RESOLUTION NO. 2025 - 43

A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ARKANSAS DEPARTMENT OF TRANSPORTATION REGARDING THE REIMBURSEMENT OF COSTS TO RELOCATE MUNICIPAL UTILITIES ALONG HIGHWAY 325, AND FOR OTHER PURPOSES

WHEREAS, the Arkansas Department of Transportation ("ARDOT") has proposed to make improvements to Highway 325 in the City of Osceola, Arkansas ("the City") identified as Federal Aid Project STPSC-0047(88) ("the Project"); and

WHEREAS, the location of utility infrastructure owned by the City interferes with the Project and requires relocation; and

WHEREAS, employees of the City have negotiated with ARDOT to be reimbursed 90% of the actual costs to relocate the City's infrastructure as identified in the relocation agreement; and

WHEREAS, the City estimates that total relocation costs will be $452,142.50, as described below:

Construction Labor	$ 211,901.10
Materials	$ 209,741.40
Engineering	$ 20,000.00
Row	$ 10,500.00
TOTAL COST	$ 452,142.50

; and

WHEREAS, Under the proposed agreement, ARDOT will reimburse the City for $406,928.25 with the remaining costs to be paid be the City's utility, Osceola Municipal Power and Light; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Osceola, Arkansas that:

SECTION 1: Execution of Agreement. The Mayor or the manager of Osceola Municipal Light and Power ("OMLP") are hereby authorized to execute an agreement for the relocation of utility facilities along Highway 325 as part of the Project that is substantially similar form and content to the document attached hereto as Exhibit A ("Agreement").

SECTION 2: Appropriation. The funds necessary to relocate facilities under the Agreement are hereby appropriated from the operational funds of OMLP with such funds being reimbursed to OMLP according to the terms of the Agreement.

SECTION 3: This resolution shall be effective immediately. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED THIS 8th DAY OF July, 2025.

APPROVED: ______________________

Mayor Joe Harris, Jr.

ATTEST: ______________________

Jessica Griffin, City Clerk

ARKANSAS DEPARTMENT OF TRANSPORTATION

ARDOT.gov | Jared D. Wiley, P.E., Director

RIGHT OF WAY DIVISION
10324 Interstate 30 | P.O. Box 2261, Little Rock, AR 72203-2261
Phone: (501) 569-2311 | Fax: (501) 569-2018 | Toll Free: (877) 569-0120

June 3, 2025

Phillip Adcock
Osceola Municipal Power and Light
303 West Hale
Osceola, AR 72370

RE: Job 101134 (Utilities)
Hwy. 325 Impvts.
(Osceola) (S)
Route 325 Section 0
Mississippi County

Dear Mr. Adcock:

The estimate of cost and plans covering your proposed adjustments on the referenced job have been reviewed and an agreement prepared in accordance with the proposal. Attached is the agreement for your review and execution.

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

Attached is the certification of compliance for the above-mentioned Buy America and Build America, Buy America provisions. Please sign the certificate of compliance along with the agreement and return them to this office for further handling. Keep an extra copy of these documents for your file until you receive the approved agreement and work order letter. The adjustment work must not be started until authorized by this office.

Sincerely,

Daniel Crews

Daniel Crews
Utilities Coordinator
Utilities Section
Right of Way Division

Enclosures
C: "C" file

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

WE, ____
(Utility Company)

Address: ______________________ ARDOT Job No. ______________

____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and CFR 635.410 of this project, as well as the "Build America, Buy America" (BABA) requirements of the Infrastructure Investment and Jobs Act (IIJA).

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States — this means that all manufacturing processes for the construction material occurred in the United States.

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

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

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

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

______________________ My Commission Expires: ______________
(Notary Public/Justice of the Peace)

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No **101134** (Utilities) County **Mississippi**

Federal Aid Project **STPSC-0047(88)** Route **325** Section **0**

Job Location **Hwy 325 Impvts. (Osceola) (S)** Utility Owner **Osceola Municipal Power & Light**

THIS AGREEMENT, made and entered into this ______ day of ______________________, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the ***Osceola Municipal Power and Light** of **Osceola, Arkansas,*** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

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

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

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

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

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

The Department agrees that the required adjustment is **90.00%** eligible for reimbursement for the total cost which is estimated to be **$452,142.50** of which **$406,928.25** is to be paid by the Department and **$45,214.25** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **20 calendar** days and complete within **240 calendar** days thereafter.

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

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

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

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

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

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

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

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

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

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

Osceola Municipal Power & Light

Name (Typed or Printed)

Title

Signature

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION

(For) Director

Right of Way Division Head

Section Head-Utilities Section

EXHIBIT A

Adjust electric facilities to clear highway construction by removing Ten (10) poles (3 steel 7 wooden) complete with attachments. Restore service by installing Sixteen (16) steel poles complete with attachments.

Of the Ten (10) poles to be removed, Nine (9) are on private easement; therefore,this work will be 9/10 = 90.00% reimbursable. Owner will perform this work by continuing contract.

Summary of Cost

Construction Labor	$	211,901.10
Materials	$	209,741.40
Engineering	$	20,000.00
Row	$	10,500.00
TOTAL COST	$	452,142.50

Reimbursable Cost $452,142.50 X 90.00% =$406,928.25