feet. Areas used for the storage of chemical products are not considered storage/warehouse and shall use part 3 (a) above
 - c. Commercial parking garages shall use a calculation conversion of 1 cubic foot of SOI holding capacity per 1000 square feet of surface area. Do not include the top level of the parking garage if it is exposed to storm events. Runoff from this level shall be drained to the storm water system.
4. Conversion Factor, SOIs are typically sized by gallons of holding capacity (1 cubic foot of SOI holding capacity = 7.48 gallons)
 5. Required Gallons of SOI Holding Capacity per Area = required SOI cubic foot holding capacity of the area x 7.48 gallons per cubic foot

Part B:

6. Wash Bay Description, either Self Service (hand held spray) or In-Bay Automatic.
7. Number of bays employed for each wash bay description
8. Required SOI Holding Capacity Per Bay: 180 gallon SOI holding capacity for each Self Service wash bay, 387 gallon SOI holding capacity for each In-Bay Automatic
9. Required Gallons of SOI Holding Capacity per wash bay type = number of bays multiplied by required capacity per bay,

Total:

10. Total required SOI holding capacity (total gallons from Part A plus total gallons from Part B)

In the event a building is to be constructed or remodeled but tenant use information is not known, use the sizing criteria stated in note 3 part (a) above.

Part A shall be used for calculating SOI sizing requirements for industrial uses such as auto service, parking structures, storage/warehouse or miscellaneous processes subject to the POGS Sector Control Program requirements for installing and operating a SOI. Areas used for hand washing and detailing shall use Part A (3)(a).

Part B shall be used for facilities deemed commercial truck, equipment, or car washes.

Parts A and B shall be completed for facilities that are deemed mixed use (washing or detailing bays along with areas identified in Part A).

If multiple SOIs are required, a separate Plan Review Form shall be used for each SOI. An SOI sizing job aid has been prepared to assist in calculating SOI sizing requirements.

- 5.4 SOI Location.** Each SOI shall be so installed and connected that it shall be at all times easily accessible for inspection, cleaning, pumping, and maintenance. Each SOI manhole cover shall be readily accessible and safely removable for servicing and maintaining the SOI in good working condition. The use of ladders, the removal of bulky equipment, or any

other circumstances that impedes safe access in order to service or inspect SOIs shall constitute a violation of accessibility. SOIs are not permitted to be located in parking spaces or driveways with heavy traffic. The location of all SOIs shall be shown on the approved building plan.

- 5.5 SOI Closure.** The Control Authority may determine that a SOI is no longer required for its intended purpose. This may occur when the wastewater flow through the interceptor is significantly lower or non-existent due to changes in operations or physical changes. A lack of flow through the SOI may result in potential health and safety hazards. Inactive SOIs shall be closed by:

- A. Complete removal of SOI contents (petroleum oil, solids, water, etc.), - performed by a professional service company,
- B. Submittal of plans or a narrative to the Division detailing the proposed scope of work,
- C. Sealing of all floor drains and fixtures plumbed to the SOI (if capping of SOI inlet and outlet pipes is required), or the installation of a direct pipe connection from the inlet to the outlet,
- D. Filling of the empty SOI with sand, and
- E. Securing the opening(s) to the interceptor (e.g. cement, weld, etc.), or removing manhole ring and cover and providing adequate surfacing material.

- 5.5.1 The Control Authority may request plans detailing the closure activity and written approval from the Control Authority may be required prior to beginning work. Inspections of closure activities may be required by the Control Authority prior to securing the opening of the SOI. The user may be required to notify the Control Authority prior to closure of the SOI to allow for inspection.

- 5.6 SOI Maintenance.** SOIs shall be maintained, at the expense of the user, by regularly scheduled pumping to ensure proper operation necessary to efficiently intercept POGS from the user's wastewater and prevent a sanitary sewer overflow and prevent the discharge of said materials into the Control Authority's wastewater collection system.

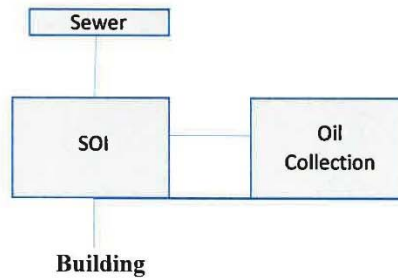
- 5.6.1 A SOI shall be serviced at a minimum of every 90 days for truck washes, heavy equipment washes, and commercial car washes. A SOI shall be serviced at a minimum once per year for all other users. The SOI may be required to be serviced more frequently as needed to ensure the total accumulation of solids, debris, and oil does not exceed 25% of the total capacity of the SOI. The Control Authority may allow a less frequent pumping schedule if the user can demonstrate the SOI does not need to be pumped per program requirements. Users seeking a modified pumping schedule shall complete a variance application including information that demonstrates that a less frequent schedule is adequate. Variance applications will be reviewed by the Control Authority. Written approval must be obtained by the Control Authority before any modified pumping schedule can be implemented. All users are required to structurally maintain all components of their SOI as per the design requirements in Section 5.2 of this program.

- 5.6.2 Maintenance of SOI shall be done in a workman-like manner only by a business or professional normally engaged in the servicing of such plumbing fixtures. Partial removal of

contents is not allowed. Contents removed from SOIs shall be hauled off-site and disposed of properly. Under no circumstances shall the SOI's contents be reintroduced to the sanitary sewer system. The user must take reasonable steps to assure that all waste is properly disposed of at a facility in accordance with federal, state and local regulations (i.e. through a certification by the hauler included on the waste manifest or trip ticket for each load.) Users are responsible for the maintenance, servicing and proper waste disposal and cannot abrogate this responsibility to a contractor, pumping service or any other agent.

- 5.6.3 All records, receipts, and manifests of SOI maintenance, removal of SOI contents, and off-site hauling of POGS waste shall remain on-site and accessible for review by the Control Authority for a minimum of three (3) years. The Control Authority may require a user that falls under the provisions of this program to submit copies of all records, receipts, and manifests of SOI maintenance, removal of SOI contents, and off-site hauling of POGS waste.
- 5.6.4 In the event a SOI is not properly maintained by the user, the Control Authority may authorize such maintenance work to be performed on behalf of the user. The costs of such maintenance shall be billed directly to the user and shall become part of the charges due and owing to the Control Authority and shall constitute a lien against the property until paid in full. Failure to pay said charges may also result in discontinuance of service.
- 5.6.5 Biological treatment or enzyme treatment shall not be a substitute for the servicing of the SOI at the frequency determined by the Control Authority. Use of enzymes to bypass the SOI is prohibited.
- 5.7 **Spill Prevention.** All users are required to have measures in place to Control unwanted discharge to the sanitary sewer. Chemicals, petroleum-based liquids, and other liquid products must be stored away from drains, away from traffic areas or within containment to reduce the potential for spills to reach the sanitary sewer or environment.
- 5.8 **Elevator Pits (Reference current Arkansas Department of Health Plumbing Code).** This section is applicable to new building construction or remodeling projects in which an elevator is to be installed.
- 5.8.1 If the elevator shaft is required to have a floor drain or sump pit with sump pump the associated plumbing shall not be directly connected to the sanitary sewer. Unless the elevator design does not include a hydraulic oil system.
- 5.8.2 Under current Arkansas Department of Health plumbing code section 1003.4 & 1003.4.1 states the following.
- "1003.4 Oil separators required. Where oil may discharge into elevator pits and at repair garages, car-washing facilities with engine or undercarriage cleaning capability and at factories where oily and flammable liquid wastes are produced, separators shall be installed into which all oil-bearing, grease-bearing or flammable wastes shall be discharged before emptying into the building drainage system or other point of disposal."*
- "1003.4.1 Separation of liquids. A mixture of treated or untreated light and heavy liquids with various specific gravities shall be separated in an approved receptacle."*
- 5.8.3 The City of Bentonville, depending on amounts of oils available may require user to install a dual system that includes a sand/oil interceptor and an oil collection reserve tank. The SOI

will be sized based on the pump flow rate of the sump pump and the oil collection reserve tank will be sized by the total amount of hydraulic fluid used in the system.



5.9 Variances. A variance to the requirements of this program for existing users may be granted by the Control Authority for good cause. The user has the burden of proof of demonstrating through data and other information why a variance should be granted. In no case shall a variance result in a violation of any requirement or effluent limit specified under Part 1 - Pretreatment Program Specifications. The granting and approval of any variance shall be at the discretion of the Control Authority.

5.9.1 If a variance is granted, the user shall institute BMPs and other mitigation measures, as determined by the Control Authority.

Section 6.0 Enforcement

6.1 Enforcement Action. Enforcement Action against the facility may be a result of, but is not limited to, failure to clean or pump POG Control devices, failure to maintain POG Control devices, failure to follow established BMP's, failure to install POG Control devices, failure to Control POG discharge from the facility, and use of additives.

1. A re-inspection fee, based on the fee as adopted in the current ordinance that establishes and amends certain fees and permits for the City of Bentonville, will be charged to the user for re-inspections resulting from non-compliance issues not being resolved within allotted time given to resolve the issues. The charges will be added to the facilities water/wastewater bill. Failure to reimburse the city may result in termination of water service.
2. POG related blockages and interference with the operations of the sewer collection system including the pump stations, or the sewer plant, will be investigated. Should the source of the POG be identified, that facility shall reimburse the City for all labor, equipment, supplies and disposal costs incurred to clean the interference or blockage. The charges will be added to the facilities water/wastewater bill. Failure to reimburse the city may result in termination of water service.
3. If a facility fails to pump, clean or maintain their POG Control device after a Notice of Violation (NOV) due date, the Control Authority will resort to an escalation of enforcement. The City of Bentonville reserves the right to have the facilities POG Control device pumped by a permitted waste hauler to prevent further possible damage. A failure of the POG Control device will be considered a violation of this program and the Pretreatment Program Specifications which pertains to the

construction and maintenance of pretreatment facilities and subject to penalties of up to \$1,000/day for each day in violation.

4. Further enforcement and penalties will be issued as per Section 10 under Part 1 - Pretreatment Program Specifications.

APPENDIX A - ACRONYMS

Unless a provision explicitly states otherwise, the following acronyms, as used in this document, shall have the meanings hereinafter designated.

AASHTO	American Association of State Highway and Transportation Officials	MAHL	Maximum Allowable Headwork's Loading
ADEQ	Arkansas Department of Environmental Quality	MAIL	Maximum Allowable Industrial Loading
APC&EC	Arkansas Pollution Control & Ecology Commission	mg	Milligrams
AR-IPC	International Plumbing Code, Arkansas Adoption of	Mg/L	Milligrams per Liter
ASC	Abnormal Sewage Concentration	NOD	Notice of Deficiency
ASME	American Society of Mechanical Engineers	NOV	Notice of Violation
BMP	Best Management Practices	NPDES	National Pollutant Discharge Elimination System
BMR	Baseline Monitoring Report	NSCIU	Non-Significant Categorical Industrial User
BOD	Biochemical Oxygen Demand	P2	Pollution Prevention
CBOD	Carbonaceous Biochemical Oxygen Demand	POGS	Petroleum Oil, Grease, and Sand
CFR	Code of Federal Regulations	POTW	Publically Owned Treatment Works
CIU	Categorical Industrial User	RCRA	Resource Conservation and Recovery
COD	Chemical Oxygen Demand	SIC	Standard Industrial Classification
EPA	United States Environmental Protection Agency	SIU	Significant Industrial User
FOG	Fats, Oils, and Grease	SNC	Significant Noncompliance
FSE	Food Service Establishments	SOI	Sand/Oil Interceptor
GCD	Grease Control Device	SSO	Sanitary Sewer Overflow
gpd	gallons per day	SWDA	Solid Waste Disposal Act
GPM	Gallons Per Minute	TBLL	Technically Based Local Limits
HGI	Hydro-mechanical Grease Interceptor	TSS	Total Suspended Solids
IU	Industrial User	TTO	Total Toxic Organics
IWD	Industrial Waste Discharge	U.S.C.	United States Code
L	Liter	WGB	Waste Grease Bin

APPENDIX B – DEFINITIONS

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this document, shall have the meanings hereinafter designated.

1. **"Act"** shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, [403.3 (b)] adopted by the Arkansas Water and Air Pollution Control Act, Act 472 of 1949, as amended.
2. **"Abnormal Sewage"** shall mean any waste discharged into the treatment system having a concentration in excess of typical domestic waste as defined by the Control Authority.
3. **"ADH"** shall mean Arkansas Department of Health.
4. **"ADEQ"** shall mean the Arkansas Department of Environmental Quality.
5. **"Approved"** shall mean accepted as satisfactory under the terms of this ordinance and given formal and official sanction by the Control Authority.
6. **"Approval Authority"** shall mean the Director of the Arkansas Department of Environmental Quality (ADEQ).
7. **"Authorized Representative of Industrial User"** shall mean:
 - A. If the industrial user is a corporation:
 - a. The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
 - b. The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - B. If the industrial user is a partnership, or sole proprietorship, an authorized representative shall mean a general partner or proprietor, respectively;
 - C. If the industrial user is a Federal, State or local governmental facility, an authorized representative shall mean a director or highest official appointed or designated to oversee the operation and performance of the activities of the governmental facility, or his/her designee;
 - D. The individuals described in paragraphs 1-3 above may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the

discharge originates or having overall responsibility for environmental matters for the industry, and the written authorization is submitted to the Control Authority.

8. **"Best Management Practices" (BMP's)** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed under Section 1. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage. BMP's may also include alternative means (i.e., management plans) of complying with, or in place of certain established categorical Pretreatment Standards and effluent limits.
9. **"Biochemical Oxygen Demand (BOD)"** shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five (5) days at twenty degrees Celsius (20 C) expressed as milligrams per liter (mg/L).
10. **"Bypass"** shall mean the intentional diversion of waste streams from any portion of an industrial user's treatment facility.
11. **"Carbonaceous Biochemical Oxygen Demand (CBOD)"** shall mean the quantity of oxygen utilized by organisms requiring carbon as their nutrient source of BOD in five (5) days.
12. **"Categorical Standard"** shall mean any regulation containing pollutant discharge limits promulgated by the U.S. EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. 1317) which apply to a specific category of industrial users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
13. **"Cease and Desist Order"** A cease and desist order directs a noncompliant user to cease illegal or authorized discharges immediately or to terminate its discharge altogether.
14. **"CFR"** shall mean the Code of Federal Regulations as published by the U.S. Government.
15. **"City"** shall mean the City of Bentonville, Arkansas, or where the context indicates, Mayor, Manager of the Wastewater Treatment Plant, or other authorized representative.
16. **"Compatible Pollutant"** shall mean BOD, TSS, pH, and fecal coliform bacteria; plus any additional pollutants that the publicly owned treatment works (POTW) is designed to treat, and in fact, does treat such pollutants to the degree required by the POTW's NPDES permit.
17. **"Composite Sample"** shall mean a sample of the wastewater discharged to the collection system which is composed of a series of not less than twelve (12) samples taken at regular intervals over a normal operating day and over a period of time not exceeding twenty-four hours and calculated on a flow-proportional basis. (40 CFR 403 Appendix E).
18. **"Cooling Water"** shall mean the water discharged from any use such as air conditioning, cooling or refrigeration, or to which the only pollutant added is heat.
19. **"Compliance Order"** A compliance order directs the user to achieve or restore compliance by a date specified in the order. It is issued unilaterally and its terms need not be discussed with the industry in advance.
20. **"Consent Order"** The consent order is an agreement between the Control Authority and the industrial user normally containing three elements: (1) compliance schedules; (2) stipulated

finer or remedial actions; and (3) signatures of Control Authority and industry representatives.

21. **"Control Authority"** shall mean the administrator of the City of Bentonville's industrial pretreatment program as designated by the Mayor, and who is charged with certain duties and responsibilities by this Ordinance.
22. **"Corrosive Waste"** shall mean any and all liquid or waterborne waste or gaseous or solid substance which can cause actual physical damage or destruction to any public or sanitary sewer or which prevents or materially retards treatment of sewage in the sewage treatment plant.
23. **"Daily Maximum"** The arithmetic average of all effluent samples for a pollutant collected during a calendar day.
24. **"Daily Maximum Limit"** the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
25. **"Direct Discharge"** shall mean the discharge of treated or untreated wastewater directly to the waters of the State of Arkansas.
26. **"Disposal"** shall mean the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid or semi-solid grease trap waste, grit trap waste, and/or septage into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.
27. **"Disposal Site"** shall mean a permitted site or part of a site at which grease trap waste, grit trap waste, or septage is processed, treated, and/or intentionally placed into or on any land and at which said waste will remain after closure.
28. **"Disposer"** shall mean a person who receives, stores, retains, processes, or disposes of liquid waste.
29. **"Domestic Waste"** shall mean any and all liquid or waterborne waste or gaseous or solid substances that result from household waste as is common to residential areas such as home laundry, bathing and kitchen waste.
30. **"Entity"** shall mean those establishments, cities, towns, commercial or industrial subdivisions, and water improvement districts that establish, operate, and maintain a sanitary sewer collection system within their jurisdictional boundary and contract with the City of Bentonville to connect that system to the City System in order that Bentonville can provide for the transportation and treatment of sewage generated by the entity.
31. **"EPA"** shall mean the U.S. Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.
32. **"Existing Source"** Any source of discharge that is not a "New Source."
33. **"Facility"** Any car wash, automotive fueling, commercial garage, quick-lube stations, auto detail, automotive and equipment repair, automotive service shop, businesses using steam or

pressure washers, or any other business that routinely discharge petroleum oil, grease, and sand into the sanitary sewer system as part of a business operation.

34. **"Fats, Oils and Greases (FOG)"** Organic compounds derived from animal, vegetable, petroleum or mineral origin that contains multiple carbon triglyceride molecules. These substances are detectable and measurable using analytical procedures established in Title 40 of the Code of Federal Regulations Part 136 (40 CFR 136). Fats, oils or grease are either polar (animal or vegetable origin) or nonpolar (petroleum or mineral origin).
35. **"Food Grinder"** Any device installed in the plumbing or sewage system of the facility for the purpose of grinding food waste or food preparation by products for the purpose of disposing in the sewer system.
36. **"Food Processing Establishment"** A commercial establishment in which food is manufactured or packaged for consumption.
37. **"Food Sales Establishment"** Retail and wholesale grocery stores, retail seafood stores, food processing establishment, bakeries, confectioneries, fruit, nuts and vegetable stores and places of business and similar establishments, mobile or permanent, engaged in the sale of food primarily for consumption off premises.
38. **"Food Service Establishments"** Any establishment for the preparation and serving of meals, lunches, short orders, sandwiches, frozen desserts, or other edible products and/or are required to have a Food Business Permit issued by the Arkansas Department of Health. The term includes: restaurants, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which manufacture retail sandwiches, soda fountains, institutional cafeterias, catering and home based food establishments, food vending vehicles, and operations connected therewith; and similar facilities by whatever name called.
39. **"Garbage"** shall mean solid wastes from the domestic and commercial preparation, cooking and dispensing of food, and from the handling, storage and sale of product.
40. **"Generator"** shall mean a person who causes, creates, generates, or otherwise produces liquid or water borne solid waste that is discharged into the sewer system.
41. **"Grab Sample"** shall mean a sample which is taken from a wastewater flow on a one-time basis with no regard to the flow in the waste stream and without consideration of time.
42. **"Grease"** Rendered animal fat, vegetable shortening, and other such oily matter used for the purposes of and resulting from preparing and/or cooking food.
43. **"Grease Control Device"** a plumbing appurtenance or appliance that is installed in a sanitary drainage system to intercept non-petroleum fats, oil, and grease (FOG) from a wastewater discharge and is identified by flow rate, separation and retention efficiency. The design incorporates air entrainment, hydro-mechanical separation, interior baffling, and/or barriers in combination or separately, and one of the following:
 - a. A - External flow control, with air intake (vent): directly connected
 - b. B - External flow control, without air intake (vent): directly connected
 - c. C - Without external flow control, directly connected
 - d. D - Without external flow control, indirectly connected
 - e. These interceptors are required to have a vent installed downstream of the interceptor.

44. **"Grease Waste Hauler"** A business that is permitted to haul grease within the boundaries of the City Of Bentonville.
45. **"Hazardous Waste"** shall mean any liquid, semi-liquid or solid waste or combination of wastes, which, because of its quantity, concentration, physical, chemical or infectious characteristics may exhibit, any of the following:
- A. Toxic, corrosive, irritant or strong sensitizer, flammable or combustible, explosive or otherwise capable of causing substantial personal injury or illness; or
 - B. Pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed, and is identified or listed as a hazardous waste as defined by the Arkansas Solid Waste Disposal Act, or the Administrator, United States Environmental Protection Agency pursuant to the Federal "Solid Waste Disposal Act", as amended by the "Resource Conservation and Recovery Act of 1976" and as may be amended in the future.
46. **"Holding Tank Waste"** shall mean any liquid waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks and vacuum-pump tank trucks.
47. **"Incompatible Pollutant"** shall mean all pollutants other than compatible pollutants as defined herein above.
48. **"Indirect Discharge"** shall mean the introduction of pollutants into the POTW from any nondomestic source.
49. **"Industrial User or User"** The term Industrial User or User means a source of indirect discharge.
50. **"Industrial Waste"** shall mean any and all liquid or waterborne waste or gaseous or solid substances that result from any process of industry, manufacturing, trade or business, or any mixture of the same with water or normal sewage, or distinct from normal sewage.
51. **"Instantaneous Limit"** The maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.
52. **"Interference"** shall mean a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; and therefore, is a cause of a violation of the City's NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder, or any more stringent State or local regulations: section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.
53. **"International Plumbing Code (IPC)"** Governs the requirements for the installation, alteration, removal, replacement, repair or construction of all plumbing, as adopted by the State of Arkansas Health Department and the City Of Bentonville.
54. **"Liquid Waste"** shall mean water-borne solids, liquid, and gaseous substances derived from a

grease trap, chemical/portable toilet and/or septage or municipal sludge.

55. **"Local Limit"** Specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).
56. **"Manager"** shall mean the person designated by the Mayor to supervise the operation and maintenance of the publicly owned treatment works (POTW).
57. **"Manifest System"** shall mean a system consisting of a multi-part trip ticket used to document the generation, transportation, and disposal of liquid, semi-liquid or solid waste. This could be part and partial of a Best Management Practice.
58. **"Maximum Allowable Discharge Limit"** shall mean the maximum concentration (or loading) of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.
59. **"May"** is a discretionary term.
60. **"Medical Waste"** regardless of origin may include, but not limited to the following. Isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
61. **"Mobile Food Vendor"**: shall mean, but not limited to, a food establishment that is located upon a vehicle, or which is pulled by a vehicle, where food or beverage is cooked, prepared and served, or any other users that discharge applicable waste as determined by the Governing Agency.
62. **"Monthly Average"** The sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
63. **"Monthly Average Limit"** The highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.
64. **"National Pollutant Discharge Elimination System (NPDES)"** A permit system for regulating point source pollution pursuant to Section 402 of the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. 1342).
65. **"The North American Industry Classification System (NAICS)"** is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy. NAICS was developed under the auspices of the Office of Management and Budget (OMB), and adopted in 1997 to replace the Standard Industrial Classification (SIC) system.
66. **"New Source"**
 - A. Any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Act which will be applicable to such source if such standards are therefore promulgated in accordance with that section,

provided that: The building, structure, facility or installation is constructed at a site at which no other source is located; or

- a. The building, structure, facility or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - b. The production or wastewater generating processes of the building, structure, facility or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- B. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria of Section (1) (b) or(c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- C. Construction of a new source as defined under this paragraph has commenced if the owner or operator has:
- A. Begun, or caused to begin as part of a continuous onsite construction program.
 - a. Any placement, assembly, or installation of facilities or equipment, or
 - b. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment, or
 - B. Entered into a binding contractual obligation for the purchase of facilities or equipment which is intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.
67. **"Non-contact Cooling Water"** shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
68. **"Non-domestic Wastewater"** may include wastewater from any other source, including but not limited to, industries, food processing operations, vehicle service facilities, vehicle storage facilities, kennels, car washes, and milk houses.
69. **"Nonpolar"** Any water or waste of petroleum or mineral origin which contains more than one hundred parts per million by weight of fat, oils or grease as measured using analytical procedures established in 40 CFR Part 136.
70. **"Normal Sewage"** also termed "Typical Domestic Wastewater" shall mean wastewater from domestic users, discharged by a person into a sanitary sewer.
71. **"NPDES Permit"** shall mean a permit issued to a POTW pursuant to Section 402 of the Act.
72. **"Oil"** is petroleum based products.

73. **"Owner"** shall mean the person who owns a facility or part of a facility.
74. **"Pass Through"** shall mean the discharge that exits the POTW to waters of the United States in quantities or concentrations which, alone or in conjunction with other discharges, causes a POTW NPDES permit violation, including an increase in the magnitude or duration of a violation.
75. **"Person"** shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint-stock company, trust, governmental entity or any other legal entity, or their legal representatives, agents or designate. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.
76. **"pH"** means the logarithm (base 10) of the reciprocal of the weight of hydrogen ions, expressed in standard units.
77. **"Pharmaceutical Drug"** also referred to as medicine, medication or medicament, can be loosely defined as any chemical substance intended for use in the medical diagnosis, cure, treatment, or prevention of disease.
78. ***Polar:*** Any water or waste of animal or vegetable origin which has visible fats, oils or grease floating on the surface or adhering to the sides of the sample containers.
79. **"Pollutant"** shall mean any dredged spoil, soil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt, and/or industrial or agricultural waste discharged into water.
80. **"Pollution"** shall mean the man-made or man-induced alteration of the chemical, physical, biological or radiological integrity of water below certain minimum desirable quality standards.
81. **"Pollution Prevention" (P2) or "Source Reduction"** as defined under the Pollution Prevention Act, and other practices that reduce or eliminate the creation of pollutants through: Increased efficiency in the use of raw materials, energy, water, or other resources, or protection of natural resources by conservation.
82. **"Pretreatment"** shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes; by process changes; or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.
83. **"Pretreatment Requirement"** shall mean any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an industrial user.
84. **"Pretreatment Standard, or Standard"** shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with Section 307(B) and (C) of the Act which applies to industrial users. This term includes prohibitive discharge limits established pursuant to 40 CFR Section 403.5.
85. **"Prohibited Discharge Standards" or "Prohibited Discharges"** shall mean absolute prohibitions against the discharge of certain substances; these prohibitions appear in Article II,

Section 2 of this ordinance.

86. **"Publicly Owned Treatment Works (POTW)"** shall mean the city sanitary sewer system or treatment works as defined by Section 212 of the Act which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances, which convey wastewater to a treatment plant.
87. **"POTW Treatment Plant"** shall mean that portion of the POTW designed to provide treatment of municipal sewage and industrial waste.
88. **"Regional Administrator"** shall mean the appropriate EPA Regional Administrator.
89. **"Remodel"** Means any modification to an existing business that involves an expansion of the kitchen area or seating capacity.
90. **"Sanitary Sewer"** shall mean a public sewer that conveys domestic wastewater or industrial wastes or a combination thereof, and into which storm water, surface water, ground water, and other unpolluted water or wastes are not intentionally passed.
91. **"Septage"** shall mean wastes removed from a portable toilet, chemical toilet, or septic tank.
92. **"Severe Property Damage"** shall mean substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.
93. **"Shall"** is a mandatory term.
94. **"Show Cause Order"** An order to show cause directs the user to appear before the Control Authority, explain its noncompliance, and show cause why more severe enforcement actions against the user should not go forward.
95. **"Significant Industrial User"** shall mean any industrial user of the City's wastewater treatment system who:
 - A. has a discharge flow of 25,000 gallons or more per average work day of process wastewater; excluding sanitary, noncontact cooling and boiler blow down wastewater; or
 - B. has a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the city's treatment plant; or
 - C. is subject to Categorical Pretreatment Standards; or
 - D. is designated as significant by the Control Authority on the basis that the industrial user has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

Upon a finding that a User meeting the above criteria has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the Control Authority may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f) (6), determine that such User should not be considered a Significant Industrial User.

96. **"Significant Noncompliance"** shall mean;
- A. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken during a six (6) month period exceed (by any magnitude) the daily maximum limit, the average limit, or Maximum Allowable Discharge Limit for the same pollutant parameter;
 - B. Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the daily maximum limit, the average limit, or Maximum Allowable Discharge Limit multiplied by the applicable TRC (TRC = 1.4 for COD, TSS, SGT-HEM, Total Nitrogen and 1.2 for all other pollutants except pH);
 - C. Any other violation of a pretreatment effluent limit (daily maximum or longer-term average, instantaneous limit, or narrative Standard), that determines has caused, alone or in combination with other discharges, interference or pass-through, (including endangering the health of WWTP personnel or the general public);
 - D. Any discharge of pollutants that has caused imminent endangerment to the public or to the environment, or has resulted in exercise of emergency authority to halt or prevent such a discharge;
 - E. Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
 - F. Failure to provide, within thirty (30) days after the due date, required reports, such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
 - G. Failure to accurately report noncompliance; or
 - H. Any other violation or group of violations which has been determined will adversely affect the operation or implementation of pretreatment program.
97. **"Slug Discharge"** shall mean any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Article II, Section 2 of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.
98. **"Standard Industrial Classification (SIC)"** shall mean a classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972, as amended and revised.
99. **"Standard Methods"** shall mean the examination and analytical procedures set forth in the latest edition at the time of analysis of Standard Methods for the Examination of Water and Wastewater as prepared by the American Water Works Association, or any approved analytical procedure published by the U.S. EPA in 40 CFR Part 136.
100. **"State"** shall mean the State of Arkansas.

101. **"Storm Sewer"** shall mean a public sewer which carries storm and surface water drainage and into which domestic wastewater or industrial wastes are not to be discharged.
102. **"Stormwater"** shall mean any flow occurring during or following any form of natural precipitation.
103. **"Surcharge"** shall mean a service charge in addition to the normal monthly rate which shall be assessed to those non-domestic users who discharge into the Bentonville system wastewater pollutant levels exceeding those found in typical domestic waste.
104. **"Total Phosphorus"** shall mean all of the phosphorus present including all orthophosphates and condensed phosphates both, dissolved and particulate, organic, and inorganic.
105. **"Total Suspended Solids (TSS)"** shall mean the total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquids, and which is removed by laboratory filtering using a method which is approved by the EPA in 40 CFR 136.
106. **"Toxic Pollutant"** shall mean any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the Environmental Protection Agency under the provision of the Federal Water Pollution Control Act (Clean Water Act), Section 307(a), or other federal law.
107. **"Transporter"** shall mean a person who operates a vehicle for the purpose of carrying or conveying liquid waste.
108. **"Trip Ticket"** shall mean the shipping document originated and signed by the transporter which contains the information required by the Control Authority.
109. **"Twenty-Five Percent Rule"** Requirement for grease control devices to be cleaned when 25 percent (%) of its volume is occupied by accumulated grease and food waste.
110. **"User or Industrial User"** shall mean a source of indirect discharge.
111. **"Vehicle"** shall mean a mobile device in which or by which liquid waste may be transported upon a public street or highway.
112. **"Waste Grease Bin"** Outside container used for the storage of yellow grease.
113. **"Wastewater"** shall mean the water, whether treated or untreated, that has been used by and discharged from any industry, commercial enterprise, household or other water consumer.
114. **"Wastewater Treatment Plant or Treatment Plant"** Shall mean that portion of the POTW which is designed to provide treatment of municipal sewage and industrial waste.
115. **"Water Management Division Director"** shall mean one of the directors of the Water Management Divisions within the Regional office of the Environmental Protection Agency or delegated representative.
116. **"Watercourse"** shall mean a material or man-made channel in which a flow of water occurs, either continuously or intermittently.

ORDINANCE NO. 2019-_____

**AN ORDINANCE TO ADOPT THE 2019 REVISED PRETREATMENT
PROGRAM SPECIFICATIONS FOR THE CITY OF BENTONVILLE.**

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

Section 1. That the following code, 3 copies of which are on file with the City Clerk, are
hereby adopted by reference as though they were copied herein fully:

2019 Revised Pretreatment Program Specifications

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

Section 3. That within said codes, when reference is made to the duties of a certain
official named therein, that designated official of the City of Bentonville who
has duties corresponding to those of the named official in said code shall be
deemed to be the responsible official insofar as enforcing the provisions of
said code are concerned.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

Resolution setting a public hearing for January 14, 2020 for a Street Right of Way Vacation requested by CEI Engineering located in W A Burks Addition.

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





1 inch = 66 feet

Proposed ROW Vacation



RESOLUTION NO. _____

IN THE CITY COUNCIL FOR THE CITY OF BENTONVILLE, ARKANSAS

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by CEI Engineering requesting Street Right-of-Way Vacation within the City of Bentonville, Arkansas be vacated, which said street right of way is described as follows:

A portion of the street Right-of-Way located in W.A. Burk's Addition, being part of the Southeast Quarter of the Southeast Quarter of Section 19, Township 20 North, Range 30 West, Bentonville, Arkansas, as shown in County Court Record Book A at Page 81 and 119 of the Records of Benton County, Arkansas, which is more particularly described as follows:
An existing Street Right-of-Way, approximately fifty (50) feet wide, running North and South between Lots 8 and 9 of Block 16 to the East and Lots 20 and 21 of Block 12 to the West.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to vacate the above described Street Right-of-Way is set for a hearing January 14, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved, and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☐	Ordinance	
☒	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for January 14, 2020 for Utility Easement Vacation requested for Lots 11-12 of Griffin Addition Phase 2 (3100 SE East Pointe).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

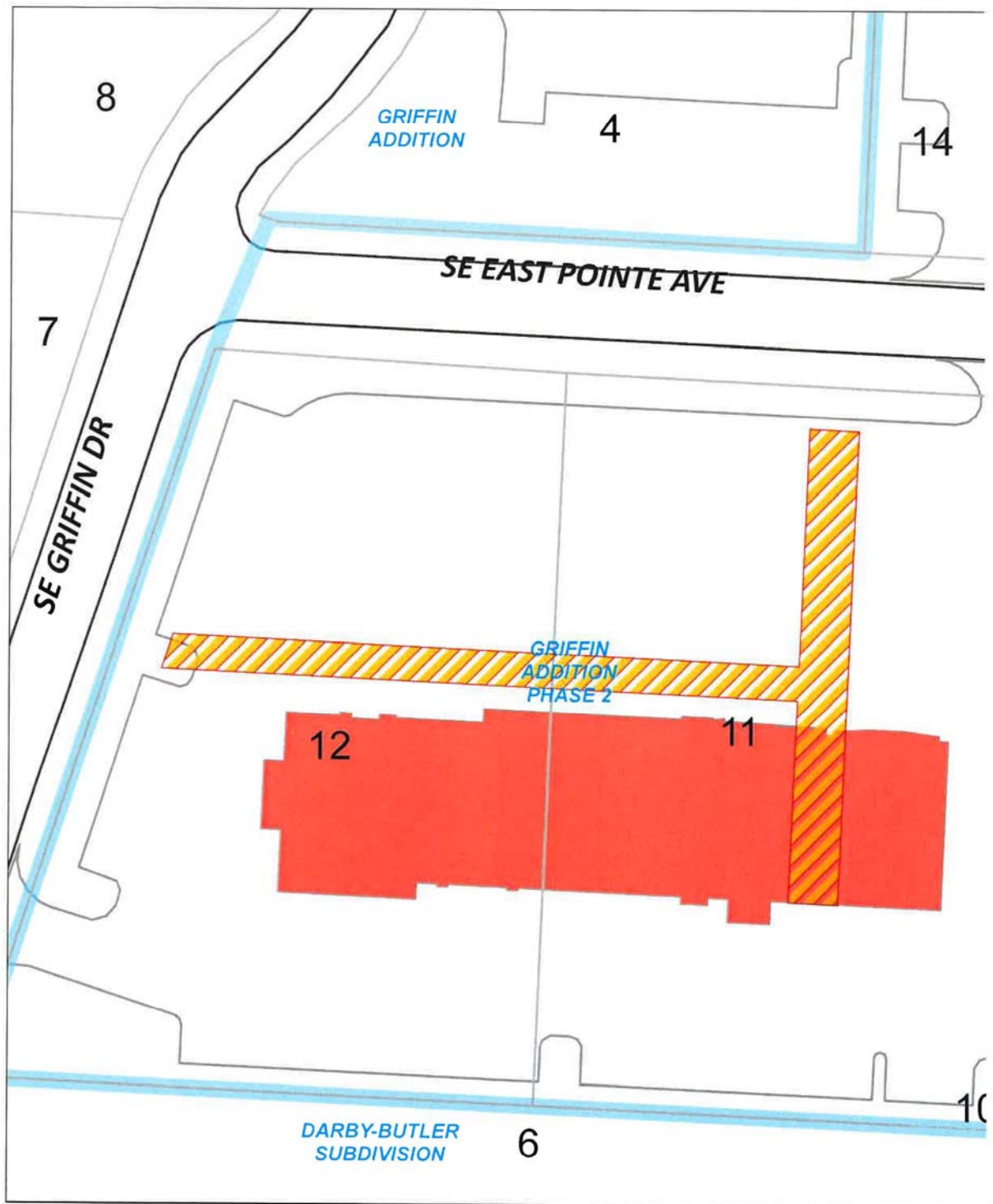
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www.bentonvillear.com



PLEASE RECYCLE





1 inch = 49 feet

VAC19-0039
Utility Easement Vacation



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Crafton Tull requesting utility easement vacation within the City of Bentonville, Arkansas be vacated, which said utility easement is described as follows:

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE II;
THENCE ALONG THE WEST LINE THEREOF S18°04'49" W 120.20 FEET;
THENCE LEAVING SAID WEST LINE S87°17'31"E 20.74 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF A UTILITY EASEMENT AS SHOWN IN PLAT RECORD BOOK 122 AT PAGE 30;
THENCE 97°17'31"E 253.97 FEET;
THENCE N02°44'24"E 96.01 FEET;
THENCE 97°19'07"E 20.00 FEET;
THENCE S020441241"W 191.71 FEET;
THENCE N87°15'36"W 20.00 FEET;
THENCE N02°44'24"E 81.67 FEET;
THENCE N87°17'31"W 257.81 FEET;
THENCE N18°04'49"E 14.52 FEET TO THE POINT OF BEGINNING, CONTAINING 7416 SQUARE FEET OR 0.17 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described utility easement is set for a hearing on January 14, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for January 14, 2020 for Access Easement Vacation requested for Lots 11-12 of Griffin Addition Phase 2 (3100 SE East Pointe).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

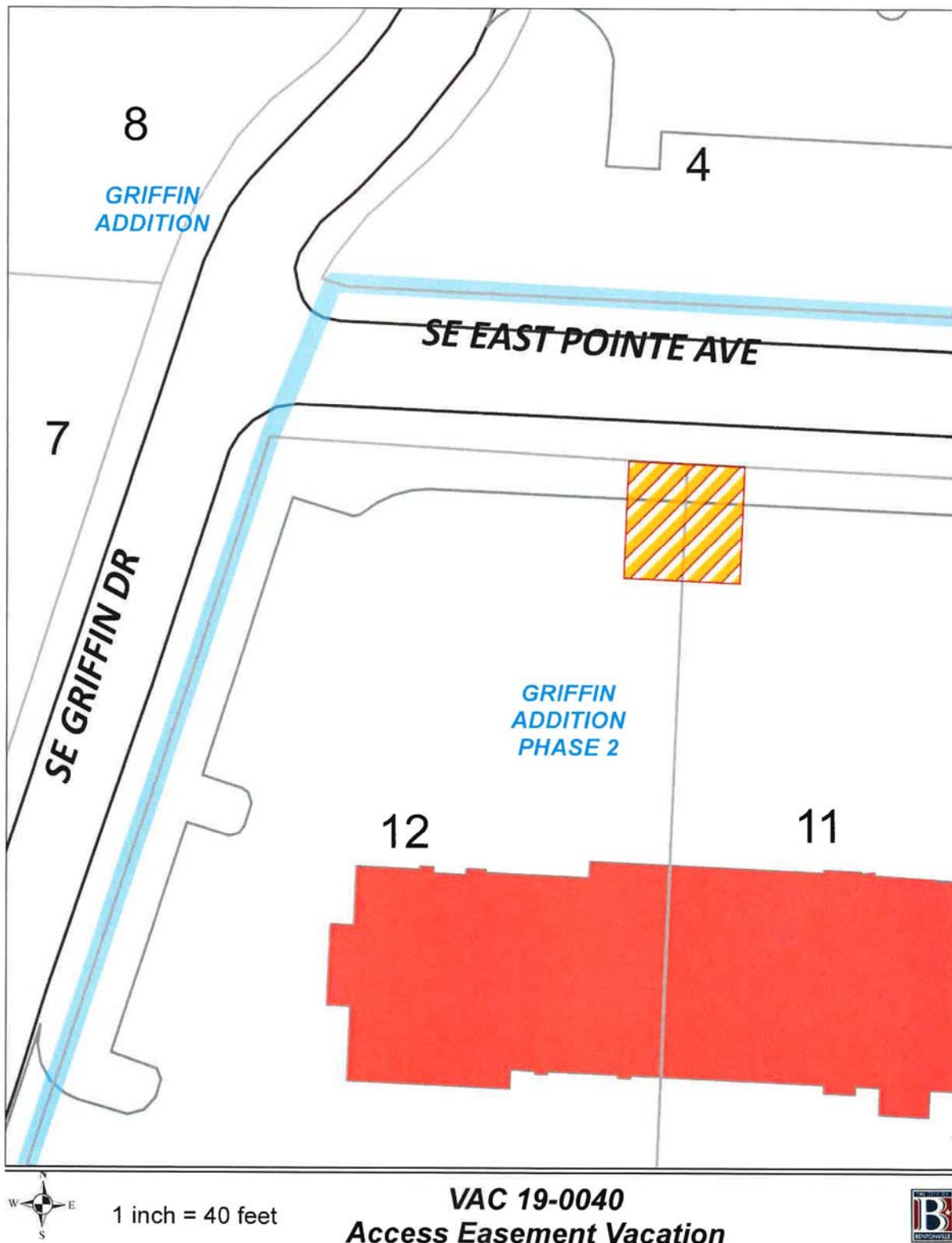
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE





RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Crafton Tull requesting access easement vacation within the City of Bentonville, Arkansas be vacated, which said access easement is described as follows:

PART OF LOT 11 AND PART OF LOT 12 OF THE FINAL PLAT GRIFFIN ADDITION PHASE II, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN ADDITION
PHASE II, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS SHOWN IN PLAT
BOOK 2011 AT PAGE 83;
THENCE S87° 19'07"E 20.00 FEET;
THENCE S02° 40' 43 "I w 40.00 FEET;
THENCE N87° 19' 17"W 40.00 FEET;
THENCE N02° 40'43 "I E 40.00 FEET;
THENCE S87° 19' 07 "I E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1600 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described access easement is set for a hearing on January 14, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Dennis Birge

Department

Engineering

Phone

271-3168

ACTION REQUIRED:

A resolution setting a public hearing for January 14, 2020 for Access Easement Vacation requested for Lot 11 of Griffin Addition Phase 2 (3100 SE East Pointe).

COST TO CITY:

Cost of this Request:

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

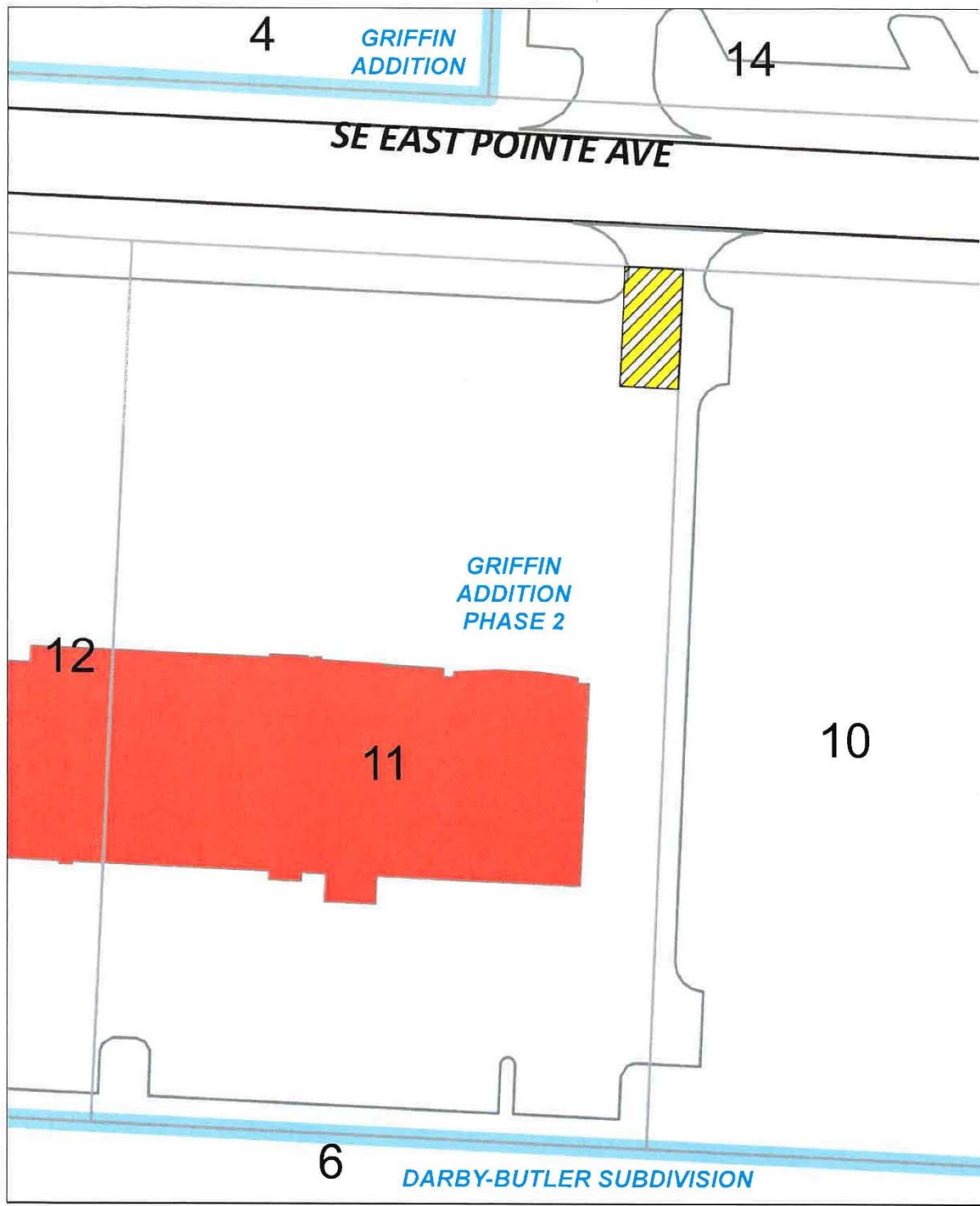
117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

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PLEASE RECYCLE





1 inch = 41 feet

VAC 19-0041
Access Easement Vacation



RESOLUTION NO. _____

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

WHEREAS, a petition was duly filed with the City Council of Bentonville, Arkansas by Crafton Tull requesting access easement vacation within the City of Bentonville, Arkansas be vacated, which said access easement is described as follows:

PART OF LOT 11 OF THE FINAL PLAT GRIFFIN ADDITION PHASE I I, AS PER PLAT RECORD 2011-83 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF BENTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11 OF SAID FINAL PLAT GRIFFIN ADDITION PHASE I I, SAID POINT BEING ON THE NORTH LINE OF AN ACCESS EASEMENT AS SHOWN IN PLAT BOOK 2011 AT PAGE 83;
THENCE S02°40'43"W 39.99 FEET;
THENCE N87°19'17"W 20.00 FEET;
THENCE N02°40'43"E 39.99 FEET;
THENCE S87°19'07"E 20.00 FEET TO THE POINT OF BEGINNING, CONTAINING 800 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

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

NOW, THEREFORE, BE IT RESOLVED, by the City of Bentonville, Arkansas, that the petition to close the above described access easement is set for a hearing on January 14, 2020 at 6:00 p.m. in the City Council Room of the City of Bentonville, Arkansas, and the Bentonville City Clerk and Recorder is directed to give notice of this meeting by publication as set forth by Ark. Code Ann. Section 14-301-302(c).

The above and foregoing resolution was passed, approved and adopted the _____ day of _____ 2020 at a regular meeting of the City Council of the City of Bentonville, Arkansas.

Linda Spence, City Clerk
Bentonville, Arkansas

Stephanie Orman, Mayor
City of Bentonville, Arkansas



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

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Dennis Birge

Department

Administration

Phone

271-3118

ACTION REQUIRED:

Requesting resolution approval to enter into a Memorandum of Understanding with Northwest Arkansas Regional Planning Commission for 2020 MS4 Stormwater Education Program.

COST TO CITY:

Cost of this Request: \$22,961

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

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



PLEASE RECYCLE



Memorandum

To: City Council, Mayor

From: Dennis Birge, Transportation Engineer

Date: November 26, 2019

Re: 2020 Agreement with NWA Regional Planning Commission



Staff requests City Council approval of a Resolution authorizing the Mayor and City Clerk to enter into a Memorandum of Understanding with NWA Regional Planning Commission, to participate in an 1 Year Regional Stormwater Education and Coordination Program from January 1, 2020 thru December 31, 2020. The University of Arkansas Cooperative Extension Service carries out the program at a cost of \$22,960.60. The funds are budgeted in the 2020 budget.

Thank you for your consideration of this request.



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• <http://nwarpc.org>

September 24, 2019

Janet Paith,

I am enclosing an original of your jurisdiction's 2020 Memorandum of Understanding (MOU) for the Regional Stormwater Education Program. It has been signed by Jeff Hawkins, Executive Director, NWARPC.

Please deliver the MOU to the appropriate person in your jurisdiction to sign and date.

You may return the MOU either by the US Postal Service, or through email. If at all possible the MOU should be returned by the end of the year.

NWARPC will invoice in January 2020.

If you have any questions, please let me know. Thank you for your prompt attention to this matter.

Sincerely,

Celia Scott-Silkwood, AICP
Regional Planner

cscott-silkwood@nwarpc.org

479-751-7125 ext. 106

**MEMORANDUM OF UNDERSTANDING FOR THE MS4
JURISDICTIONS OF NORTHWEST ARKANSAS AND THE
NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION**

WHEREAS, 21 cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2020 – December 31, 2020), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2019.

BENTONVILLE

[REDACTED]
NWARPC

Jeff Hawkins

**2020 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater Education Planning and NWA
Regional Commission Stormwater Coordination for NWA MS4 Jurisdictions
MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 21 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	% Urbanized Area Population	\$2,000 Base + % Urbanized Area
Bella Vista	22,841	26,461	7.74%	\$16,164.11
Benton County	5,339	221,339	1.81%	\$5,310.81
Bentonville	33,801	35,301	11.45%	\$22,960.60 •
Bethel Heights	2,359	2,372	0.80%	\$3,462.86
Cave Springs	969	1,931	0.33%	\$2,600.89
Centerton	9,135	9,515	3.10%	\$7,664.78
Little Flock	1,742	2,585	0.59%	\$3,080.25
Lowell	6,574	7,327	2.23%	\$6,076.65
Pea Ridge	4,298	4,794	1.46%	\$4,665.27
Rogers	54,897	58,895	18.60%	\$36,042.61
Elkins	1,991	2,648	0.67%	\$3,234.65
Elm Springs	973	1,535	0.33%	\$2,603.37
Farmington	4,964	5,974	1.68%	\$5,078.27
Fayetteville	65,457	73,580	22.18%	\$42,591.06
Greenland	721	1,294	0.24%	\$2,447.10
Johnson	3,123	3,354	1.06%	\$3,936.63
Prairie Grove	69	4,380	0.02%	\$2,042.79
Springdale	68,068	70,747	23.07%	\$44,222.59
Tontitown	71	2,460	0.02%	\$2,044.03
U of A	5,801	27,503	1.97%	\$5,597.30
Washington County	1,868	203,065	0.63%	\$3,158.38
Program Totals	295,081		100.00%	\$224,985.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakdowns assume all jurisdictions participate

† Total population reflects the total county population including all incorporated areas

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO
ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH
NORTHWEST ARKANSAS REGIONAL PLANNING FOR
STORMWATER EDUCATION.**

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

Section 1: That the Mayor is hereby authorized to enter into a Memorandum of
Understanding with Northwest Arkansas Regional Planning for a Stormwater Education
Program, as set forth in the agreement attached hereto as Exhibit "A".

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

PASSED and APPROVED this _____ day _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	☐
☐	Budget Adjustment	☐
☐	Change Order	☐
☐	Informational	☐
☐	Ordinance	☐
☐	Resolution	☐
☐	Other	☐

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Ed Wheeler

Department

Administration

Phone

271-3191

ACTION REQUIRED:

Ordinance for City Council to approve all the changes for the 2020 pay plan. This is an accumulation of all the "Pay" and Non-Pay" changes to the 2020 pay plan and all pay-related changes are funded in the 2020 budget.

COST TO CITY:

Cost of this Request: \$0

Additional Budget Amount \$0

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



2020 City of Bentonville

Pay Plan Changes

Pay Range Adjustments

- Add 1.6% (COLA) to current pay ranges
- Add .75¢ to part-time pay ranges to comply with 2020 Arkansas minimum wage law.

Existing Position Title/Grade Changes

- Move Transportation Director, Grade 37 to Grade 38
- Move Parks & Recreation Director, Grade 37 to Grade 38

Existing Position Title Changes

- Change Field Operations Supervisor, Water Dept. to Water Utilities Operations Supervisor, Water Dept.
- Change Water Distribution Foreman, Water Dept. to Water Distribution Supervisor, Water Dept.
- Change Wastewater Collections Forman, Water Dept. to Wastewater Collections Supervisor, Water Dept.
- Change Purchasing Administrator to Purchasing Manager

Position Upgrades

- Recreation Specialist I/II/III, Grade 17/18/19 to Parks Planner, Grade 33
- Transportation Forman, Grade 21 to Assistant Street Department Manager, Grade 33
- Administrative Assistant I/II, Grade 18 in the Transportation Department to Engineering Project/Permit Coordinator, Grade 21 in the Transportation Department

2020 City of Bentonville

Pay Plan Changes (Cont.)

New Full-Time Positions (Governmental Fund)

- One (1) Police Officer I/II, Grade 40/41
- One (1) Police Lieutenant, Grade 44
- One (1) Administrative Technician, Grade 18
- Three (3) Firefighter/Paramedics, Grade 52A
- Eleven (11) Firefighter/EMTs, Grade 52
- One (1) Construction Inspector (Street Dept.), Grade 21

New Part-Time Positions (Governmental Fund)

- One (1) Part-Time Library Clerk IV, Grade 84
- One (1) Part-Time Administrative Assistant II, Grade 17
- One (1) Part-Time HR Specialist, Grade 18

New Full-Time Positions (Enterprise Fund)

- One (1) Utility Billing Customer Account Rep I/II/III, Grade 15/16/18
- One (1) Technical Supervisor, Grade 21
- Two (2) Electric Technician I/II/III, Grade 92/93/94
- One (1) First Class Lineman, Grade 95

Position Transfer

- Transfer One (1) Pre-Treatment Technician, Grade 19 from the Wastewater Plant to the Water Dept.

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING CERTAIN AMENDMENTS
TO THE 2020 PAY PLAN FOR THE CITY OF
BENTONVILLE, ARKANSAS.**

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

Section 1: That certain amendments to the City of Bentonville Pay Plan should be,
and the same are hereby approved, as attached hereto as Exhibit "A."

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☐	Bid Award	Bid #	
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☒	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for electric meters per the City of Bentonville's specifications in the amount of \$513,918.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$513,918

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/10/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>868,973.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>868,973.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2020.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Mueller water/electric meters**

Mueller Systems, Inc. will be the single source supplier of both the electric and water meters smaller than 2". The meters will be ordered on an as needed basis for 2020.

CITY OF BENTONVILLE

501 SW 28th STREET
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST	
12	4	EA.	1807	SMARTMETER H L&G 1S ENERGY ONLY #MSE-SHF-1S-P	\$427.00	\$1,708.00
13	1	EA.	1799	SMARTMETER 4S CLASS 20 240V #MSE-SHF-4S-P	\$410.00	\$410.00
14	1	EA.	1803	SMARTMETER C&I PWR 4S/5S (RX) REACTIVE #MSE-CHSP-5S-P	\$791.00	\$791.00
15	1	EA.	1804	SMARTMETER C&I PWR 9S (RX) REACTIVE #MSE-CHSP-9S-P	\$791.00	\$791.00
16	1	EA.	1801	SMARTMETER C&I PWR 16S (RX) REACTIVE #MSE-CHSP-16S-P	\$845.00	\$845.00
17	1	EA.	1802	SMARTMETER C&I PWR 16SE (RX) REACTIVE #MSE-CHSP-16SE-P	\$1,050.00	\$1,050.00
						\$5,595.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ELECTRIC METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of electric meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Mueller for water meters per the City of Bentonville's specifications in the amount of \$355,055.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$355,055

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/10/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Electric Meters & Water Meters</u>		
Year & Model:	<u>Elec - Landis + GIR; Water - Hershey</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Mueller Systems LLC</u>		
	<u>10210 Statesville Blvd</u>		
	<u>Cleveland, NC 27013</u>		
Amount:	Base Amount:	\$	<u>868,973.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>868,973.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
The City of Bentonville will order both electric meters and water meters from Mueller Systems. Due to the AMI system upgrade this is a single source item and the prices are good from January to December 2020.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Mueller Water Meters**

Mueller will be the single source supplier of water meters smaller than 2". The meters will be ordered on an as needed basis for 2020.

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

~ 226 ~

[illegible]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS FOR THE CITY OF BENTONVILLE FROM MUELLER SYSTEMS AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of water meters for the City of Bentonville from Mueller Systems in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this _____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Core and Main for Sensus 2" and larger water meters per the City of Bentonville's specifications in the amount of \$167,328.35. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$167,328

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/10/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Inventory Materials - Water Meters</u>		
Year & Model:	<u>SENSUS</u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Core and Main</u>		
	<u>856 W. Henri De Tonti Blvd</u>		
	<u>Tonitown, AR 72770</u>		
Amount:	Base Amount:	\$	<u>167,328.35</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>167,328.35</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
SENSUS Brand water meters are part of the City of Bentonville Specifications. As in previous years we have purchased our water meters from Core and Main and are a "Single Source" item in Arkansas. No other vendors can supply this item in Arkansas. Their prices are firm for the year 2020.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Sensus Water Meters**

Sensus with Core and Main will be the single source supplier of water meters 2" and larger. The meters will be ordered on an as needed basis for 2020.

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2020

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
1	85	EA	4002	2" T2 OMNI METER T21G1BA	\$875.00
2	1	EA	4004	3" T2 OMNI METER T31G1BA	\$1,099.50
3	2	EA	4376	4" T2 OMNI METER T41G1AA	\$2,140.00
4	1	EA	4007	6" T2 OMNI METER T61G1AA	\$3,853.50
5	1	EA		8" T2 OMNI METER T81G1AA	\$6,540.00
6	1	EA		10" T2 OMNI METER TA1G1AA	\$8,526.75
7	5	EA	4001	2" T2 DROP ASSEMBLY T29G1BA	\$700.00
8	1	EA	4003	3" T2 DROP ASSEMBLY T39G1BA	\$805.50
9	2	EA	4005	4" T2 DROP ASSEMBLY T49G1AA	\$810.50
10	2	EA	4006	6" T2 DROP ASSEMBLY T69G1AA	\$1,520.30

CITY OF BENTONVILLE

501 SW 28th ST.
BENTONVILLE, AR 72712
PHONE: (479) 271-3145
AMY BLOOD

SENSUS WATER METERS 2020

ITEM NO.	QNTY.	UNIT	OUR PART NO.	DESCRIPTION	UNIT COST
13	1	EA	F2CG1BA	2" F2 OMNI METER	\$1,383.00
14	1	EA	NA	3" F2 OMNI METER	
15	1	EA	F4CG1AA	4" F2 OMNI METER	\$6,125.50
16	1	EA	F6CG1AA	6" F2 OMNI METER	\$9,317.00
17	1	EA	FA8CG1AA	8" F2 OMNI METER	\$12,205.50
18	1	EA	FACG1AA	10" F2 OMNI METER	\$17,458.50
19	1	EA	F29G1BA	2" F2 DROP ASSEMBLY	
20	1	EA	NA	3" F2 DROP ASSEMBLY	
21	1	EA	F49G1AA	4" F2 DROP ASSEMBLY	\$1,461.50
22	1	EA	F69G1AA	6" F2 DROP ASSEMBLY	\$2,238.50
23	1	EA	F89C1AA	8" F2 DROP ASSEMBLY	\$2,785.00
24	1	EA	FA9G1AA	10" F2 DROP ASSEMBLY	\$2,785.00

\$55,759.50

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF SENSUS WATER METERS FOR THE CITY OF BENTONVILLE FROM CORE AND MAIN AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of SENSUS water meters for the City of Bentonville from Core and Main in the per unit cost set forth in the attached Exhibit A.

Section 2: Because these are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY		
☐	Bid Award	Bid #
☐	Budget Adjustment	
☐	Change Order	
☐	Informational	
☒	Ordinance	
☐	Resolution	
☐	Other	

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

An ordinance authorizing the Mayor and City Council to enter into an agreement with Holophane Lighting for decorative light fixtures/poles per the City of Bentonville's specifications in the amount of \$996,445.00. This is a 'Single Source' item in the State of Arkansas.

COST TO CITY:

Cost of this Request: \$996,445

Additional Budget Amount

☐ One time amount

☐ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



REQUEST FOR WAIVER OF BID

Date	<u>12/10/2019</u>		
Requested by:	<u>Travis Matlock</u>		
Department:	<u>Inventory Control Dept.</u>		
DESCRIPTION OF REQUEST:			
Type of Equipment:	<u>Holophane Ornamental Lighting</u>		
Year & Model:	<u></u>		
Serial #	<u></u>		
To Be Purchased From:	<u>Holophane Ornamental Lighting</u>		
	<u>1 Lithonia Way</u>		
	<u>Conyers, GA 30012</u>		
Amount:	Base Amount:	\$	<u>996,445.00</u>
	Tax:		<u></u>
	*Other:		<u></u>
	TOTAL	\$	<u>996,445.00</u>
* List all other costs:			
JUSTIFICATION FOR REQUEST FOR WAIVER OF BID:			
Holophane brand lighting is installed in our system and is part of the City of Bentonville Specifications. Holophane lights will maintain a consistant look throughout the City of Bentonville on all projects to be finalized in 2020.			
<u>Department Head</u>		<u>Director of Finance & Administration</u>	
Revised 6-18-99			

M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Decorative Lighting - Holophane**

The City of Bentonville recommends waiver the bid for decorative lighting in the total amount of \$996,445.00 City of Bentonville's standardized approved lighting.

Holophane Ornamental Lighting in the amount of \$996,445.00

This waiver is for one year, January-December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
POLES						
1	100	BEN-1745	WDA12F5J17P07LABBK	Wadworth, 12', 5" Fluted, Cast Aluminum, Black	\$ 769.00	\$ 76,900.00
2	15	BEN-1742	NYA12F5J17P07LAB	North Yorkshire, 12', 5" Fluted, Cast Aluminum, 17" Diameter Base, Black	\$ 961.00	\$ 14,415.00
3	15	BEN-1737	CHA12F5J16P07LABBK	Charleston Series Pole, 12' Tall, 5" Fluted Shaft, 16" Diameter Base, Cast Aluminum, Black Finish	\$ 1,189.00	\$ 17,835.00
4	10	BEN-1794	WDA12L4E17P07LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,199.00	\$ 11,990.00
5	5	BEN-1793	WDA12L4E17P07LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, PROVISION FOR RECEPTACLE, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK	\$ 1,189.00	\$ 5,945.00
6	5	BEN-1792	WDA08L4E17P07LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 8' TALL, 3"X3" TENON, 17" DIAMETER BASE, FINISHED HOLOPHANE BLACK, WADSWORTH BASE	\$ 1,088.00	\$ 5,440.00
7	5	BEN-1791	CHA12L4E12P01LABBK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, PLAIN POLE CAP, 12" DIAMETER BASE, FINISHED HOLOPHANE BLACK, CHARLESTON BASE	\$ 1,222.00	\$ 6,110.00
8	5	BEN-1790	CHA 12 L4E 12 P07 LAB BK	SITELINK SL4 SERIES ALUMINUM POLE, 12' TALL, 3"X3" TENON, 12" DIAMETER CHARLESTON BASE, FINISHED HOLOPHANE BLACK	\$ 1,337.00	\$ 6,685.00
9	10	BEN-1740	FTA30E1-P9-BK-R	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, PROVISION FOR RECEPTACLE, BLACK	\$ 3,033.00	\$ 30,330.00
10	10	BEN-1518	FTA30E1-P9-BK	FLUTED TAPERED ALUMINUM 10" X .250" X 30' MOUNTING HEIGHT, BLACK	\$ 3,033.00	\$ 30,330.00
11	10	BEN-2096	WDA12F5J17P11LABBK	WADSWORTH CAST ALUMINUM POLE, 12' TALL, 5" STRAIGHT FLUTED SHAFT WITH A 4.38"X12" TENON, 17" DIAMETER, BASE, FINISHED HOLOPHANE BLACK, TYPICALLY USED WITH HALLBROOK	\$ 1,034.00	\$ 10,340.00
12	10	BEN-1718	RTS3066BP2NDGR	30FT, 6.6 x 2.4 x 11 Gauge Wall, Tenon 2.380 D, X 4inch LG., No Drill Pattern, Gray Paint, Less Anchor Bolts	\$ 844.00	\$ 8,440.00

11/27/2019

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
13	10	BEN-1242	CLS22FTB24P07LABBKR	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, PROVISION FOR RECEPTACLE, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK.	\$ 2,706.00	\$ 27,060.00
14	60	BEN-1738	CLS22FTB24P07LABBK	COLUMBIA CAST IRON AND STEEL POLE, 22' TALL ROUND TAPERED FLUTED SHAFT WITH A 3"X3" TENON, 24" DIAMETER BASE. FINISHED HOLOPHANE BLACK. LESS ANCHOR BOLTS	\$ 2,706.00	\$ 162,360.00
15	30	BEN-1243	C26CSBU055A	COLUMBIA SERIES CAST ALUMINUM CLAMSHELL BASE. 26" DIAMETER, FINISHED HOLOPHANE BLACK. DESIGNED TO FIT AROUND POLE #TA30E1FTU931C	\$ 1,968.00	\$ 59,040.00
FIXTURES						
16	10	BEN-2094	GVU100HPMAB7NHP	Utility Granville (GVU): Electrical Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120,208,240 & 277V. Factory wired for 120V only. UL Only, Black, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 447.00	\$ 4,470.00
17	10	BEN-1514	GVU7N	GRANVILLE UTILITY OPTICAL SHIP LEVEL, TYPE III, LUNAR OPTICS, ASYMMETRIC DISTRIBUTION, NO FINIAL	\$ 340.00	\$ 3,400.00
18	100	BEN-1584	GVD2 P40 40K AS M BK 8 N N U H PCLL	Granville LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Symmetric Lunar Optic Type V, No Trim, No Finial, No Trim and Clear or No Finial, NEMA Twistlock Photocontrol Receptacle, Extended Lift Option with AS (120-277 V only)	\$ 731.00	\$ 73,100.00
19	10	BEN-1585	GVUEORIGRETRO2 P40 40K AS BK 8 H PCLL	Granville LED Retrofit 2 , LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Black, Symmetric Lunar Optic Type V, NEMA Twistlock Photocontrol Receptacle, Exten	\$ 240.00	\$ 2,400.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
20	10	BEN-1600	GS100HPMC2BS51NHP	Hallbrook(R) GlasWerks II (GS) : GS, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 240V Only. UL listed, Pendant 1.5 NPT, Black, Standard, 4551 Asymmetric Distribution, None, NEMA Twistlock Photocontrol Receptacle, Protected Starter	\$ 1,104.00	\$ 11,040.00
21	10	BEN-2093	GVU100HPMAB7RSCHP	Utility Granville (GVU) : Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240 & 277V. Factory wired for 120V only. UL Only Black, Lunar Optics Asymmetric, IES Type III Distribution, Ribs and Bands Painted Cast Aluminum Standard Gold, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 1,015.00	\$ 10,150.00
22	10	BEN-1927	GVU 100HP MA B 7 S B H P	Syracuse, with Utility Granville Optic (GVU): Utility Granville Standard M Housing, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240 & 277V. Factory wired for 120V only. UL Only, Black, Lunar Optics Asymmetric, IES Type III Distribution, Syracuse Style with Cover, Painted Cast Aluminum Standard Finial, Black, NEMA twistlock photocontrol receptacle	\$ 1,058.00	\$ 10,580.00
23	10	BEN-2092	ARU100HPMABG3SHP	Utility Arlington (ARU) : ARU, 100W High Pressure Sodium, Mogul Base, Multivolt 120, 208, 240 & 277V. Factory wired for 120V only. UL Only, Black, Asymmetric Glass Refractor, Spike Finial, NEMA twistlock photocontrol receptacle, Protected Starter	\$ 851.00	\$ 8,510.00
24	10	BEN-1939	TUB4SS	TEARDROP UTILITY OPTICAL ASSEMBLY ONLY, TYPE 4 DISTRIBUTION TEARDROP STYLE OPTIC, SHALLOW SKIRT, FINISHED BLACK	\$ 397.00	\$ 3,970.00
25	10	BEN-1676	TUB250HPMAB4PSR	MEMPHIS UTILITY ELECTRICAL ASSEMBLY ONLY, 250W HPS, MULTI-TAP WIRED TO 120V, BLACK FINISH, PROTECTED STARTER, PHOTOCONTROL RECEPTACLE (LESS PHOTOCONTROL	\$ 741.00	\$ 7,410.00
26	50	BEN-1674	MPL2BKGTG3SS	MEMPHIS TEAR DROP LED 2 SERIES (MPL2): DOOR REPLACEMENT	\$284.00	\$ 14,200.00

11/27/2019

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
27	50	BEN-1675	MPL2P40S40KASBK3PP7PCLL	MEMPHIS TEAR DROP LED 2 SERIES (MPL2): LUMINARIE REPLACEMENT	\$1,137.00	\$ 56,850.00
28	50	BEN-1673	LTDLRL2 P40S 40K AS TDRD 3 BK P7 PCLL	MEMPHIS LARGE TEAR DROP RETROFIT LED (LTDLRL2) 16,000 LUMENS, 5 COBs, 4000K CCT, Tear Drop Retrofit Door, Type 3 Auto-Sensing Voltage (120-277) 50/60 HZ, Asymmetric Distribution, Black, 7, Pin Photocontrol Receptacle, Extended Life with AS (120-277V Only)	\$498.00	\$ 24,900.00
29	20	BEN-2112	WE250HPMAB6B6HPS	Washington Postlite Enhanced (WE) : WE, 250W High Pressure Sodium Mogul Base, Multivolt 120, 208, 240, 277V Factory wired for 120V Only, UL listed, Black, Asymmetric, Lunar Optics Type 6, Black, Spike Finial, Bands and Ribs, NEMA Twist Lock Photocontrol Receptical, Protected Starter	\$ 1,334.00	\$ 26,680.00
30	75	BEN-2113	WSE2P5040KASBK6BK6HPCLL	Washington Postlite LED Performance Package 50, 4000 series CCT, Auto-Sensing Voltage (120- 277V), Black, Type 6 Asymmetric Lunar Optics, Black, Spike Finial, Band and Ribs, NEMA Twistlock Photocontrol Receptacle, Extended Life Option with AS 120-277V only	\$ 1,659.00	\$ 124,425.00
31	10	BEN-2114	WSERETRO2 P50 40D AS BK 3 R H PCLL	Washington Postlite LED Retrofit, LED Performance Package 50, 4000 series CCT, Auto- Sensing Voltage (120-277V), Black, Asymmetric Type III, Band and Ribs (Trims 5, 6 or 9), NEMA Twistlock Photocontrol Receptacle, Extended Life Option with AS 120-277V only	\$ 295.00	\$ 2,950.00
ARMS						
33	50	BEN-1036	WLLF 200 S CA BK	ARM LEVELING FITTER: WEST LIBERY DECORATIVE ARM FITTER, SPLIFT 2" NOMINAL PIPE, SWIVEL, CAST ALUMINUM, BLACK	\$ 157.00	\$ 7,850.00
34	10	BEN-1227	CSC30CABKH	Cincinnati Series Crossarm (CSC) : CSC30 (Two at 180), CA, Black	\$ 585.00	\$ 5,850.00

11/27/2019

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Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
35	10	BEN-1234	C30CABKH	Cleveland Series Crossarm (C): C30 (Two at 180), CA, Black	\$ 690.00	\$ 6,900.00
36	10	BEN-1038	WLC144/2CABKH	WLC144/2CABKH WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 144" Roadway Arm For 2 Units at 180, Cast Aluminum, Black, REQUIRES A 3"X9" TENON	\$ 1,451.00	\$ 14,510.00
37	20	BEN-2239	WLC48/1CABKH	ARM WLC SERIES, ROADWAY ARM 48" ONE WAY ARM, CAST ALUM, BLACK, REQUIRES A 3" X 9" TENON	\$ 802.00	\$ 16,040.00
38	20	BEN-1039	WLC72/1CABKH	WLC Series Aluminum Roadway Arm : WLC Series Roadway Arm, 72" Roadway One Way Arm, Cast Aluminum, Black REQUIRES A 3"X9" TENON	\$ 1,106.00	\$ 22,120.00
List of misc. LED fixtures in this section - 12 items						
39	10	BEN-2251	GVDRETRO2 P40 40K AS M BK 6 H	GranVille LED II Retrofit 2 (GVDRETRO2): GVDRETRO2, LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277V), Modern Style - Swing Open Design, Black, Asymmetric Lunar Optic Type III, NEMA Twistlock Photocontrol Receptacle, Tool less Door, made after 2007.	\$ 240.00	\$ 2,400.00
40	10	BEN-2252	ARUE2 P40 40K AS GL3 BK S PCLL P7	Utility Arlington LED (ARUE2): Utility Arlington LED 2 (ARUE2), LED Performance Package P40, 4000 series CCT, Auto-sensing voltage (120 through 277), ASY- Glass Refractor, Black, Spike, NEMA Twist Lock Dimming Photocontrol Receptacle - 7 PIN, DTL long life twistlock photocontrol for solid-state AS & AH	\$ 1,131.00	\$ 11,310.00
41	10	BEN-2253	GVD2 P40 40K AS M BK 6 S N BK H PCLL	GranVille II LED 2 (GVD2): GranVille II LED 2 (GVD2), LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Asymmetric Lunar Optic Type III, Syracuse Style Cover includes decorative bands, No Finial, Black, NEMA Twistlock Photocontrol Receptacle, Extended life option with AS (120-277V only)	\$ 918.00	\$ 9,180.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
42	10	BEN-2254	GVD2P4040KASMBK6LONNUHPCLL RFD307311	BASE CAT NUMBER GVD2P4040KASMBK6LONNUHPCLL SPECIAL LESS OPTIC. LO IN CAT NUMBER IS FOR LESS OPTIC. Granville II LED 2 (GVD2): Granville(R) II LED 2 (GVD2), LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Asymmetric Lunar Optic Type III, LESS OPTIC AS CUSTOMER WILL REUSE EXISTING OPTIC. NEMA Twistlock Photocontrol Receptacle, Extended life option with AS (120- 277V only)	\$ 345.00	\$ 3,450.00
43	10	BEN-2255	MGLEDM P5 40K MVOLT MG VH GRSD PCLL PR7	Mongoose® LED Medium (MGLED): Mongoose® LED Medium, 28,900 lumens, 4,000K CCT, Auto-sensing voltage (120 thru 277), Medium roadway with refractor, Vertical tenon/horizontal arm, Vitracoat SDCR gray, 7 pin NEMA photocontrol receptacle, DLL photocontrol	\$ 618.00	\$ 6,180.00
44	10	BEN-2256	MGLEDM P5 40K MVOLT MR VH GRSD PCLL PR	Mongoose® LED Medium (MGLED): Mongoose® LED Medium, 28,900 lumens, 4,000K CCT, Auto-sensing voltage (120 thru 277), Medium roadway, Vertical tenon/horizontal arm, Vitracoat SDCR gray, 7 pin NEMA photocontrol receptacle, DLL photocontrol	\$ 608.00	\$ 6,080.00
45	10	BEN-2257	MGLEDM P1 40K MVOLT MG VH GRSD PCLL PR7	Mongoose® LED Medium (MGLED): Mongoose® LED Medium, 15,400 lumens, 4,000K CCT, Auto-sensing voltage (120 thru 277), Medium roadway with refractor, Vertical tenon/horizontal arm, Vitracoat SDCR gray, 7 pin NEMA photocontrol receptacle, DLL photocontrol	\$ 519.00	\$ 5,190.00
46	10	BEN-2258	MGLEDM P1 40K MVOLT MR VH GRSD PCLL PR7	Mongoose® LED Medium (MGLED): Mongoose® LED Medium, 15,400 lumens, 4,000K CCT, Auto-sensing voltage (120 thru 277), Medium roadway, Vertical tenon/horizontal arm, Vitracoat SDCR gray, 7 pin NEMA photocontrol receptacle, DLL photocontrol	\$ 509.00	\$ 5,090.00

Note: all parts shall have BEUD inventory number and Holophane part number per the customer's request.

ITEM #	QTY	BEUD Inventory Number	Holophane Part Number	Item Description	Unit \$	Ext \$
47	10	BEN-2259	MGLEDMILTS GRSD	LIGHT TRESSPASS SHIELD GRAY	\$ 36.00	\$ 360.00
48	10	BEN-2260	MGLEDMHSS	HOUSE SIDE SHIELD	\$ 39.00	\$ 390.00
49	10	BEN-2261	GVD2 P40 40K AS M BK 6 R S GL H	GranVille II LED 2 (GVD2): GranVille® II LED 2 (GVD2), LED Performance Package 40, 4000 Series CCT, Auto-Sensing Voltage (120-277), Modern Style - Swing Open Design, Black, Asymmetric Lunar Optic Type III, Ribs & Bands, Painted Cast Aluminum Standard, Gold, NEMA Twistlock Photocontrol Receptacle	\$ 902.00	\$ 9,020.00
50	10	BEN-2262	ARUE2RETRO P40 40K AS BK GL3 P7 PSC S	Utility Arlington LED 2 Retrofit (ARUE2RETRO); Utility Arlington LED 2 Retrofit (ARUE2RETRO), LED Performance Package P40, 4000 series CCT, Auto-sensing voltage (120 through 277), Black, ASY- Glass Refractor, NEMA Twist Lock Dimming Photocontrol Receptacle - 7 PIN. Externally mounted, Shorting cap. Spike	\$ 627.00	\$ 6,270.00
					\$	\$ 996,445.00

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF ORNAMENTAL LIGHTING FIXTURES FOR THE CITY OF BENTONVILLE AND WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING.

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

Section 1: That the Mayor and City Clerk be and are hereby authorized to enter into an agreement for the purchase of Holophane ornamental lighting fixtures from Holophane Ornamental Lighting as per the Proposal attached hereto as Exhibit A.

Section 2: Because these fixtures are required by City specifications and are single source items in the State of Arkansas, it would be neither practical nor feasible to advertise for competitive bidding, and that requirement is herein waived.

PASSED and APPROVED this ____ day of _____, 2019.

APPROVED:

MAYOR

ATTEST:

CITY CLERK



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-66
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for a 6-month blanket bid for 1-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$401,772.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$401,772

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **1-ph. transformer bid award #19-66**

The City of Bentonville recommends awarding the bids for single-phase transformers in the total amount \$401,772.00. The low bidders for the various items are as follows:

Techline in the amount of \$401,772.00

This award is for 6-months, January – June 2020. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-67
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for a 6-month blanket bid for 3-phase transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$782,124.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$782,124

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **3-phase transformer bid award #19-67**

The City of Bentonville recommends awarding the bids for 3-phase transformers in the total amount \$782,124.00. The low bidders for the transformers are as follows:

Stuart Irby in the amount of \$94,212.00

Techline in the amount of \$687,912.00

This award is for six months, January – December 2020. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

3PH TRANSFORMER IFB-19-67

ITEM NO.	QTY	UOM	OUR PART NUMBER	DESCRIPTION	Stuart Irby	Tecline	AECI	Irby	Tecline
1	2	EA	2033	TRANS 45 PM 3PHASE 120/208Y	\$7,599.00	\$5,228.00			\$10,456.00
2	2	EA	2034	TRANS 45 PM 3PHASE 277/480Y	\$7,556.00	\$5,362.00			\$10,724.00
3	6	EA	2044	TRANS 75 PM 3PHASE 120/208Y	\$8,875.00	\$5,673.00			\$34,038.00
4	6	EA	2045	TRANS 75 PM 3PHASE 277/480Y	\$8,261.00	\$5,778.00			\$34,668.00
5	10	EA	2011	TRANS 150 PM 3PHASE 120/208Y	\$9,199.00	\$7,091.00			\$70,910.00
6	2	EA	2012	TRANS 150 PM 3PHASE 277/480Y	\$9,195.00	\$7,364.00			\$14,728.00
7	7	EA	2019	TRANS 225 PM 3PHASE 120/208Y	\$10,599.00	\$8,395.00			\$58,765.00
8	2	EA	2020	TRANS 225 PM 3PHASE 277/480Y	\$9,899.00	\$8,526.00			\$17,052.00
9	5	EA	2030	TRANS 300 PM 3PHASE 120/208Y	\$11,078.00	\$9,715.00			\$48,575.00
10	3	EA	2031	TRANS 300 PM 3PHASE 277/480Y	\$11,605.00	\$9,422.00			\$28,266.00
11	6	EA	2038	TRANS 500 PM 3PHASE 120/208Y	\$15,702.00	\$12,980.00		\$94,212.00	
12	5	EA	2039	TRANS 500 PM 3PHASE 277/480Y	\$13,930.00	\$13,278.00			\$66,390.00
13	2	EA	2046	TRANS 750 PM 3PHASE 120/208Y	\$25,345.00	\$19,157.00			\$38,314.00
14	3	EA	2047	TRANS 750 PM 3PHASE 277/480Y	\$25,306.00	\$15,807.00			\$47,421.00
15	1	EA	2006	TRANS 1000 PM 3PHASE 120/208Y	\$28,194.00	\$24,764.00			\$24,764.00
16	3	EA	2007	TRANS 1000 PM 3PHASE 277/480Y	\$28,511.00	\$19,077.00			\$57,231.00
17	2	EA	2013	TRANS 1500 PM 3PHASE 277/480Y DEADFRONT	\$29,167.00	\$25,661.00			\$51,322.00
18	1	EA	2018	TRANS 2000 PM 3PHASE 277/480 DEADFRONT		\$32,551.00			\$32,551.00
19	1	EA	2029	TRANS 2500 PM 3PHASE 277/480Y DEADFRONT		\$41,737.00			\$41,737.00
									\$94,212.00 \$687,912.00

Bid Tabulation
Formal Bid # 19-67
Three Phase Transformers

Item	Transformer Description	Irby		Techline		AECI	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	45 KVA PAD MOUNT 3PH 120/208Y	\$ 7,559.00	\$ 9,745.00	\$ 5,228.00	\$ 7,150.00	\$ 5,985.00	
2	45 KVA PAD MOUNT 3PH 277/480Y	\$ 7,559.00	\$ 9,745.00	\$ 5,302.00	\$ 7,166.00	\$ 5,970.00	
3	75 KVA PAD MOUNT 3PH 120/208Y	\$ 8,875.00	\$ 12,069.00	\$ 5,673.00	\$ 8,577.00	\$ 6,160.00	
4	75 KVA PAD MOUNT 3PH 277/480Y	\$ 8,261.00	\$ 11,437.00	\$ 5,778.00	\$ 8,478.00	\$ 6,560.00	
5	150 KVA PAD MOUNT 3PH 120/208Y	\$ 9,199.00	\$ 14,681.00	\$ 7,091.00	\$ 12,093.00	\$ 7,540.00	
6	150 KVA PAD MOUNT 3PH 277/480Y	\$ 9,199.00	\$ 14,681.00	\$ 7,364.00	\$ 12,426.00	\$ 8,900.00	
7	225 KVA PAD MOUNT 3PH 120/208Y	\$ 10,599.00	\$ 17,895.00	\$ 8,395.00	\$ 15,229.00	\$ 8,750.00	
8	225 KVA PAD MOUNT 3PH 277/480Y	\$ 9,899.00	\$ 17,269.00	\$ 8,526.00	\$ 15,420.00	\$ 8,450.00	
9	300 KVA PAD MOUNT 3PH 120/208Y	\$ 11,078.00	\$ 20,750.00	\$ 9,715.00	\$ 18,469.00	\$ 9,100.00	
10	300 KVA PAD MOUNT 3PH 277/480Y	\$ 11,605.00	\$ 20,111.00	\$ 9,422.00	\$ 17,812.00	\$ 9,235.00	
11	500 KVA PAD MOUNT 3PH 120/208Y	\$ 15,702.00	\$ 23,940.00	\$ 12,980.00	\$ 25,730.00	\$ 11,790.00	
12	500 KVA PAD MOUNT 3PH 277/480Y	\$ 13,800.00	\$ 27,448.00	\$ 13,278.00	\$ 26,444.00	\$ 11,350.00	
13	750 KVA PAD MOUNT 3PH 120/208Y	\$ 25,345.00	\$ 43,651.00	\$ 19,157.00	\$ 37,303.00	\$ 16,500.00	
14	750 KVA PAD MOUNT 3PH 277/480Y	\$ 28,154.00	\$ 39,966.00	\$ 15,807.00	\$ 33,103.00	\$ 14,500.00	
15	1000 KVA PAD MOUNT 3PH 120/208Y	\$ 38,154.00	\$ 47,424.00	\$ 24,944.00	\$ 47,899.00	\$ 20,900.00	
16	1000 KVA PAD MOUNT 3PH 277/480Y	\$ 28,511.00	\$ 45,765.00	\$ 19,077.00	\$ 36,687.00	\$ 15,300.00	
17	1500 KVA PAD MOUNT 3PH 120/208Y	\$ 29,167.00	\$ 60,397.00	\$ 25,661.00	\$ 56,987.00	\$ 28,800.00	
18	2000 KVA PAD MOUNT 3PH 277/480Y			\$ 32,561.00	\$ 72,135.00	\$ 28,800.00	
19	2500 KVA PAD MOUNT 3PH 277/480Y			\$ 41,737.00	\$ 86,733.00	\$ 32,000.00	

Notes:

If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec will be returned at cost of supplier.
Bid from AECI not evaluated due to failure to list deviations from spec on bid form. Several line items were discovered to fail to meet dimension requirements.
Recommended Low Bidder for Item 1-10, 12-19 to Techline quoting Howard
Recommended Low Bidder for Item 11 to Irby quoting Central Motoney

11/25/2019

X:\Engineering\Specs - Procurement\Padmount Transformer - Three Phase\Bid Eval\19-67 - 2020 Q1-Q2 Formal Bid Eval - 3PH XFMR



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-68
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for a 6-month blanket bid for pole mount transformers to the lowest bidder as shown on the attached bid tabulation in the amount of \$233,301.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$233,301

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 10, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Director

RE: Double Bushing Pole Mount transformer bid
award #19-68

The City of Bentonville recommends awarding the bids for double bushing transformers in the total amount \$233,301.00. The low bidders for the transformers are as follows:

Techline in the amount of \$109,674.00
Stuart Irby in the amount of \$60,567.00
Arkansas Electric in the amount of \$63,060.00

This award is for six months, January – December 2020. The transformers will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

Pole Mount Transformer
Bid #IFB-19-68

ITEM NO.	QTY	UNIT	OUR PART NUMBER	DESCRIPTION	Stuart Irby - Central Moloney	Techline - Power Partners	Wesco - Howard	Techline - Howard	AECI - Ermco	TL - Howard low total	AECI - low total	Irby - low total
1	40	EA	2002	10 KVA 120/240 POLE MOUNT TRANS	\$853.00	\$696.00	\$664.00	\$665.00	\$660.00	\$26,800.00		
2	30	EA	2008	15 KVA 120/240 POLE MOUNT TRANS	\$912.00	\$725.00	\$762.00	\$763.00	\$730.00	\$22,890.00		
3	3	EA	2009	15 KVA 277/480 POLE MOUNT TRANS	\$910.00	\$734.00	\$840.00	\$833.00	\$770.00		\$2,310.00	
4	50	EA	2021	25 KVA 120/240 POLE MOUNT TRANS	\$1,081.00	\$809.00	\$958.00	\$959.00	\$912.00	\$40,450.00		
5	3	EA	2022	25 KVA 240/480 POLE MOUNT TRANS	\$1,063.00	\$908.00	\$1,039.00	\$1,029.00	\$912.00	\$2,724.00		
6	6	EA	2023	25 KVA 277/480 POLE MOUNT TRANS	\$1,065.00	\$809.00	\$920.00	\$912.00	\$932.00	\$4,854.00		
7	3	EA	2032	37.5 KVA 120/240 POLE MOUNT TRANS	\$1,222.00	\$1,024.00	\$1,357.00	\$1,350.00	\$1,045.00	\$3,072.00		
8	50	EA	2035	50 KVA 120/240 POLE MOUNT TRANS	\$1,373.00	\$1,192.00	\$1,384.00	\$1,383.00	\$1,215.00		\$60,750.00	
9	3	EA	2036	50 KVA 277/480 POLE MOUNT TRANS	\$1,577.00	\$1,382.00	\$1,487.00	\$1,473.00	\$1,180.00			\$4,731.00
10	3	EA	2041	75 KVA 120/240 POLE MOUNT TRANS	\$2,266.00	\$1,531.00	\$2,037.00	\$2,017.00	\$1,882.00	\$4,593.00		
11	3	EA	2042	75 KVA 277/480 POLE MOUNT TRANS	\$2,162.00	\$1,497.00	\$1,887.00	\$1,869.00	\$1,807.00	\$4,491.00		
12	3	EA	2003	100 KVA 120/240 POLE MOUNT TRANS	\$2,647.00	\$2,430.00	\$2,960.00	\$2,931.00	\$2,160.00			\$7,941.00
13	3	EA	2004	100 KVA 277/480 POLE MOUNT TRANS	\$2,450.00	\$2,478.00	\$2,333.00	\$2,310.00	\$2,010.00			\$7,350.00
14	3	EA	2015	167 KVA 120/240 POLE MOUNT TRANS	\$4,133.00	\$3,466.00	\$4,129.00	\$4,085.00	\$3,350.00			\$12,399.00
15	3	EA	2025	250 KVA 120/240 POLE MOUNT TRANS	\$4,793.00	\$5,164.00	\$6,198.00	\$6,070.00	\$4,950.00			\$14,379.00
16	3	EA	2026	250 KVA 277/480 POLE MOUNT TRANS	\$4,589.00	\$5,039.00	\$4,730.00	\$4,633.00	\$4,770.00			\$13,767.00
										\$109,674.00	\$63,060.00	\$60,567.00

Bid Tabulation
Formal Bid # 19-68
Single Phase Pole Mount Transformers

Item	Transformer Description	Irbay		Power Partners		Wesco		Techline		AECI	
		Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price	Bid Price	Evaluated Price
1	10KVA 120/240V	\$ 853.00	\$ 1,405.00	\$ 686.00	\$ 1,252.00	\$ 664.00		\$ 685.00	\$ 1,175.00	\$ 960.00	\$ 1,220.00
2	15KVA 120/240V	\$ 912.00	\$ 1,630.00	\$ 725.00	\$ 1,487.00	\$ 762.00		\$ 763.00	\$ 1,455.00	\$ 960.00	\$ 1,220.00
3	15KVA 277/480V	\$ 910.00	\$ 1,606.00	\$ 734.00	\$ 1,496.00	\$ 840.00		\$ 853.00	\$ 1,555.00	\$ 960.00	\$ 1,220.00
4	25KVA 120/240V	\$ 1,081.00	\$ 2,093.00	\$ 809.00	\$ 1,927.00	\$ 858.00		\$ 859.00	\$ 1,987.00	\$ 912.00	\$ 2,064.00
5	25KVA 240/480V	\$ 1,083.00	\$ 2,119.00	\$ 809.00	\$ 1,911.00	\$ 1,039.00		\$ 1,029.00	\$ 2,065.00	\$ 912.00	\$ 2,064.00
6	25KVA 277/480V	\$ 1,065.00	\$ 2,109.00	\$ 1,024.00	\$ 2,510.00	\$ 1,357.00		\$ 1,350.00	\$ 2,816.00	\$ 932.00	\$ 1,964.00
7	37.5KVA 120/240V	\$ 1,222.00	\$ 2,646.00	\$ 1,192.00	\$ 3,080.00	\$ 1,487.00		\$ 1,363.00	\$ 3,113.00	\$ 1,215.00	\$ 3,071.00
8	50KVA 120/240V	\$ 1,373.00	\$ 3,153.00	\$ 1,362.00	\$ 3,046.00	\$ 1,487.00		\$ 1,473.00	\$ 3,201.00	\$ 1,160.00	\$ 3,058.00
9	50KVA 277/480V	\$ 2,208.00	\$ 4,180.00	\$ 1,531.00	\$ 3,046.00	\$ 1,887.00		\$ 2,017.00	\$ 4,511.00	\$ 1,882.00	\$ 4,320.00
10	75KVA 120/240V	\$ 2,102.00	\$ 4,006.00	\$ 1,497.00	\$ 4,003.00	\$ 2,360.00		\$ 2,931.00	\$ 5,947.00	\$ 1,807.00	\$ 4,201.00
11	75KVA 277/480V	\$ 2,450.00	\$ 5,169.00	\$ 2,439.00	\$ 5,560.00	\$ 2,333.00		\$ 2,310.00	\$ 5,997.00	\$ 2,160.00	\$ 5,290.00
12	100KVA 120/240V	\$ 4,450.00	\$ 8,659.00	\$ 5,445.00	\$ 8,400.00	\$ 4,178.00		\$ 4,085.00	\$ 8,585.00	\$ 2,010.00	\$ 5,146.00
13	100KVA 277/480V	\$ 4,133.00	\$ 7,971.00	\$ 5,462.00	\$ 8,102.00	\$ 4,178.00		\$ 6,070.00	\$ 12,172.00	\$ 3,950.00	\$ 8,140.00
14	167KVA 120/240V	\$ 4,793.00	\$ 10,891.00	\$ 5,164.00	\$ 11,032.00	\$ 4,730.00		\$ 4,633.00	\$ 10,915.00	\$ 4,950.00	\$ 11,208.00
15	250KVA 120/240V	\$ 4,589.00	\$ 10,161.00	\$ 5,039.00	\$ 11,395.00					\$ 4,770.00	\$ 11,220.00
16	250KVA 277/480V										

Notes:
If no exceptions were listed on bid form, BEUD assumes that units supplied will meet all specifications.
Any equipment received that does not meet spec will be returned at cost of supplier.
WESCO / Howard was not evaluated due to escalation clause on pricing
Recommended low bidder for item 1-2 to Techline quoting Howard
Recommended low bidder for item 3-8 to AECI quoting ERMCO
Recommended low bidder for item 4-7, 10-11 to Techline quoting Power Partners
Recommended low bidder for item 9, 12-18 to Irbay quoting Central Moloney



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-71
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for the 1-year blanket bid for water/sewer material to the lowest bidder as shown on the attached bid tabulation in the amount of \$499,846.48. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$499,846

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Water/Sewer Materials bid award #19-71**

The City of Bentonville recommends awarding the bids for water material in the total amount \$499,846.48. The low bidders for the various items are as follows:

Ferguson Waterworks in the amount of \$73,071.16
NW Arkansas Winwater in the amount of \$420,797.90
Core and Main in the amount of \$5,977.42

This award is for one year January – December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

YEAR S ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	Ferguson	Northwest Arkansas Winwater	Core and Main	FERGUSON LOW TOTAL	WINWATER LOW TOTAL	CORE AND MAIN
1	2	EA	4247	FIRY HYDRANT 5-1/4X3 6" MJ SHOE AVK/CLOW	\$1,628.42	\$1,473.98	\$1,652.00		\$2,947.96	
2	2	EA	4246	FIRY HYDRANT 5-1/4X3-1/2 6" MJ SHOE AVK/CLOW	\$1,668.06	\$1,494.85	\$1,691.00		\$2,989.70	
3	2	EA	4249	FIRE HYDRANT 5-1/4X4 6" MJ SHOE AVK/CLOW	\$1,707.85	\$1,530.85	\$1,731.00		\$3,061.70	
4	2	EA	4248	FIRE HYDRANT 5-1/4X4-1/2 6" MJ SHOE AVK/CLOW	\$1,747.44	\$1,582.45	\$1,770.00		\$3,164.90	
5	2	EA	4251	FIRE HYDRANT 5-1/4X5 6" MJ SHOE AVK/CLOW	\$1,787.11	\$1,600.15	\$1,809.00		\$3,200.30	
6	2	EA	4250	FIRE HYDRANT 5-1/4X5-1/2 6" MJ SHOE AVK/CLOW	\$1,826.74	\$1,654.55	\$1,848.00		\$3,309.10	
7	1	EA	4234	FIRE HYDRANT 5-1/4X6 6" MJ SHOW AVK/CLOW	\$1,866.32	\$1,672.45	\$1,887.00		\$1,672.45	
8	200	FT	4418	PIPE 6" C-900 CL200 DR-14	\$4.85	\$4.82	\$4.92		\$964.00	
9	8,000	FT	4421	PIPE 8" C-900 CL200 DR-14	\$8.34	\$8.32	\$8.45		\$66,560.00	
10	100	FT	4406	PIPE 12" C-900 CL200 DR-14	\$17.92	\$17.90	\$18.17		\$1,790.00	
11	600	FT	4417	PIPE 4" SDR-26 12454B SEWER D3034	\$1.10	\$1.06	\$1.10		\$636.00	
12	600	FT	4420	PIPE 6" SDR-26 12454B SEWER D3034	\$2.30	\$2.28	\$2.34		\$1,368.00	
13	8000	FT	4423	PIPE 8" SDR-26 12454B SEWER D3034	\$4.20	\$4.12	\$4.20		\$32,960.00	
14	100	FT	4408	PIPE 12" SDR-26 12454B SEWER D3034	\$9.26	\$9.25	\$9.45		\$925.00	
15	4000	FT	4545	3/4" CTS TUBING SDR9 PART #X41250100B (100' PER REEL) ADS	\$0.30	\$0.20	\$0.20		\$800.00	\$800.00
16	8000	FT	4544	1" CTS TUBING SDR9 PART #475250100B (100' PER REEL) ADS	\$0.40	\$0.30	\$0.31		\$2,400.00	
17	#####	FT	4543	TRACER WIRE 10 THIN SOLID COPPER	\$0.13	\$0.15	\$0.20	\$2,600.00		
18	10	EA	4009	4" ACCESSORY KIT MJ BOLT/GASKET	\$13.85	\$17.82	\$14.45	\$138.47		
19	60	EA	4010	6" ACCESSORY MJ BOLT/GASKET ONLY	\$17.30	\$20.58	\$18.03	\$1,038.00		

20	150	EA	4011	8" ACCESSORY MJ BOLT/GASKET ONLY	\$18.00	\$23.32	\$18.80	\$2,700.00		
21	20	EA	4008	12" ACCESSORY MJ BOLT/GASKET ONLY	\$18.68	\$32.24	\$29.68	\$373.60		
22	10	EA	4016	6" ACCESSORY MJ 'WITH' GLAND	\$21.46	\$21.35	\$23.60		\$213.50	
23	10	EA	4017	8" ACCESSORY MJ 'WITH' GLAND	\$24.90	\$24.68	\$27.40		\$246.80	
24	5	EA	4314	4" DI GLAND RETAINER FORD#UFR1400D-4GLAND (SER 1400)	\$15.79		\$17.35	\$78.95		
25	5	EA	4316	6" DI GLAND RETAINER FORD#UFR1400D-D6 (SER 1400)	\$18.56		\$20.42	\$92.80		
26	5	EA	4317	8" DI GLAND RETAINER FORD#UFR1400-D8 (SER 1400)	\$28.34		\$31.20	\$141.70		
27	5	EA	4315	6" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$26.65	\$19.28	\$21.50		\$96.40	
28	5	EA	4313	4" DI GLAND RETAINER EBAA MEGALUG 1100 SERIES	\$22.65	\$16.38	\$18.50		\$81.90	
29	10	EA	4305	4" CIRCLE-LOCK C-900 FORD #UFR1500-C-4	\$20.66		\$22.73	\$206.60		
30	20	EA	4306	6" CIRCLE-LOCK C-900 FORD#UFR1500-C-6	\$23.47		\$25.82	\$469.40		
31	100	EA	4307	8" CIRCLE-LOCK C-900 FORD#UFR1500-C-8	\$34.74		\$38.21	\$3,474.00		
32	20	EA	4308	12" CIRCLE-LOCK C-900 FORD#UFR1500-C-12	\$69.04		\$75.94	\$1,380.80		
33	20	EA	4038	ANCHOR COUPLING 6" MJ X 13" FUSION BOND EPOXY COATED US	\$156.96	\$156.18	\$164.40		\$3,123.60	
34	20	EA	4035	ANCHOR COUPLING 8" MJ X 13" FUSION BOND EPOXY COATED US	\$224.43	\$223.31	\$235.05		\$4,466.20	
35	6	EA	4036	ANCHOR COUPLING 12" MJ X 13" FUSION BOND EPOXY COATED US	\$655.40	\$652.12	\$686.44		\$3,912.72	
36	15	EA	4077	BEND 8" 45 MJ DI FUSION BOND EPOXY COATED	\$156.28	\$155.50	\$163.68		\$2,332.50	
37	4	EA	4074	BEND 8" 11-1/4 MJ DI FUSION BOND EPOXY COATED	\$110.15	\$109.60	\$115.36		\$438.40	
38	4	EA	4205	ELL 6" MJ DI FUSION BOND EPOXY COATED	\$105.34	\$104.81	\$110.32		\$419.24	
39	4	EA	4207	ELL 8" MJ DI FUSION BOND EPOXY COATED	\$154.21	\$153.44	\$161.51		\$613.76	
40	4	EA	4538	TEE ANCHOR 6X6X6 MJ DI EPOXY COATED FUSION BOND	\$221.68	\$220.57	\$232.17		\$882.28	
41	8	EA	4540	TEE ANCHOR 8X8X8 MJ DI EPOXY COATED FUSION BOND	\$383.47	\$381.55	\$401.63		\$3,052.40	
42	12	EA	4539	TEE ANCHOR 8X8X6 MJ DI EPOXY COATED FUSION BOND	\$280.88	\$279.48	\$399.45		\$3,353.76	
43	3	EA	4536	TEE ANCHOR 12X12X6 MJ DI EPOXY COATED FUSION BOND	\$484.66	\$482.24	\$507.62		\$1,446.72	

44	3	EA	4537	TEE ANCHOR 12X12X8 MJ DI EPOXY COATED FUSION BOND	\$548.00	\$545.26	\$573.95		\$1,635.78	
45	4	EA	4535	TEE 8X8X6 EPOXY COATED FUSION BOND	\$241.65	\$240.44	\$253.09		\$961.76	
46	3	EA	4522	TEE 12X12X12 EPOXY COATED FUSION BOND	\$612.03	\$608.97	\$641.00		\$1,826.91	
47	4	EA	4117	CAP 6" MJ DI EPOXY COATED FUSION BOND	\$54.39	\$54.12	\$56.96		\$216.48	
48	6	EA	4120	CAP 8" MJ DI EPOXY COATED FUSION BOND	\$83.31	\$82.89	\$87.25		\$497.34	
49	3	EA	4109	CAP 12" MJ DI EPOXY COATED FUSION BOND	\$159.03	\$158.24	\$166.56		\$474.72	
50	4	EA	4457	REDUCER 8X6 MJ DI EPOXY COATED FUSION BOND	\$126.67	\$126.04	\$132.67		\$504.16	
51	4	EA	4497	SOLID SLEEVE 6X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$118.41	\$117.82	\$96.70		\$386.80	
52	12	EA	4498	SOLID SLEEVE 8X12 MJ EPOXY COATED FUSION BOND WITH ACCESSORIES	\$156.28	\$155.49	\$126.31		\$1,515.72	
53	250	EA	4390	18" BROOKS METER TILE #22HFX1802KS	\$23.78	\$24.90	\$24.95	\$5,945.00		
54	100	EA	4364	1-HOLE METER TILE LID FOR 18" BROOKS METER TILE	\$19.53	\$19.58	\$21.60	\$1,953.00		
55	100	EA	4365	2-HOLD METER TILE LID FOR 18" BROOKS METER TILE	\$24.22	\$24.28	\$27.00	\$2,422.00		
56	60	EA	4391	30 X 36 LARGE METER TILE MID-STATES #MSP30X36	\$188.05	\$135.00	\$205.00		\$8,100.00	
57	60	EA	4392	30" METER TILE RING/LID 'TEXAS SPECIAL' E.J.I.W.	\$119.11	\$138.00	\$150.00	\$7,146.60		
58	20	EA	4389	24" VALVE COVER EXTENSION TYLER #60 6850 SERIES	\$51.71	\$48.99	\$59.25		\$979.80	
59	30	EA	4558	18" VALVE COVER EXTENSION TYLER #59 6850 SERIES	\$51.09	\$48.38	\$55.60		\$1,451.40	
60	100	EA	4555	5-1/4 VALVE BOX COVER LID	\$11.83	\$11.80	\$17.00		\$1,180.00	
61	100	EA	4561	VALVE COVER TOP SHORT 10-T	\$27.92	\$28.55	\$31.00	\$2,792.00		
62	100	EA	4560	VALVE COVER BOTTOM SHORT 15-B	\$32.38	\$35.35	\$36.00	\$3,238.00		
63	100	EA	4563	VALVE COVER TOP TALL 16-T	\$39.09	\$44.65	\$41.00	\$3,909.00		
64	100	EA	4562	VALVE COVER BOTTOM TALL 24-B	\$46.90	\$48.38	\$50.00	\$4,690.00		
65	100	EA	4557	VALVE BOX RISER 5-1/4 X 2-1/4 TYLER #145547	\$13.65		\$28.00	\$1,365.00		
66	100	EA	4556	VALVE BOX PAD FORMED CEMENT	\$13.00	\$18.00	\$12.40		\$1,240.00	

67	15	EA	4566	6" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$486.24	\$448.95			\$6,734.25	
68	20	EA	4567	8" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$773.67	\$714.45			\$14,289.00	
69	3	EA	4564	12" GATE VALVE MJ MOD#2500 AMER. FLOW CONTROL SEAT EPOXY	\$1,526.09	\$1,415.65			\$4,246.95	
70	3	EA	4571	6" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$677.83	\$630.55			\$1,891.65	
71	6	EA	4572	8" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$1,000.48	\$938.55			\$5,631.30	
72	3	EA	4569	12" TAP VALVE MOD#2500 AMER. FLOW TRUE TAP	\$2,293.27	\$2,155.35			\$6,466.05	
73	2	EA	4129	COMP. COUPLING 4"X 7" CI 6.90-7.22 S/B# 441-00000510-900	\$66.68		\$69.84	\$133.36		
74	3	EA	4144	COMP. COUPLING 8" X 12" CI 9.05-9.45 S/B# 442-09850945-400	\$242.40		\$253.88	\$727.20		
75	40	EA	4128	COMP. COUPLING 2"X6" S/B# 525-23800-003	\$25.62		\$26.90	\$1,024.80		
76	24	EA	4475	SADDLE 6X1 CC D.S. FORD #F202-760X-CC4	\$25.82		\$27.04	\$619.68		
77	24	EA	4476	SADDLE 6X1 SS FORD #FC202-690-CC4	\$54.49		\$57.07	\$1,307.76		
78	24	EA	4478	SADDLE 6X2 SS FORD #FC202-690-IP7	\$58.80		\$61.58	\$1,411.20		
79	24	EA	4482	SADDLE 6X1 CC D.S. FORD #F202-979X-CC4	\$28.26		\$29.60	\$678.24		
80	80	EA	4483	SADDLE 6X1 SS FORD #FC202-905-CC4	\$62.46		\$65.42	\$4,996.80		
81	30	EA	4485	SADDLE 6X2 SS FORD #FC202-905-IP7	\$67.18		\$70.36	\$2,015.40		
82	20	EA	4461	SADDLE 12X1 CC D.S. FORD #F202-14.38X-CC4	\$43.70		\$45.76	\$874.00		
83	20	EA	4460	SADDLE 12X1 SS FORD #FC202-1320-CC4	\$78.47		\$82.18	\$1,569.40		
84	3	EA	4462	SADDLE 12X2 SS FORD #FC202-1320-IP7	\$88.32		\$92.50	\$264.96		
85	3	EA	4463	SADDLE 12X2 D.S. FORD #F202-1438-IP7	\$55.38		\$58.00	\$166.14		
86	3	EA	4350	LEAK CLAMP 4X7-1/2 S/B #227-09048007-000 4.74-5.57	\$84.81		\$88.85	\$254.43		
87	6	EA	4356	LEAK CLAMP 6X7-1/2 S/B #227-00069007-000 6.84-7.64	\$98.40		\$103.10	\$590.40		
88	3	EA	4353	LEAK CLAMP 6X12-1/2 S/B #227-00069012-000 6.84 -7.64	\$147.61		\$154.62	\$442.83		
89	2	EA	4349	LEAK CLAMP 4" BELL JOINT FBC-500 OR S/B 4.80-5.00	\$135.12		\$124.60		\$249.20	

90	2	EA	4351	LEAK CLAMP 6" BELL JOINT S/B #274-00000690-000 6.90-7.10	\$130.99		\$137.20	\$261.98		
91	2	EA	4361	LEAK CLAMP 8" BELL JOINT S/B #274-0905-000	\$180.99		\$189.56	\$361.98		
92	9	EA	4342	LEAK CLAMP 2X3 SSIFC-GASKET S/B #244-023803-000	\$24.48		\$25.64	\$220.32		
93	24	EA	4343	LEAK CLAMP 2X6 SSIFC-GASKET S/B #244-023806-000	\$45.47		\$47.65	\$1,091.28		
94	4	EA	4141	COMP. COUPLING 6" S/B#442-07650722-400 PLASTIC TO AC 7 65-7 22	\$175.00		\$183.29	\$700.00		
95	4	EA	4145	COMP. COUPLING TRANS 8" S/B#441-09850945-900 PLASTIC TO AC 9 05-945, 9 46-9 85 SHORT	\$108.10		\$113.22	\$432.40		
96	4	EA	4146	S/B#4411401350900 PLASTIC TO AC 13.20-13.50 14.21-14.40	\$180.71		\$190.00	\$722.84		
97	100	EA	4426	PIPE LUBRICANT 1-GALLON 'EASY ON'	\$9.75	\$9.75	\$9.75	\$975.00	\$975.00	
98	20	EA	4573	WATER PLUG/PREDCO/FOSROC CEMENT 50LB. PAIL	\$29.00	\$22.50	\$23.00		\$450.00	
99	700	EA	4388	METER SET 5/8X3/4X7 WITHOUT CHECK B-2404F WITH H-1422N AND H-1422N or AY MC 720-207-WXLL 33 W/720-D3ASY & 720-03ASY	\$97.31	\$90.75	\$128.35		\$63,525.00	
100	20	EA	4386	METER SET 1 X 10 B-2404F WITH H-1422N AND H-1422N	\$122.35	\$177.45	\$211.96	\$2,447.00		
101	50	EA	4387	METER SET 2" VV7712B-1177NL WITH BYPASS or AY MC 720-B712WWFF 775	\$765.95	\$722.78	\$761.13		\$36,139.00	
102	50	EA	4031	ADAPTER MALE LF 1" MUELLER H-15428N or AY MC 74753Q 1	\$14.61	\$13.85	\$15.30		\$692.50	
103	10	EA	4034	ADAPTER MALE LF 3/4" MUELLER H-15428N or AY MC 74753Q 3/4	\$12.37	\$11.95	\$12.95		\$119.50	
104	50	EA	4033	ADAPTER MALE LF 3/4" X 110 COMP X 1" MIP MUELLER H-15428N or AY MC 74753Q 3/4X1	\$13.47	\$13.05	\$14.14		\$652.50	
105	100	EA	4030	ADAPTER MALE LF 1" X 3/4" MUELLER H-15428N or AY MC 74753Q 1X3/4	\$12.79	\$12.95	\$13.45	\$1,279.00		
106	50	EA	4032	ADAPTER MALE LF 2" 110 COMP X 2" MIP MUELLER H-15428N or AY MC 74753Q 2	\$58.89	\$55.05	\$61.69		\$2,752.50	
107	200	EA	4169	COUPLING LF 3/4" 110 COMP MUELLER H-15403N or AY MC 74758Q 3/4	\$15.10	\$14.55	\$15.84		\$2,910.00	
108	200	EA	4168	COUPLING LF 1" 110 COMP MUELLER H-15403N or AY MC 74758Q 1	\$16.47	\$16.20	\$17.25		\$3,240.00	
109	30	EA	4165	COUPLING GALV/PVC 3/4" FORD #C-45-33NL or AY MC 74758Q 55 3/4	\$16.51	\$16.55	\$17.30	\$495.30		
110	20	EA	4166	COUPLING GALV/PVC 1" FORD #C-45-44NL or AY MC 74758Q 55 1	\$22.15	\$21.85	\$23.20		\$437.00	
111	20	EA	4167	COUPLING GALV/PVC 3/4" X 1" FORD #C-45-43NL or AY MC 74758Q 55 3/4X1	\$18.56	\$18.45	\$19.50		\$369.00	

112	20	EA	4172	COUPLING ST. 3/4" X 1" FORD #C-44-34NL or AY MC 74758-22 1X3/4	\$17.14	\$16.35	\$18.20		\$327.00
113	50	EA	4158	COUPLING 2" BRASS FORD C-44-77NL or AY MC 74758Q 2	\$77.07	\$72.68	\$76.70		\$3,634.00
114	30	EA	4383	METER CPLG. LF 5/8" 110 COMP - 5/8X3/4X3/4 MUELLER H-14227N or AY MC 720-Q3ASY	\$12.37	\$13.55	\$12.95	\$371.10	
115	100	EA	4210	ELL LF 110 COMP. 1" MUELLER H-15526N or AY MC 74761Q 1	\$23.81	\$23.55	\$24.99		\$2,355.00
116	50	EA	4212	ELL LF 110 COMP. 3/4" MUELLER H-15526N or AY MC 74761Q 3/4	\$18.55	\$18.35	\$19.45		\$917.50
117	50	EA	4153	CORP COCK LF 3/4" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 3/4	\$39.06	\$37.55	\$40.98		\$1,877.50
118	400	EA	4152	CORP COCK LF 1" 300 PSI CCX110 COMP MUELLER H-B-25008N or AY MC 74701BQ 1	\$51.39	\$47.98	\$54.00		\$19,192.00
119	200	EA	4549	U-BRANCH LF 1X3/4X7-1/2 MUELLER H-15363N or AY MC 7084QM	\$35.75	\$34.85	\$37.48		\$6,970.00
120	2	EA	4553	VALVE BALL 1" FORD #B11-444NL or AY MC 76101 1	\$65.34	\$61.85	\$68.50		\$123.70
121	100	EA	4554	VALVE BALL 2" FORD #B-11-777WNL or AY MC 76101 2	\$197.41	\$180.45	\$196.44		\$18,045.00
122	50	EA	4063	BEND 4" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$15.23	\$9.08	\$15.60		\$454.00
123	30	EA	4067	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	11.48	\$9.28	11.75		\$278.40
124	60	EA	4068	BEND 4" 45 SDR-26 GXG HEAVY WALL SEWER	\$10.59	\$8.95	\$15.76		\$537.00
125	2	EA	4075	BEND 8" 22-1/2 SDR-26 GXG HEAVY WALL SEWER	\$50.98	\$52.45	\$55.20	\$101.96	
126	6	EA	4078	BEND 8" 45 SDR-26 GXG HEAVY WALL SEWER	\$52.29	\$52.05	\$54.75		\$312.30
127	4	EA	4585	WYE 8X8X8 GXG SDR-26 HEAVY WALL SEWER	\$94.87	\$95.35	\$100.50	\$379.48	
128	50	EA	4583	WYE 8X8X4 GXG SDR-26 HEAVY WALL SEWER	\$47.67	\$43.35	\$48.41		\$2,167.50
129	3	EA	4584	WYE 8X8X6 GXG SDR-26 HEAVY WALL SEWER	\$54.83	\$54.34	\$57.30		\$163.02
130	100	EA	4490	SEWER TAP SADDLE TEE 4" ROMAC INDS. #218 4804U	\$75.45	\$69.85	\$75.00		\$6,985.00
131	100	EA	4182	CPLG. 4" CI/PL X 4" CI/PL MISSION #MR56 44 ARC		\$21.85			\$2,185.00
132	30	EA	4183	CPLG. 4" CL X 4" CI/PL MISSION #MR02 44 ARC		\$32.05			\$961.50
133	50	EA	4185	CPLG. 6" CI/PL X 6" CI/PL MISSION #MR56 66 ARC		\$41.65			\$2,082.50
134	100	EA	4186	CPLG. 6" CL X 6" CI/PL MISSION #MR02 66 ARC		\$54.45			\$5,445.00

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-72
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for the 1-year blanket bid for electric material to the lowest bidder as shown on the attached bid tabulation in the amount of \$1,705,970.49. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$1,705,970

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 10, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Director

RE: Electric Materials bid award #19-72

The City of Bentonville recommends awarding the bids for electric material in the total amount \$1,705,970.49. The low bidders for the various items are as follows:

Arkansas Electric in the amount of \$168,505.00
Stuart Irby in the amount of \$862,499.33
Anixter Electrical Supply in the amount of \$144,467.00
Border States in the amount of \$525.58
Techline in the amount of \$307,896.75
Wesco in the amount of \$222,076.83

This award is for 1 year, January-December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM	QNTY	UNIT	PART NO.	DESCRIPTION	TECHLINE	STUART IRBY	AECI	ANIXTER	WESCO	BORDER STATES	TECHLINE LOW TOTAL	IRBY LOW TOTAL	AECI LOW TOTAL	ANIXTER LOW TOTAL	WESCO LOW TOTAL	BORDER STATES LOW TOTAL
1	100	EA	1023	ARM 3-5/8" X 4-5/8" X 8' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$40.75	\$43.82	\$43.85				\$4,075.00					
2	100	EA	1022	ARM 3-5/8" X 4-5/8" X 10' -WOOD- TYPE 3 REA SPEC HUGHES BROS. BROOKS	\$51.00	\$54.19	\$54.37				\$5,100.00					
3	100	EA	1028	ARM DEAD END FIBERGLASS 4 X 6 8' MACLEAN # PV08SD004-2E OR PUP1 #DA46000096E2B7X2	\$297.14		\$274.00		\$311.83	\$302.50			\$27,400.00			
4	100	EA	1027	ARM DEAD END FIBERGLASS 4 X 6 X 10' PUPT #DA4000-120-E-4-B9X-2			\$342.00			\$348.82			\$34,200.00			
5	100	EA	1029	ARM FIBERGLASS 8' PUP1-FEATHERLITE #DA3000-96E3-B72			\$247.00			\$271.56			\$24,700.00			
6	125	EA	1035	ARM GALV 6' #AMI-104 6'X1-1/4" CANTILEVER BRACKET	\$30.49	\$28.26	\$28.50		\$41.71	\$35.90		\$3,532.50				
7	30	EA	1464	ENCLOSURE 1-PH 15KV 14GA STEEL DURHAM #AMSPR12124-D W/GRND NUTS	\$308.00	\$322.00	\$308.00			\$398.96	\$9,240.00		\$9,240.00			
8	40	EA	1465	ENCLOSURE 3-PH 15KV 14GA STEEL DURHAM #AMSPR32127-D	\$555.00	\$574.00	\$574.00			\$734.13	\$22,200.00					
9	50	EA	1473	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC39-75-36-3PH	\$614.98	\$604.00	\$672.00		\$611.77			\$30,200.00				
10	50	EA	1470	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 200 AMP 3PH LID FC-37-73-2-3PH-1	\$485.88	\$476.00	\$531.00		\$483.42			\$23,800.00				

11	30	EA	1471	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD 600 AMP 3PH LID FC-37-73-2-3PH-2	\$485.98	\$480.85	\$531.00	\$483.42	\$14,415.50
12	30	EA	1472	ENCLOSURE BURIAL CONCAST FIBERCRETE BOX PAD 1-PH FC-23-37-32- 1PH	\$489.20	\$478.95	\$535.00	\$486.63	\$14,368.50
13	30	EA	1474	ENCLOSURE BURIAL CONCAST FIBERCRETE MOUNTING PAD LID 1PH FC- 22-36-2-1PH-1	\$413.20	\$404.74	\$465.00	\$411.23	\$12,162.20
14	300	EA	1466	ENCLOSURE BENTONVILLE GRAPHICS, DARK GREEN ELECTRICAL PEDESTAL, 2" PENTA CUP ASSEMBLY, 2 DOORS 1)BACK/LOW/RT 1)BACK/LOW/LEFT, 3-6350 CONNECTORS & PLASTIC COVERS, W/GROUNDWIRE #APL- 10X14WB1-D06	\$187.85	\$182.00		\$182.42	\$54,600.00
15	200	PR	2208	WOOD BRACES ARM 60" J4760R OR EQUAL TO (SOLD IN PAIRS)	\$13.96	\$13.25	\$16.48	\$16.34	\$2,650.00
16	200	EA	1011	ANCHOR, PISA ROD 3/4"X7' WITH TWIN EYE NUT CHANGE #E102-0044	\$21.64	\$27.01	\$25.00	\$25.60	\$4,328.00
17	100	EA	1016	ANCHOR ROD 1" X 9' TWIN-EYE CHANGE #5369	\$51.73	\$54.26	\$58.60	\$54.52	\$5,473.00
18	300	EA	2074	TRANSFORMER PAD WAGNER #F4242- 32CL1328T	\$112.00	\$105.00	\$106.00	\$106.00	\$31,500.00
19	50	EA	2075	TRANSFORMER PAD DIVERSITECH #F4848-4CSL-1228T	\$129.75	\$122.87	\$125.00	\$123.00	\$6,143.50
20	50	EA	1602	HEAD ONLY RENT LIGHT 100 WATT LED #WL1 B PRM NS MP TL	\$95.96	\$99.47	\$107.00	\$96.59	\$4,473.50
21	30	EA	1508	FIXTURE 100W HP'S AMERICAN CONTEMPO A.E. #245-10S-RN-120-R5-AY OR 6.E. #P17M10S1N24M59GR	\$288.44	\$268.89	\$305.00	\$290.10	\$8,066.70

22	125	EA	1509	FIXTURE 250W HPS COBRA HEAD FLAT LENS A.E. #115-25S-CA-MTI-R2-F6 OR G.E. EQUAL	\$131.72	\$122.78	\$140.00	\$132.56		
23	50	EA	1512	FIXTURE 400W HPS COBRA HEAD A.E. #125-40S-CA-MTI-R3-F6 OR G.E. EQUAL	\$183.80	\$171.36	\$195.00	\$185.00		\$247.50
24	480	EA	1119	BULB 100LM/W MOGUL HOWARD LEDMR-4050-MV	\$61.20	\$57.06	\$70.00		\$60.00	
25	480	EA	2240	BULB 250WATT HOWARD LEDMRH-4080-MV	\$101.30	\$100.64	\$112.00		\$95.40	
26	480	EA	2241	BULB 250 WATT HOWARD LEDMR2-4054-MV	\$55.40	\$56.03	\$60.00		\$54.30	
27	480	EA	2217	BULB 250 WATT BULB HOWARD LEDMAR-4080-MV	\$111.45	\$130.43	\$123.00		\$109.40	
28	48	EA	1133	BULB 400W HPS G.E. #LU400 OR PHILLIPS #C400SSI/AHO		\$16.55			\$6.11	\$7.10
29	12	EA	1134	BULB 400W MH G.E. #MVR400/U OR SYLVANIA #MH400BU/4 ALTO BRAND		\$8.72			\$11.18	\$14.85
30	12	EA	1121	BULB 1000W MH G.E. #MVR1000/U OR PHILLIPS #MH1000/U ALTO BRAND		\$16.70			\$28.81	\$31.58
31	6	EA	1120	BULB 1000W HPS G.E. #LUCALOX LU1000		\$21.82			\$22.47	\$36.70
32	12	EA	1123	BULB 1500W MH MH1500BU/M48						\$33.64
33	###	EA	1704	PHOTO CELL SUNTECH P124 105-305 BLUE IN COLOR	\$6.00	\$5.82		\$5.62	\$5.25	\$6.59

\$15,347.50

\$8,566.00

\$27,386.80

\$47,712.00

\$26,064.00

\$52,512.00

\$293.28

\$104.64

\$200.40

\$130.82

\$403.68

\$10,500.00

34	100	EA	1372	CONDUIT STANDOFF STRAP 2" HUBBELL #C5TK-2	\$4.02	\$3.38	\$2.35	\$3.58	\$4.68	\$5.59	<u>\$235.00</u>
35	300	EA	1373	CONDUIT STANDOFF STRAP 3" HUBBELL #C5TK-3	\$5.00	\$3.60	\$2.70	\$3.81	\$5.30	\$6.02	<u>\$810.00</u>
36	300	EA	1374	CONDUIT STANDOFF STRAP 4" HUBBELL #C5TK-4	\$4.81	\$4.15	\$4.85	\$4.33	\$5.32	\$6.31	<u>\$1,245.00</u>
37	100	EA	1375	CONDUIT STANDOFF STRAP 5" HUBBELL #C5TK-5	\$5.08	\$5.15	\$7.15	\$5.39	\$6.75	\$7.64	<u>\$508.00</u>
38	100	EA	1376	CONDUIT STANDOFF STRAP 6" HUBBELL #C5TK-6	\$5.28	\$6.76	\$6.25	\$6.02	\$7.01	\$7.95	<u>\$528.00</u>
39	50	EA	1368	CONDUIT STANDOFF BAR ONLY 12" SP6025-12PNC	\$6.50	\$6.36					<u>\$318.00</u>
40	60	EA	1369	CONDUIT STANDOFF BAR ONLY 24" SP6025-24PNC	\$11.10	\$10.98					<u>\$658.80</u>
41	400	EA	1370	CONDUIT STANDOFF BRKT. 12" - 9" DEPTH ALUMAFORM #9-CSO-12-4WT	\$24.25	\$28.40			\$28.43	\$40.35	<u>\$9,700.00</u>
42	15	EA	1371	CONDUIT STANDOFF BRKT. 12" - 6" DEPTH HUBBELL #C6-CSO-12	\$21.65	\$25.43	\$35.25	\$22.90	\$30.48	\$36.20	<u>\$324.75</u>
43	300	EA	1232	CLAMP W-62-1 BLACKBURN	\$1.34	\$1.45	\$1.35	\$27.91	\$1.38		<u>\$402.00</u>
44	100	EA	1231	CLAMP W-201 BLACKBURN	\$2.06	\$2.32	\$2.15		\$2.21		<u>\$206.00</u>
45	300	EA	1632	INSULATOR STRAIN 3' GCC15-36-R	\$14.85	\$15.80	\$19.15	\$15.20	\$17.78	\$20.46	<u>\$4,455.00</u>

46	300	EA	1633	INSULATOR STRAIN 10' 6CC15-120-R	\$21.75	\$24.85	\$33.65	\$28.75	\$28.72	\$35.94	\$6,525.00
47	25	EA	1630	INSULATOR SCREW KNOB J089 OR HUBBELL C207-0138	\$2.83	\$4.26	\$4.63		\$3.14	\$4.76	\$73.25
48	700	EA	1625	INSULATOR MEDIUM SPOOL V2012/GAMMA #PT8065G OR EQUAL TO	\$0.60	\$1.53	\$0.80	\$0.56		\$0.90	\$392.00
49	500	EA	1626	INSULATOR PIN C-NECK 6814R-70 OR GAMMA #PT8176GR OR EQUAL TO	\$2.60		\$3.25	\$2.95		\$4.24	\$1,300.00
50	1,000	EA	1627	INSULATOR PIN F-NECK 6183R-70 OR GAMMA #PT8196GR OR EQUAL TO	\$2.94	\$7.18	\$3.98	\$3.60		\$5.13	\$2,940.00
51	800	EA	1634	INSULATOR SUSPEN. DEADEND OHIO BRASS #401015-0215	\$10.00		\$12.05		\$10.24	\$12.39	\$8,000.00
52	5	EA	1628	INSULATOR PIN MOLDED 35KV HENDRIX HPI-3501			\$25.75			\$24.38	\$121.90
53	25	EA	1435	DEAD END SHOE COPPER JOSLYN #B12111	\$14.90	\$14.83	\$15.96		\$14.59	\$22.44	\$364.75
54	20	EA	1616	HOT LINE CLAMP 477 ACSR COP-ALUM. C# S1545AGP	\$31.52	\$33.67	\$34.83		\$32.71	\$38.77	\$630.40
55	1,000	EA	1617	HOT LINE CLAMP COP-ALUM. MACLEAN C1530A	\$9.35	\$5.82	\$11.33	\$12.16	\$10.49		\$5,820.00
56	1,000	EA	1437	DEAD END SHOE 3/0-477 ACSR SPRING LOADED SIDE OPENING MACLEAN #HDSO-88 OR HUBBEL #ADEZ88N	\$12.22	\$12.05	\$16.57		\$11.79	\$14.98	\$11,790.00
57	1,000	EA	1434	DEAD END SHOE 6-2/0 SPRING LOADED MACLEAN #ASOD398-IN	\$6.79	\$62.02	\$7.60		\$6.25	\$8.71	\$6,250.00

58	300	EA	1710	PIN POLE TOP 18" NYLON ALLOY THREADS J1368Z	\$6.81	\$7.01	\$7.50			\$6.14	\$9.66	\$1,842.00
59	500	EA	1711	PIN SADDLE CHANGE 14322 OR MACLEAN J3322Z	\$16.95	\$15.30	\$18.60	\$14.78		\$15.98	\$21.28	\$7,600.00
60	10	EA	1712	PIN STAND OFF 18" 2-BRACKET GMDA118AT	\$33.70	\$34.06	\$37.70			\$29.03	\$40.65	\$290.30
61	10	EA	1713	PIN STAND OFF 18" MACLEAN #G1HDA318DV1	\$45.04	\$45.28	\$52.00			\$46.75	\$61.44	\$450.40
62	1,000	EA	1709	STEEL PIN WITH NYLON ALLOY THREADS J203Z	\$3.82	\$3.79	\$4.50			\$3.73	\$6.88	\$3,730.00
63	100	EA	1714	STEEL PIN ADAPTER (TRANS. LEAD ADAPTER PIN) J2840	\$8.52	\$6.51	\$6.98			\$6.71	\$9.18	\$651.00
64	400	EA	1884	STIRRUP 4-4/0 ACSR SINGLE ANDERSON #AHL5-024019-E	\$13.86	\$15.39	\$15.16				\$16.68	\$5,544.00
65	400	EA	1885	STIRRUP 477 ACSR MCM ANDERSON #AHL595492E	\$34.53	\$39.50	\$37.15				\$43.42	\$13,852.00
66	200	EA	1592	GUY ATTACH FOR STRAIN INSULATOR MACLEAN #UG4664	\$8.30	\$7.40	\$8.50			\$7.18	\$21.54	\$1,436.00
67	200	EA	1591	GUY ATTACH - SINGLE BOLT FOR SINGLE PHASE, MACLEAN #PE-7X2	\$9.62	\$9.77	\$9.60			\$8.75		\$1,750.00
68	500	EA	1788	SINGLE POINT RACK J1300 OR HUBBELL #0327	\$5.37	\$5.26	\$6.87				\$7.62	\$2,630.00
69	10	EA	1117	BRACKET FIBERGLASS - SINGLE POSITION - 18" MACLEAN GMDA118DC-B	\$37.00	\$38.30	\$147.00			\$57.87		\$370.00

70	10	EA	1229	CLAMP MAST J0588HG OR C207-0075	\$7.52	\$3.14	\$13.57	\$6.48	\$13.87	\$21.40
71	600	EA	1636	KADDAS KE-1068GR FUSE CUTOOUT COVER	\$15.46	\$15.29	\$16.75	\$15.38		\$9,174.00
72	300	EA	1637	KADDAS KE-1077A TRANSFORMER BUSHING CAP	\$12.14	\$12.01	\$13.28	\$12.08		\$3,603.00
73	50	EA	1638	KADDAS KE-1117 FLIPPER TRANSFORMER BUSHING COVER	\$14.15	\$13.98	\$15.47	\$14.06		\$659.00
74	400	EA	1004	AB CAP TRANSFORMER ARRESTOR BUSHING COVER #AB CAP	\$4.22	\$4.00	\$3.47			\$1,385.00
75	800	EA	2071	TRANS SEC LEAD BRACKET CHANCE #9113S 1/2"x5"	\$13.48	\$14.21	\$14.98	\$13.97	\$15.28	\$10,784.00
76	50	EA	1894	SUPPORT BRACKET CABLE POSITIONER HUBBELL CCS820 FOR 0.75-3" CABLE	\$21.06	\$19.53	\$25.50	\$23.79	\$26.03	\$976.50
77	50	EA	1896	SUPPORT BRACKET PB-4 TB-1 J24673	\$17.02	\$14.65	\$17.61	\$17.29		\$732.50
78	200	EA	1893	SUPPORT BRACKET 3M #MB-3	\$14.36	\$15.78	\$12.15	\$14.58		\$2,872.00
79	20	EA	1892	SUPPORT BRACKET ELASTIMOLD #16-TB-2	\$10.32	\$10.15		\$10.08		\$201.60
80	200	EA	1018	ANCHOR SCREW IN 14" TOUGHONE CHANCE #C102-5203		\$54.28	\$94.95	\$86.55	\$91.29	\$10,866.00
81	100	EA	1010	ANCHOR EXPANDING LARGE 30,000# J0283-1 1283-1	43.89	42.16	60.70	37.04	\$63.86	\$3,704.00

82	###	EA	1587	GROUND ROD 5/8" X 8' COPPER J8338	\$9.72	\$13.44	\$10.45	\$13.76	\$12.19	\$19,440.00
83	###	EA	1588	GROUND ROD CLAMP CU 5/8"	\$1.07	\$1.35	\$1.08	\$1.46	\$1.35	\$2,140.00
84	1,000	EA	1594	GUY GRIP PREF. 3/8" GDE-1107 P.L.P.	\$2.22	\$2.32	\$2.48	\$2.36	\$2.92	\$2,220.00
85	350	EA	1589	GROUND WIRE MOLDING PLASTIC MACLEAN #PM128	\$2.23	\$1.97	\$2.67	\$2.11		\$738.50
86	400	EA	1595	GUY GUARD PLASTIC 8' #70-7Y or PREFORMED PGMS3921	\$3.14	\$2.39	\$3.25	\$3.30	\$4.59	\$956.00
87	100	EA	1598	GUY WIRE DISPENSER #56D-0700 P.L.P. OR HELICAL GWD1000	\$6.05	\$6.38	\$6.55	\$4.85	\$7.51	\$485.00
88	###	FT	2197	GUY WIRE 3/8" EXTRA HIGH STRENGTH EHS-7	0.3600	0.2940	0.3700		\$0.44	\$5,880.00
89	25	EA	1398	CONNECTOR FOR SWITCHGEAR ANDERSON #GTCS-41	\$11.47	\$9.09	\$12.60	\$11.82	\$13.16	\$227.25
90	400	EA	1412	CONNECTOR WCV61PB 477-477 WIRE	\$22.88	\$23.71	\$24.05	\$20.90	\$27.72	\$8,360.00
91	100	EA	1413	CONNECTOR WCV62PB 477-336 WIRE	\$18.36	\$17.18	\$18.20	\$16.76	\$26.40	\$1,676.00
92	50	EA	1416	CONNECTOR WCV76PB 750-477 WIRE	\$35.78	\$18.90	\$37.50	\$32.36	\$52.96	\$946.00
93	50	EA	1411	CONNECTOR WCV66-PB WEJTAP FOR 336 ACSR 18/1	\$16.70	\$16.68	\$16.50	\$15.14	\$25.43	\$757.00

94	50	EA	1414	CONNECTOR WCY63-PB WEJTAP FOR 477 ACSR 18/1 4/0 ACSR 6/1	\$20.09	\$20.70	\$21.20	\$19.99	\$27.72	\$999.50
95	50	EA	1415	CONNECTOR WCY66-PB WEJTAP FOR 477 ACSR 18/1 1/0 ACSR 18/1	\$22.52	\$23.20	\$23.55	\$20.27	\$26.40	\$1,013.50
96	400	EA	2072	TRANSFORMER TANK GROUND CONNECTOR GTGL-23A	\$2.15	\$2.88	\$2.45	\$1.52	\$3.14	\$608.00
97	600	EA	1042	ARRESTOR LIGHTNING SURGE 10KV COOPER #UNS10050A1A1B1A			\$30.35	\$28.91		\$18,145.00
98	10	EA	1041	ARRESTOR DUCKBILL MACLEAN #ZRP009- 2020003	\$61.00	\$59.45	\$75.00	\$60.45		\$594.50
99	50	EA	1137	BUSHING INSERT 200 AMP LOADBREAK ELASTIMOLD #1601A4	\$24.99	\$25.76				\$1,249.50
100	900	EA	1154	CAP PROTECTIVE INSULATED WITH GROUND ELASTIMOLD #167-DRG	\$22.40	\$23.80	\$24.94			\$20,160.00
101	400	EA	1453	ELBOW ARRESTOR ELASTIMOLD #167ESA-10	\$64.80	\$66.77				\$25,920.00
102	1,000	EA	1449	ELBOW 1/0 15KV (.665-.905) 220 MIL W/T POINT ELASTIMOLD #162LRJS-B- 5240	\$32.93	\$35.00				\$32,930.00
103	50	EA	1452	ELBOW 4/0 15KV (.830-1.060) 220 MIL ELASTIMOLD #162LR-CC-5270-S	\$41.35	\$36.36				\$1,810.00
104	200	EA	1656	LOADBREAK JUNCTION 4-POINT WITH U- STRAPS ELASTIMOLD #164J4-5	\$133.30	\$137.39				\$26,660.00
105	50	EA	1653	LOADBREAK ELBOW TAP PLUG 15KV ELASTIMOLD #650ETP	\$115.96	\$113.52				\$5,675.00

106	700	EA	1716	PLUG STAND OFF ELASTIMOLD #161SOP	\$35.12	\$36.25						\$24,584.00
	300			TERMINATOR KIT 1/0 & 4/0 (064-1-08 INS OD) 3M #7652-S-4-1/0 INCLUDES 1/0 STEM	\$82.73	\$83.61	\$76.60	\$87.62				\$22,980.00
107	50	EA	1972	TERMINATOR KIT 500 & 750 (105-1-80 INC OD) 3M #7655-S-4-40172 INCLUDES 750 LUG 40172		\$146.30	\$177.00	\$132.93				\$6,646.50
108	50	EA	1973	TERMINATOR STEM FOR 4/0 3M #5C0040	\$22.60	\$24.09	\$23.96	\$23.20				\$1,130.00
109	1,000	EA	1889	STUD-MOUNTED TRANS CONNECTOR CMC/BMC #N5SC350-61 5/8-11 6- POSITION	\$16.49	\$16.25	\$16.49	\$18.31				\$16,250.00
110	100	EA	2091	UTILICO SEC. STUDMNT. CONN. 6- POSITION #10-500 MCM #PTF6-500-CUP	\$19.47	\$20.00						\$1,947.00
111	12	EA	1454	DEADFRONT ELBOW 4/0 TR/XLP 15KV ELASTIMOLD #K655LRH-0270	\$134.23	\$134.23						\$1,610.76
112	12	EA	1455	DEADFRONT ELBOW 500 TR/XLP 15KV ELASTIMOLD #K655LRK-0330	\$134.23	\$134.23						\$1,610.76
113	12	EA	1456	DEADFRONT ELBOW 750 TR/XLP 15KV ELASTIMOLD #K655LRM-0380	\$138.25	\$138.25						\$1,659.00
114	600	EA	1567	FUSETRON FUSE HOLDER SHAWMUT FEB- 21-21		\$20.65						\$12,390.00
115	500	EA	1519	FUSE 600V MIDGET 20 AMP ATM-20		\$15.18						\$7,590.00
116	500	EA	1524	FUSE CUTOUT 100 AMP POLYMER - MPS #SC15-H-6-1-10-B-D90	\$103.95	\$94.85	\$105.00	\$99.42				\$47,425.00

118	24	EA	1905	FUSE UNIT END FITTING SML-20 (PFC) S&C #3097	\$349.80	\$324.00				\$338.18	\$7,775.00
119	50	EA	1520	FUSE BARRELL/DOOR 100 AMP S&C #8952IRIO-BD		\$39.47					\$1,871.50
120	24	EA	1552	FUSE SMU-20 100K AMP 15KV S&C 702100	\$145.70	\$135.90				\$141.17	\$3,261.60
121	24	EA	1553	FUSE SMU-20 125E AMP 15KV S&C 612125	\$145.70	\$135.90				\$141.17	\$3,261.60
122	24	EA	1554	FUSE SMU-20 140K AMP 15KV S&C 702140	\$145.70	\$135.90				\$141.17	\$3,261.60
123	24	EA	1555	FUSE SMU-20 150E AMP 15KV S&C 712150	\$145.70	\$135.90				\$141.17	\$3,261.60
124	24	EA	1556	FUSE SMU-20 175E AMP 15KV S&C 712175	\$145.70	\$135.90				\$141.17	\$3,261.60
125	100	EA	1537	FUSE LINK/CUTOUT 3AMP S&C 64003	\$6.96	\$5.27				\$7.03	\$527.00
126	100	EA	1539	FUSE LINK/CUTOUT 5AMP S&C 64005	\$6.96	\$5.27				\$7.03	\$527.00
127	100	EA	1541	FUSE LINK/CUTOUT 7AMP S&C 64007	\$6.96	\$5.27				\$7.03	\$527.00
128	100	EA	1529	FUSE LINK/CUTOUT 10AMP S&C 64010	\$7.40	\$5.60				\$7.03	\$560.00
129	100	EA	1531	FUSE LINK/CUTOUT 15AMP S&C 64015	\$7.40	\$5.60				\$7.03	\$560.00

130	100	EA	1534	FUSE LINK/CUTOUT 20AMP S&C 64020	\$7.40	\$5.60				\$7.03	
131	100	EA	1536	FUSE LINK/CUTOUT 30AMP S&C 265030	\$7.66	\$5.80				\$7.74	
132	200	EA	1538	FUSE LINK/CUTOUT 40AMP S&C 64040	\$7.66	\$5.80				\$7.74	
133	100	EA	1527	FUSE LINK/CUTOUT 50AMP S&C 64050	\$8.31	\$6.29				\$8.36	
134	100	EA	1540	FUSE LINK/CUTOUT 65AMP S&C 64065	\$11.87	\$9.00				\$12.00	
135	100	EA	1542	FUSE LINK/CUTOUT 80AMP S&C 64080	\$13.60	\$10.30				\$13.74	
136	200	EA	1528	FUSE LINK/CUTOUT 100AMP S&C 265100	\$13.60	\$10.30				\$13.74	
137	200	EA	1526	FUSE LINK/CUTOUT 102AMP S&C 179102	\$31.57	\$23.93				\$31.90	
138	100	EA	1530	FUSE LINK/CUTOUT 140AMP S&C 265140	\$34.00	\$25.77				\$34.36	
139	100	EA	1533	FUSE LINK/CUTOUT 200AMP S&C 64200R1	\$38.32	\$29.04				\$38.72	
140	100	EA	1557	FUSE S&C SMU-20 200K S&C 702200	\$140.31	\$135.90				\$141.81	
141	200	EA	1497	FAULT INDICATOR OVERHEAD NAVIGATOR LM #41-2001-301	\$265.00	\$286.30	\$275.00	\$260.00		\$252.88	

\$50,000.00

142	500	EA	1499	FAULT INDICATOR UNDERGROUND LOAD LM #29-6114-OF8	\$195.78	\$202.16	\$204.00	\$185.15			
143	50	EA	1498	FAULT INDICATOR UNDERGROUND 500 & 750 WIRE LM #29-6115-OF8	\$206.30	\$213.04	\$215.00	\$199.23	\$198.85		
144	200	EA	1488	EQUIPMENT MOUNT FIBERGLASS FUSE CUTOUT MACLEAN #63MA024818DD8	\$138.84	\$137.41	\$148.00		\$153.56	\$171.39	
145	200	EA	1118	EQUIPMENT MOUNT FIBERGLASS T- BRACKET MACLEAN #61MA0118DD8	\$35.97	\$35.22	\$42.00			\$54.86	
146	5	EA	1504	FIBERGLASS 24" BRACKET ALUMAFORM #FICA-MV-A24-S1	\$30.65	\$41.98		\$31.68		41.30	
147	60	EA	1629	INSULATOR POLYMER DEAD END "35KV, 25" HUBBELL #401035-0215		\$20.35	\$22.05		\$20.27	23.92	
148	10	EA	1739	POLE EXPANDING KEY ANCHOR CHANGE #P4817	\$52.05	\$39.75	\$77.00		\$72.06	\$67.98	
149	24	EA	1744	POLE QUIK-SET 5/6GALLON BUCKETS RAINBOW #40590	\$40.00	\$32.00	\$40.00			\$41.07	
150	60	EA	1743	POLE POLY SET P5240W	\$168.00	\$115.00					
151	60	EA	2203	WIRE SLICK PRELUDE 2000 POLYWATER #PJ-128 1 GALLON	\$17.14	\$17.32	\$17.25		\$9.87		
152	###	FT	2147	WIRE 1/0 15KV 220MIL	\$2.45	\$2.25	\$2.32				
153	80	EA	1024	ARM ALUM. 18' SALCO #WPT-2-18-A WITH GROUNDING POINT	\$321.75	\$311.48		\$332.93	\$311.80	\$344.47	

\$94,075.00

\$9,942.50

\$27,482.00

\$7,044.00

\$153.25

\$1,216.20

\$397.50

\$768.00

\$6,900.00

\$598.20

\$337,500.00

\$24,916.40

164	12	EA	2049	TRANS CURRENT 100:5A BUSH MOUNT ASTRA #600	\$210.40	\$204.38	\$204.00				\$259.15
165	48	EA	2053	TRANS CURRENT 200:5A BUSH MOUNT ASTRA #601NE	\$148.85	\$147.75	\$143.00				\$171.58
166	12	EA	2056	TRANS CURRENT 300:5A BUSH MOUNT ASTRA #602N	\$122.82	\$121.91	\$118.00				\$132.81
167	9	EA	2059	TRANS CURRENT 400:5A BUSH MOUNT ASTRA #603N	\$109.10	\$108.28	\$104.00				\$125.71
168	12	EA	2061	TRANS CURRENT 600:5A BUSH MOUNT ASTRA #605	\$108.30	\$107.47	\$104.00				\$121.18
169	6	EA	2062	TRANS CURRENT 800:5A BUSH MOUNT ASTRA #606	\$96.06	\$95.33	\$93.00				\$110.73
170	6	EA	2052	TRANS CURRENT 1500:5A BUSH MOUNT ASTRA #609	\$119.05	\$118.15	\$115.00				\$138.94
171	12			TRANS CURRENT 100:5 124K BAR TYPE CT, CT CURRENT RATING 100, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 400							
172	45	EA	2048	TRANS CURRENT 200:5 105K BAR TYPE CT, CT CURRENT RATING 200, CT RATING FACTOR @ 55C 4, OVERALL CT RATING (WITH RF) 800	\$159.84	\$158.73	\$157.00				
173	162	EA	2053		\$157.36	\$156.20	\$154.00				\$184.27
174	163	EA	2058	TRANS CURRENT 400:5 107K BAR TYPE CT RATING FACTOR OF 4	\$172.38	\$171.10	\$164.00				\$201.85

\$2,448.00

\$5,864.00

\$1,416.00

\$936.00

\$1,248.00

\$568.00

\$890.00

\$1,884.00

\$6,530.00

\$1,968.00

[illegible]



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-70
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for the 1-year blanket bid for street materials to the lowest bidder as shown on the attached bid tabulation in the amount of \$281,120.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$281,120

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 10, 2019

TO: City Council, Mayor Orman

FROM: Travis Matlock, Engineer Director

RE: Street Material bid award #19-70

The City of Bentonville recommends awarding the bids for street material in the total amount \$281,120.00. The low bidders for the various items are as follows:

Benton County Stone in the amount of \$230,120.00
Hutchenson Construction in amount of \$51,000.00

This award is for one year, January-December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

CITY OF BENTONVILLE
1-year Blanket Bid
Street Materials

Bid No. IFB-19-70

YEARLY QUANTITY	UNIT	DESCRIPTION	UNIT PRICE WITH HAUL CHARGE	EXTENSION
10,000	TON	Our # 7008 SB2/CLASS 7 BASE		
		<u>Benton County Stone</u>	\$10.90	\$109,000.00
8,000	TON	Our # 7005 CHAT 3/4" CLASS 67 BEDDING MATERIAL		
		<u>Benton County Stone</u>	\$13.90	\$111,200.00
800	TON	Our # 7004 B-STONE (LARGE ROCK FOR DRAINAGE)		
		<u>Benton County Stone</u>	\$12.40	\$9,920.00
500	TON	Our # 7007 PREMIX		
		<u>Hutchenson</u>	\$102.00	\$51,000.00
		TOTAL BID COST		\$281,120.00



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-69
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for the 1-year blanket bid for switchgears to the lowest bidder as shown on the attached bid tabulation in the amount of \$63,121.00. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$63,121

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



MEMORANDUM

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Switchgear bid award #19-69**

The City of Bentonville recommends awarding the bids for street material in the total amount \$63,121.00. The low bidders for the various items are as follows:

Techline in the amount of \$63,121.00

This award is for one year, January-December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.



CHECK ALL THAT APPLY			
☒	Bid Award	Bid #	19-73
☐	Budget Adjustment		
☐	Change Order		
☐	Informational		
☐	Ordinance		
☐	Resolution		
☐	Other		

AGENDA FORM

CITY COUNCIL MEETING OF:

December 10, 2019

Submitted by:

Travis Matlock

Department

Inventory

Phone

271-3145

ACTION REQUIRED:

Bid award for City Council approval for the 1-year blanket bid for janitorial supplies to the lowest bidder as shown on the attached bid tabulation in the amount of \$119,678.42. Items will be ordered on 'as needed' basis.

COST TO CITY:

Cost of this Request: \$119,678

Additional Budget Amount

☐ One time amount

☒ Continuing O and M

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

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

117 WEST CENTRAL AVENUE * BENTONVILLE, AR 72712

www.bentonvillear.com



PLEASE RECYCLE



M E M O R A N D U M

DATE: December 10, 2019

TO: **City Council, Mayor Orman**

FROM: Travis Matlock, Engineer Director

RE: **Janitorial Supplies bid award #19-73**

The City of Bentonville recommends awarding the bids for janitorial material in the total amount \$119,678.42. The low bidders for the various items are as follows:

D&G Springfield Janitor Supplies in the amount of \$78,701.02
American Paper and Twine in the amount of \$27,019.00
Salt Chemical Supply in the amount of \$9,858.00
Motion Industries in the amount of \$4,100.40

American Paper did not meet minimum specifications that we establish on several items. Plus they will not guarantee pricing for a full year.

This award is for one year, January-December 2020. The material will be ordered as needed to keep the supply levels consistent throughout the remainder of the year.

ITEM NO.	UOM	QTY	OUR PART NO.	DESCRIPTION	D&G	SALT CHEMICAL	AMERICAN PAPER	MOTION IND.
43	EA	240	5040	ROLL TOWELS ONE-PLY HARDWOUND NONPERFORATED BWK 9261	\$3.99	\$4.10	\$3.65	
44	EA	10,000	5041	RUBBERMAID WAXED SANITARY NAPKIN BAGS #6141	\$0.14	\$0.14	\$0.14	\$0.09
45	EA	50	5057	VACUUM BAGS VERSAMATIC WINDSOR #86000460	\$0.76	\$1.56	\$1.96	
46	EA	50	5059	VACUUM EXHAUST FILTER VERSAMATIC #86141350	\$15.52	\$11.44	\$16.14	
47	EA	50	5060	VACUUM MOTOR FILTER VERSAMATIC #86143330	\$8.08	\$1.28	\$7.90	
48	EA	50	5058	VACUUM BRUSH STRIP 14" VERSAMATIC #86002440	\$8.08	\$9.85	\$8.00	
49	EA	200	1581	GLOVES NITRILE DISPOSAL POWDER FREE EXTRA LARGE	\$3.94	\$4.00	\$4.06	
50	EA	200	1579	GLOVES NITRILE DISPOSAL POWDER FREE LARGE	\$3.94	\$4.00	\$4.06	
51	EA	200	1580	GLOVES NITRILE DISPOSAL POWDER FREE MEDIUM	\$3.94	\$4.00	\$4.06	
52	EA	360	5013	DEODORIZER SPRAY RID-Z-ODOR CORE#URODS-02-SF 2 OZ.	\$4.98	\$3.70		
53	EA	360	1568	GLASS CLEANER CHAMPION ALL WEATHER VISTA	\$2.92		\$2.75	

D/G Salt Am. Paper Motion

\$957.60 \$572.00 \$400.00 \$900.00

\$38.00 \$64.00 \$1,332.00

\$788.00 \$788.00 \$788.00 \$1,051.20

\$4,410.80 \$1,968.00 \$400.00 \$900.00