Finance Committee
Meeting Agenda
November 26, 2024
4:30 PM
City Council Chambers

City Council Members:

Gayatri Agnew	**Ward 1, Position 2**
Cindy Acree	**Ward 2, Position 1**
Bill Burckart	**Ward 3, Position 2**

***If the public would like to attend virtually, please log on at the following link: https://us02web.zoom.us/j/89139307844?pwd=ZWMxNVhRby9RVElhd1pyZzluVmdHZz09**

Call to Order/Roll Call

Items For Discussion

1. **Updated 2025 Budget Changes** — **Informational**

2. **Ozark Regional Transit (ORT) Contract** — **Informational**

City Council Items To Be Considered

1. **Section I Item 4 from the City Council Agenda: Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work** — **Resolution**

   A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of $267,788.85, through participation in the Sourcewell Cooperative, for trail repair work at Park Springs Park caused by the May 26 storm. A budget adjustment is needed.

2. **Section I Item 5 from the City Council Agenda: Resolution Awarding Bid #IFB-24-35 to Clarity Pools, LLC for Melvin Ford Pump Room Renovation** — **Resolution**

   Awarding bid IFB-24-35 to Clarity Pools, LLC, in the amount of $224,420.00, for the renovation of the pump room at Melvin Ford Aquatic Center. A budget adjustment is needed to reclassify funds.

3. **Section I Item 6 from the City Council Agenda: Resolution Amending the 2024** — **Resolution**

Budget to Reclassify Funds for the Legal Department Move

A Resolution adjusting the 2024 budget to move budgeted funds from the Legal Department Plants and Building account to the appropriate expense account. A budget adjustment is needed.

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/26/2024	**Submitted By:**	Josh Stacey
Phone:	479-418-8653	**For Department(s):**	Parks and Recreation
Email:	jstacey@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Enter into an Agreement with Progressive Trail Design for Trail Repair Work
Action Recommendation & Justification:	A Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of $267,788.85, through participation in the Sourcewell Cooperative, for trail repair work at Park Springs Park caused by the May 26 storm. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	A budget adjustment is needed to fund this from General Fund Reserves. This will be submitted to FEMA for an anticipated 75% reimbursement. Purchasing performed an evaluation of 112420-ARC, determining that the solicitation was in line with both Arkansas State Statute and the City's Purchasing Policy.
Amount for Approval:	$ 267,788.85

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-44430	Building/Ground Maintenance	$ 267,788.85	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: Josh Stacey, Parks and Recreation Deputy Director

CC: David Wright, Parks and Recreation Director

Date: November 14, 2024

Re: Council approval of a Resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of $267.788.85 for trail repair work caused by the May 26 storm.

Parks and Recreation Staff is seeking City Council's approval of a resolution authorizing the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of $267,788.85 for trail repair work caused by the May 26 storm.

Park Springs Park received significant damage during the May 26 storm both to the main park area and the stream and trail system. The play park space was able to be cleared by our original debris contractor and then reopened to the public. The trail system however fell into the waterway debris removal which was just recently completed by the new waterway debris removal company. After that work, several sections of trail, including a 50ft spanning bridge are in need of complete repair and replacement. Progressive Trail Design (PTD) is an internationally well-known trail building and repair company and has built a good amount of the Park Springs Park trail system. PTD's Sourcewell pricing and contract have been vetted by Purchasing and Legal and deemed qualified for this purpose.

The trail work is expected to take 2-3 months to complete as numerous trails have been completely destroyed and need rebuilt. PTD's work includes rebuilding trail tread, rebuilding and repairing bridges and retaining walls, and returning the trails to their pre-storm conditions. The majority of this work will be covered through the Cities insurance coverage and the balance remaining is FEMA reimbursement eligible and has been vetted by our FEMA consultant, Thompson Consulting.

A budget adjustment is required for this work to be completed. After insurance and submitting the request to FEMA, we are anticipating the vast majority of the funds to be reimbursed for this project.

If you have any questions regarding this item, please contact Josh Stacey at jstacey@bentonvillear.com or call 418.8653.

Attachments:
Progressive Trail Design Agreement

MEMORANDUM

PURCHASING OFFICE

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing Manager

DATE: November 26, 2024

SUBJECT: Trail Repair Work – Park Springs Park

The Purchasing Department has reviewed the Sourcewell Cooperative contract and determined that the solicitation complies with Arkansas State Statute and the City's Purchasing Policy. I recommend the City Council approve the Mayor and City Clerk to enter into an agreement with Progressive Trail Design in the amount of $267,788.85, for trail repair work at Park Springs Park.

This agreement will be executed through participation in the Sourcewell Cooperative Contract (#112420-ARC) for trail repair work needed as a result of damage caused by the May 26 storm. The total cost of the project will be submitted to FEMA for an anticipated 75% reimbursement.

Your approval of this agenda item will ensure timely repair of the City's trail system and facilitate cost recovery through FEMA's reimbursement program.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

TRAIL CONSTRUCTION CONTRACT

PROJECT: Bentonville Trail Storm Cleanup
CLIENT: The City of Bentonville AR
LOCATION: Bentonville, AR
DATE: 11.14.24

This agreement, entered into as of 11.14.24, by and between PROGRESSIVE TRAIL DESIGN LLC (herein referred to as "CONTRACTOR") and THE CITY OF BENTONVILLE, AR (herein referred to as "CLIENT"). Witnesseth, that the CONTRACTOR and CLIENT for the consideration hereinafter named agree as follows:

ARTICLE 1.

Scope of Services:

A. See Appendix for Detailed Design and Estimate
B. Trail Details:
    1. Go through ea section of Park Springs Park as listed in Appendix
    2. Fix all damaged tread and issues in the approved 10' corridor.
    3. Remove, move, or return root balls.
    4. Reroute damaged section of trail where needed due to storm damage.
    5. Improve drainage where needed. (This will mainly be needed in areas where significant root damage has occurred)
    6. Fix or replace wood bridges and boardwalks with Steel Substructure and Cedar bridges
    7. Fix or replace stone features for drainage, soil retention, etc.
    8. Team based on 8 hand crew and 1 operator. Bridge replacement/repair team will be skill craftsman.
C. CONTRACTOR designs and builds all trails in accordance with industry Best Management Practices outlined by PTBA and IMBA "*Trail Solutions: IMBA's Guide to Building Sweet Singletrack.*"

ARTICLE 2.

Time of Performance:

A. Scope as defined above will take approximately 35 days to complete.
B. Work is estimated to start November 1, 2024, and be completed by January 15, 2025, pending inclement weather, holidays and/or change orders. Note; this is not a hard deadline, only an estimate.

ARTICLE 3.

Compensation:

A. For the Scope of Services set forth in the Article 1, CLIENT agrees to pay the CONTRACTOR the sum of **$267,788.85 USD (TWO HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-EIGHT US DOLLARS AND EIGHTY-FIVE CENTS),** which amount includes all sales and/or other applicable taxes, subject to additions and deductions for changes as agreed upon in writing. See Appendix for an itemized detail of the Contract Sum.
B. A Mobilization Charge of **$5,250.00** (line items 1.4, 2.4 & 3.4 ea) in Estimate is required upon execution of this agreement.
C. CONTRACTOR will bill the CLIENT based on Unit Costs of Units actually completed. For example: if CONTRACTOR builds more (or less) trail than estimated, the CLIENT will be billed (or not) for the additional trail at the same unit price. The CONTRACTOR agrees to periodically measure Units throughout the construction process. Therefore, a Change Order can be submitted in time to address the overage or substitution. However, the CONTRACTOR cannot guarantee they will not exceed the estimated Units.
D. This contract pricing is in compliance with Sourcewell contract # 112420 - ARC and will follow all terms and conditions listed in the Sourcewell original contrac

ARTICLE 4.

Billing Procedures:

A. "Progress Invoices" will be submitted by CONTRACTOR, typically every 1-2 weeks. Progress payments will be due within 15 days ("Due Date".
B. If any Invoice is not paid in full within five (5) days of the Due Date, CONTRACTOR reserves the right to charge a late fee equal to five percent

(5%) of the unpaid portion of the Progress Invoice shall be charged to CLIENT and interest shall begin to accrue and be payable at the rate of ten percent (10%) per annum until paid in full.

C. CONTRACTOR reserves the right to stop work if any Progress Invoice is not paid in full within fifteen (15) days of the applicable Due Date.
D. The final payment invoice shall be submitted and due when the services described in this Agreement when "final punch-list" is complete and CLIENT has signed "Closing/Warranty Document" (provided by CONTRACTOR). Final payment is due within fifteen (15) days of the date of the final invoice.

ARTICLE 5.

Changes in Work:

A. If either party would like to change or modify any of the scope of services, a written change order with both parties' signature and the reflecting costs will be required.
B. Note: Trail Construction has many unforeseen variables that cannot be predicted during design, such as bedrock or inundated areas. It will be the CONTRACTORS responsibility to assess at that time and initiate a resolution through a change order that both parties can agree on.
C. Change Orders will be billed upon completion and separately from the original Contract Sum. Payment to be made within fifteen (15) days. Late fees and interest shall be payable for any unpaid amounts consistent with Article 4.

ARTICLE 6.

Land Survey/Property Lines:

A. The CONTRACTOR is a "Design/Build Firm" and typically builds off of a conceptual line on a map that has been ground-truthed and agreed upon by CLIENT during the design process. If a flagged and GPS'd line is required on the ground prior to construction to confirm location of trail, that can be arranged through a separate design contract or a mutually agreed upon arrangement between CLIENT and CONTRACOR.
B. The CONTRACTOR will also give the CLIENT the opportunity to walk through the final design with them and get final approval before construction.

ARTICLE 7.

Permitting/Plans:

A. All permitting and/or any required environmental assessment and/or storm water pollution prevention plans (SWPPP) is the responsibility of the CLIENT, unless otherwise outlined in CONTRACTORS Scope of Services, per this agreement.
B. If work is stopped for a period of 2 days or more, CONTRACTOR reserves the right to charge a daily rate based on the average rate of project production or time & materials (including all rental equipment and travel expenses) + 25%, until work resumes. If work is stopped for a period of 10 days or more, CONTRACTOR reserves the right to terminate the contract (see article 9)

ARTICLE 8.

Insurance:

A. CONTRACTOR agrees to provide CLIENT with a Certificate of Insurance and/or any other necessary insurance requirements.
B. The CONTRACTOR maintains insurance of the following types: Workers Compensation $1mil, General Liability $1mil, Professional Liability $1mil
C. These specified coverages shall be maintained without interruption and from the date of commencement of the work until the final date and payment thereof.

ARTICLE 9.

Termination of Contract:

A. This Agreement may be terminated by the CONTRACTOR by written notice to CLIENT if;

1. The work is stopped for a period of thirty (30) days under the order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the CONTRACTOR or a Subcontractor or their agents or employees or any other person performing any of the Work under contract with the CONTRACTOR.

2. The work is stopped for a period of fifteen (15) days by the CONTRACTOR as a result of the CLIENT's failure to make a payment as required in Article 3

ARTICLE 10.

Notices:

All notices and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Article:

	CLIENT:	CONTRACTOR:
Address:		Progressive Trail Design 3589-3 N. Shiloh Dr. #222 Fayetteville, AR 72703
Contact:		Whittney Faucette – Office Manager
Email:		whittney@progressivetraildesign.com

ARTICLE 11.

Miscellaneous:

This Agreement shall be deemed to have been executed in Bentonville, Arkansas and shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY SHALL BE INSTITUTED IN EITHER THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF ARKANSAS IN EACH CASE LOCATED IN THE CITY OF BENTONVILLE AND COUNTY OF BENTON, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH IN THIS AGREEMENT SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

In the event either party fails to perform any of its obligations under this Agreement, or in the event a dispute arises concerning the interpretation of any provision of this Agreement, the non-prevailing party in such action shall pay any and all costs and expenses incurred by prevailing party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorney's fees. (Signatures on following page)

Contract Signatures (PROJECT NAME):
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR:	CLIENT:
[redacted] 11.14.24	
Signature Date	Signature Date
Name & Title: **Jason Stouder-Director** **Build Operations** **Progressive Trail Design**	Name & Title:

APPENDIX:

AR, Bentonville - PSP - Storm Cleanup_SW_OG

Item#	Description:	Unit:	Unit Price:	Quantity:	Total:	Est. Build Time:	Notes:
	Park Springs Park Trail Cleanup			GRAND TOTAL:	$267,788.85	35	
1	Black Apple Tunnel to Spring Box (5 days)				$34,300.00	5	
1.1	Operator Hours	HR	$150.00	40	$6,000.00		1 operator 40 hrs ea
1.2	Ground Labor Hours	HR	$100.00	280	$28,000.00		7 Ground Laborers 40 hrs ea
1.3	Mini-Excavator daily rate	DR	$200.00	5	$1,000.00		1 machines 5 days ea
1.4	Mobilization (5-10%)	PER	5%	35000	$1,750.00		
1.5	Sourcewell Discount	PER	-7%	35000	-$2,450.00		
2	Spring to 9th and D (5 days)				$34,300.00	5	
2.1	Operator Hours	HR	$150.00	40	$6,000.00		1 operators 40 hrs ea
2.2	Ground Labor Hours	HR	$100.00	280	$28,000.00		7 Ground Laborers 40 hrs ea
2.3	Mini-Excavator daily rate	DR	$200.00	5	$1,000.00		1 machines 5 days ea
2.4	Mobilization (5-10%)	PER	5%	35000	$1,750.00		
2.5	Sourcewell Discount	PER	-7%	35000	-$2,450.00		
3	Burns Arboretum and Other (5 days)				$34,300.00	5	
3.1	Operator Hours	HR	$150.00	40	$6,000.00		1 operators 40 hrs ea
3.2	Ground Labor Hours	HR	$100.00	280	$28,000.00		7 Ground Laborers 40 hrs ea
3.3	Mini-Excavator daily rate	DR	$200.00	5	$1,000.00		1 machines 5 days ea
3.4	Mobilization (5-10%)	PER	5%	35000	$1,750.00		
3.5	Sourcewell Discount	PER	-7%	35000	-$2,450.00		
4	OTHER				$164,888.85	20	
4.1	Bridge replacement (50' x 7')	SF	$300.00	350	$105,000.00		Steel I-Beams, Concrete Abutments, Cedar decking and Railing
4.2	Boardwalk replacement (32' x 6')	SF	$150.00	200	$30,000.00		Steel I-Beams, Cedar decking
4.3	Contingency	PER	3%	$237,900.00	$7,137.00		Project Contingency For Unknown Circumstances
4.4	Material and Supplies (culverts, dirt, Rock etc)	LS	$10,000.00	1	$10,000.00		Material Allowance For areas of need...Armoring and Culverts specifically.
4.5	Insurance, Workers Comp, Liability, etc.	PER	5%	$255,037.00	$12,751.85		

RESOLUTION NO. _______________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE TRAIL DESIGN, IN THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY-EIGHT DOLLARS AND EIGHTY-FIVE CENTS ($267,788.85), FOR STORM DAMAGE TRAIL REPAIR AT PARK SPRINGS PARK; AMENDING THE 2024 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department requests approval to enter into an agreement with Progressive Trail Design for trail repair work at Park Springs Park caused by the May 26, 2024, storm;

WHEREAS, this agreement utilizes Sourcewell Cooperative Contract 112420-ARC and has been approved by the Purchasing Manager in accordance with the City's purchasing policy;

WHEREAS, it is intended that the project cost be submitted to FEMA for reimbursement consideration; and

WHEREAS, a budget adjustment is needed to adjust monies from General Fund for this purchase.

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

<u>Section 1</u>: The Mayor and City Clerk are authorized to enter into an agreement with Progressive Trail Design, pursuant to Sourcewell Cooperative Contract 112420-ARC, in an amount not to exceed two hundred sixty-seven thousand seven hundred eighty-eight dollars and eighty-five cents ($267,788.85), for trail repairs needed at Park Springs Park due to the May 26, 2024 storm;

<u>Section 2</u>: The 2024 Budget is adjusted to appropriate the same from General Fund into Account #105030-44430, Building/Ground Maintenance;

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

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

PASSED this _____ day of ____________________, 2024.

APPROVED:

____

STEPHANIE ORMAN, Mayor

ATTEST:

____

MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/26/2024	**Submitted By:**	Scott Mendenhall
Phone:	479-271-3190	**For Department(s):**	Parks and Recreation
Email:	smendenhall@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Awarding Bid #IFB-24-35 to Clarity Pools, LLC for Melvin Ford Pump Room Renovation
Action Recommendation & Justification:	Awarding bid IFB-24-35 to Clarity Pools, LLC, in the amount of $224,420.00, for the renovation of the pump room at Melvin Ford Aquatic Center. A budget adjustment is needed to reclassify funds.
Additional Comments for Consideration (Optional):	Clarity Pools, LLC is the lowest bid for this project. Parks and Recreation is utilizing savings from other projects and reclassifying the budgeted amount for a pool liner replacement which, when put out for bid, came in over budget. A budget adjustment is needed to move $65,000.00 into the appropriate expense account. See memo.
Amount for Approval:	$ 224,420.00

Budget Impact

Is this Item Budgeted? ☑ YES ☐ NO ☐ ITEM HAS NO COST ☐ OTHER:___________________

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
105030-47390	Improv Other than Bldg / Other	$ 65,000.00	$
105030-47410	Machinery and Equipment	$ (65,000.00)	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

This project is being funding by capital savings of $175,000 in 105030-47390 and $65,000 from 105030-47410.

Memo

To: City Council, Mayor Orman
Thru: David Wright, Parks and Recreation Director
From: Scott Mendenhall, Parks and Recreation Maintenance Manager
Date: October 8, 2024
Re: Bid Award for IFB-24-35 in the amount of $224,420.00, to Clarity Pools, LLC, for the Melvin Ford Aquatic Center Pump Room change out.

Parks and Recreation Staff is requesting City Council's approval of bid award of IFB 24-35, in the amount of $224,420.00, for the renovation of the Melvin Ford Aquatic Center's Pump Room. The project involves the replacement of the large pool pump and filtration equipment within the pump room. The project scope includes demolition and disposal of existing equipment, necessary permitting, purchase and installation of new equipment, startup, verification and staff training. The objective is to upgrade existing pumps and filtration to improve efficiency, functionality and reliability.

Many components of the filtration and pumping systems are original to the aquatic center which was constructed in 1992 and were subject to some updates as a result of a pump room fire in 2016. The equipment has reached its life expectancy and subsequently requires constant monitoring and related costly repairs to ensure the pool water quality meets health code standards as well as consistent pool use functionality.

Parks and Recreation Staff worked with Purchasing to bid the pump room renovation and the separate but related Melvin Ford Aquatic Center Lap Pool Liner projects in May and Re-Bid in September. Bids for the liner came in at a price tag too expensive for us to move forward with at this time. We will work to reevaluate this project in the future. In the meantime, we believe our best interest is to move forward with the pump room renovation.

While Parks and Recreation is not asking for additional funds for this project, we are asking to utilize unused funds from other projects or equipment with prices were under budgeted amounts. Our budget breakdown is as follows:

Total Price of Renovation: $224,420

Capital Budget – Pool Improvements / Liner: $115,000
Soccer Field Repairs – Project Complete w/ remaining balance: $60,000
Trash Truck Equipment for Downtown – Equipment ordered w/ savings: 65,000

By utilizing the Pool Improvements line item, plus savings from the soccer field project and the trash truck that are already completed and ordered, we have a balance of $240,000 to pay for this $224,420 project.

If you have any questions regarding this item, please let me know. Please call me at 271-3190, or email: smendenhall@bentonvillear.com.

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	9/26/24	Time of Bid Opening:	1:30 PM	IFB-24-35

Solicitation Title: Melvin Ford Aquatic Pump Room Change Outs Renovation Re-Bid

			Bidders:	**Clarity Pools, LLC**	**Blue Water Pools**
Line Item	**Estimated Quantity**	**Unit of Measure**	**Description**	**Unit Price**	**Unit Price**
1	1	Lump Sum	Demolition	$20,000.00	$12,000.00
2	1	Lump Sum	Disposal	$5,000.00	$5,000.00
3	1	Lump Sum	Purchase of New Equipment	$129,420.00	$125,200.00
4	1	Lump Sum	Installation of Equipment	$65,000.00	$80,000.00
5	1	Lump Sum	Construction of Concrete Housekeeping Pad with Rebar Reinforcement	$2,000.00	$4,500.00
6	1	Lump Sum	Training	$3,000.00	$2,500.00
			Total Bid Price	$224,420.00	$229,200.00

purchasing@bentonvillear.com - (479) 271-3115

RESOLUTION NO. ____________

A RESOLUTION AWARDING BID IFB-24-35 TO CLARITY POOLS, LLC., IN THE AMOUNT OF TWO HUNDRED TWENTY-FOUR THOUSAND FOUR HUNDRED TWENTY DOLLARS ($224,420.00), FOR THE MELVIN FORD AQUATIC CENTER PUMP ROOM RENOVATION; AMENDING THE 2024 BUDGET; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville Parks and Recreation Department recommends awarding IFB-24-35 to Clarity Pools, LLC. for the Melvin Ford Aquatic Center pump room renovation;

WHEREAS, Clarity Pools, LLC. was the lowest responsive bidder;

WHEREAS, this project is funded using cost savings from other planned projects; and

WHEREAS, a budget adjustment is needed to reclassify funds for a portion of this purchase.

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

<u>Section 1</u>: The Mayor and City Clerk are authorized to enter into a contract with Clarity Pools, LLC., awarding IFB-2-35, in the amount of two hundred twenty-four thousand four hundred twenty dollars ($224,420.00) for the Melvin Ford Aquatic Center pump room renovation;

<u>Section 2</u>: The 2024 Budget is hereby adjusted to appropriate sixty-five thousand dollars ($65,000.00) from Account #105030-47410 – Machinery and Equipment to Account #105030-47390 – Improvement Other than Building/Other to Account;

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

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

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	11/26/2024	**Submitted By:**	Bonnie Bridges
Phone:	479-254-2036	**For Department(s):**	Legal
Email:	bbridges@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution Amending the 2024 Budget to Reclassify Funds for the Legal Department Move
Action Recommendation & Justification:	A Resolution adjusting the 2024 budget to move budgeted funds from the Legal Department Plants and Building account to the appropriate expense account. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The 2024 legal budget contains $100,000.00 to remodel the AT&T building. Upon purchasing the 221 S. Main St. property, City Council was apprised of the plan to move Legal and GIS into that building. With this shift, a portion of the budgeted funds will be utilized to furnish the building. A budget adjustment is needed so that funds are in the appropriate expense account. The 2024 IT budget also contains $100,000.00, for the same purpose, a portion of which is being used to retrofit the building.
Amount for Approval:	$ 50,000.00

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
101020-42510	Minor Equipment	$ 50,000.00	$
101020-47210	Plants and Building	$ (50,000.00)	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Not all items needed are known at this point though it is not Legal's intent to spend the entirety of the $50,000.00. We would rather have enough to cover unknowns with upcoming purchasing deadlines and end of the year approaching. All purchases will comply with the City's purchasing policy. Remaining funds will be absorbed into General Fund and not carried forward.

RESOLUTION NO. ____________

A RESOLUTION AMENDING THE 2024 BUDGET; APPROPRIATING BUDGETED FUNDS INTO THE CORRECT EXPENSE ACCOUNT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Bentonville's Legal and GIS departments are relocating to the 221 S. Main St. building recently acquired by the City;

WHEREAS, the 2024 budget currently contains $100,000.00 (one hundred thousand dollars) in the legal budget and $100,000.00 (one hundred thousand dollars) in the information technology budget, originally planned to renovate the AT&T building for combined office space;

WHEREAS, after the 221 S. Main St. purchase, it was determined that both departments would move to that location; therefore, the budgeted funds are needed for furnishings and to retrofit the building; and

WHEREAS, a budget adjustment is needed to appropriate the budgeted funds into the correct expense account.

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

Section 1: The 2024 Budget is hereby adjusted to appropriate fifty thousand dollars ($50,000.00) from Account #101020-47210 – Plants and Building to Account #101020-42510 – Minor Equipment;

Section 2 - Severability Provision: If any part of this Resolution is held invalid, the remainder of this Resolution shall continue in effect as if such invalid portion never existed; and

Section 3 - Repeal of Conflicting Resolutions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Resolution are repealed to the extent of such conflict.

PASSED and APPROVED this ______ day of _______________, 2024.

APPROVED:

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STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk