Finance Committee
Meeting Agenda
February 11, 2025
5:00 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

City Council Items To Be Considered

1. **Section II Item 1 from the City Council Agenda: Ordinance Establishing 2025 Fees for Bentonville Public Library** — **Ordinance***

   Ordinance establishing fees for Library materials, programs, services, and facilities for 2025. No budget adjustment is needed.

2. **Section II Item 3 from the City Council Agenda: Resolution to Award Bid IFB-24-96 to Milestone Construction Company for Repairs to Fire Station 4** — **Resolution**

   Resolution to award bid IFB-24-96-Fire Station 4 Storm Repairs to Milestone Construction Company, LLC in the amount of $43,101.29 to repair damages sustained to fire station 4 during the storm on May 26th, 2024. A budget adjustment is needed.

3. **Section II Item 4 from the City Council Agenda: Resolution to Award Bid IFB-24-86 Routine Automotive Vehicle Maintenance and Inspection Services** — **Resolution**

   Resolution awarding bid IFB-24-86 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.

4. **Section II Item 5 from the City Council Agenda: Resolution to Award Bid IFB-24-93 - Routine Emergency Vehicle Maintenance & Inspection Services** — **Resolution**

Resolution to award bid IFB-24-93 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.

5. **Section II Item 6 from the City Council Agenda: Ordinance Waiving Bidding to Purchase Twelve (12) Police Department Vehicles with Upfitting** — **Ordinance***

   An Ordinance authorizing an agreement with Superior Automotive Group, and competitive bid waiver, to purchase twelve (12) Chevrolet Tahoe police vehicles with upfitting. No budget adjustment is needed.

6. **Section II Item 7 from the City Council Agenda: Resolution Authorizing a Capital Expenditure to Purchase Equipment Upgrades for Existing Fleet** — **Resolution**

   A Resolution authorizing budgeted capital funds to be used to retrofit new docks into the Bentonville Police Department's existing fleet. No budget adjustment is needed.

7. **Section II Item 13 from the City Council Agenda: Resolution to Award Bid IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc.** — **Resolution**

   Resolution awarding IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc. for mowing services throughout the year at a weekly rate of $3,979.61, for an estimated annual total of $119,388.00. No budget adjustment is needed.

8. **Section II Item 15 from the City Council Agenda: Ordinance Waiving Competitive Bidding for the 2025 Downtown Bentonville Inc. Services Agreement** — **Ordinance***

   Ordinance approving a bid waiver to Downtown Bentonville, Inc., and authorizing the Mayor and City Clerk enter into an agreement for services for 2025. No budget adjustment is needed.

9. **Section III Item 1 from the City Council Agenda: Resolution Authorizing Water Resource Recovery Facility Fence Repair due to 2024 Storm Event** — **Resolution**

   Approving a Resolution authorizing an agreement with B's Tree & Landscape, in the amount of $36,359.48, for the WRRF and compost facility northern property line clearing and fence replacement, due to damage caused by the May, 2024 storm. Utility Board approved 5-0. A budget adjustment is needed.

10. **Section III Item 2 from the City Council Agenda: Resolution to Amend Bid Award IFB-21-91 with Chemtrade Chemicals US, LLC** — **Resolution**

Approving a resolution to enter in an amended agreement with Chemtrade Chemicals US, LLC. for the continued purchasing of Aluminum Sulfate. Utility Board approved 5-0. No budget adjustment is needed.

11. **Section III Item 3 from the City Council Agenda: Ordinance for a Waiver of Bid to Purchase Equipment for the Barscreen at McKissic Creek Lift Station** **Ordinance***

Approving an Ordinance to waive competitive bidding for the purchase of replacement components for the barscreen at McKissic Creek Lift Station. Utility Board approved 5-0. No budget adjustment is needed.

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Hadi Dudley
Phone:	479-271-3194	**For Department(s):**	Library
Email:	hdudley@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Establishing 2025 Fees for Bentonville Public Library
Action Recommendation & Justification:	Ordinance establishing fees for Library materials, programs, services, and facilities for 2025. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Library Advisory Board reviewed and approved BPL's Fee and Fine Schedule during its February 5, 2025 meeting. Please see the attachment for the full list of Library fees. The highlighted fees indicate an addition or adjustment since last council approval in 2018. An emergency clause is required so that rooms may be reserved.
Amount for Approval:	$

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memorandum

TO: Bentonville City Council, Mayor Stephanie Orman
FROM: Hadi Dudley, Library Director
SUBJECT: Ordinance: Library Fee Schedule
CC: Bonnie Bridges, Patrick Johndrow
DATE: January 30, 2025

A complete Fee and Fine Schedule for Bentonville Public Library (BPL) is attached as Exhibit A. New and updated fees are highlighted, reflecting changes since City Council's last approval in 2018.

Minor adjustments to existing fees reflect increased costs for materials and collection agency services. Cost-recovery fees for supplies related to BPL's new Makerspace are designed to share material and equipment expenditures with patrons at an affordable price.

Meeting room rental rates for non-profit and for-profit users reflect the Library's goal to share stewardship of City of Bentonville property and recoup some operational costs. BPL's priority is to offer a welcoming and comfortable space that is affordable and reasonable, considering both our downtown location and focus on community service. BPL's standard meeting room policies apply to all public reservations.

The Library Advisory Board approved this Fee and Fine Schedule during its February 5, 2025 board meeting. An emergency clause is required in order for BPL to open its meeting room reservation system this month so that public use can begin March 1, 2025.

If you have questions, please email me at hdudley@bentonvillear.com.

Respectfully,
Hadi S. Dudley, Library Director
Bentonville Public Library

ORDINANCE NO.________________

AN ORDINANCE ESTABLISHING THE 2025 BENTONVILLE PUBLIC LIBRARY FEES; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Public Library requests to establish fees for library materials, programs, services, and facilities for 2025;

WHEREAS, minor adjustments to existing fees as shown in the attached Exhibit "A" are needed since council's last approval in 2018; and

WHEREAS, the Library Advisory Board reviewed and approved the 2025 fees, at its February 5, 2025, meeting.

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

Section 1: The Bentonville Public Library 2025 fees, should be and the same is hereby amended as shown in the attached Exhibit "A", hereby adopted by reference as though it was copied herein fully, with fee increases shown in yellow;

Section 2 - Emergency Clause: The need to make this change is immediate, so as not to affect the opening of the meeting room reservation system, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

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

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

PASSED this ______ day of __________________, 2025.

APPROVED:

____

STEPHANIE ORMAN, Mayor

ATTEST:

____

MALORIE MARRS, City Clerk

Exhibit 'A'

Bentonville Public Library: Fee and Fine Schedule

Description	Current	New	Unit of Measurement	Notes
Cost-Recovery Fees				
Non-resident library card	15.00	25.00	per household, per year	
Replacement library card	1.00		per card	
Photocopy/print: black & white	0.15		per page	
Photocopy/print: color	0.30		per page	
Technology use	10.00	0.00	per day	
3D Printing PLA Filament		0.10	per gram	
Vinyl & Die Cutter: paper or sticker		0.50	per page or sticker	
Vinyl & Die Cutter: vinyl		2.00	per foot	
Sewing		2.00	per hour	1 foot minimum
Sewing: embroidery		2.00	per 10,000 stitches	$2.00 minimum
Sewing: serger		4.00	per hour	1 hour minimum
Sewing: backing		0.50	per foot	1 foot minimum
Laminator		0.50	per pouch	
Glowforge: plywood		10.00	12" x 20"	
Glowforge: acrylic		13.00	12" x 20"	
Glowforge: leather		3.00	12" x 20"	
Glowforge: foamboard		1.50	12" x 20"	
Glowforge: cardboard		0.50	12" x 20"	
Glowforge: chipboard pad		0.50	12" x 20"	
Administrative Fee	50.00		per hour	staff assistance, minor cleaning or repairs
Class or workshop		varies	per class or workshop, per person	refundable deposit or cost of materials (ex. $5 or $10)
Miscellaneous items for sale	varies		per item	
Cleaning or repair fee: facility damage	varies		per item	for cleaning or repair costs beyond administrative fee
Meeting Room Rental Fees				
Small Group Meeting and Individual Study Rooms		Free		1 to 2 to 4-person
Arvest Foundation Conference Room (For-Profit)		15.00	2 hours	6-person
Arvest Foundation Conference Room (Non-Profit)		7.50	2 hours	6-person
Kerr Conference Room (For-Profit)		15.00	2 hours	6-person
Kerr Conference Room (Non-Profit)		7.50	2 hours	6-person
Haney Family Conference Room (For-Profit)		25.00	2 hours	25-person
Haney Family Conference Room (Non-Profit)		12.50	2 hours	25-person
Rotary Conference Room (For-Profit)		50.00	2 hours	50-person
Rotary Conference Room (Non-Profit)		25.00	2 hours	50-person
Walmart Foundation Community Room (For-Profit)		150.00	2 hours	250-person
Walmart Foundation Community Room (Non-Profit)		50.00	2 hours	250-person
Early Booking Fee (For-Profit)		500.00		6+ months in advance; not refundable
Early Booking Fee (Non-Profit)		250.00		6+ months in advance; not refundable
Facility Fee		100.00		minimum 1 week notice; ex: furniture moving (stage)
No-show or late cancellations will forfeit entire meeting room fee				minimum 48 hours required
Non-resident library card fee applicable to individuals or groups outside the region				

Description	Current	New	Unit of Measurement	Notes
Library Fines				
Overdue: regular materials	0.10		per item, per day	$2.00 limit
Overdue: specialty materials	1.00		per item, per day	$10.00 limit
Damaged: item repairable	5.00		per item	
Multi-part items: replacement cost per section	varies		per item	
Lost or Damaged: item non-usable	varies		per item	Purchase price, plus $5.00 processing fee, plus overdue fee (if applicable)
Fine for technology returned to the book drops	50.00		per item	
Suspension of Borrowing & Computer Privileges				
$10.00 maximum fines and fees			per individual	
$50.00 maximum fines and fees			per household	
Collection Agency				
Long Overdue/Administration Fee (Collection Agency)	10.00	15.00		Established minimum threshold: $40.00
eCommerce and Credit Cards				
Established minimum threshold: $2.50				Transaction fees are not charged to patrons
Library Card Renewal				
All fees and fines must be paid in total at time of library card renewal				

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Justin Scantlin
Phone:	479-271-5927	**For Department(s):**	Fire
Email:	jscantlin@bentonvillear.com		

Item Type (Check all that apply)

- [ ] Informational
- [x] 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 to Award Bid IFB-24-96 to Milestone Construction Company for Repairs to Fire Station 4
Action Recommendation & Justification:	Resolution to award bid IFB-24-96-Fire Station 4 Storm Repairs to Milestone Construction Company, LLC in the amount of $43,101.29 to repair damages sustained to Fire Station 4 during the storm on May 26th, 2024. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	The damage has been temporarily sealed to prevent water intrusion but permanent repairs are needed to prevent further deterioration and restore the building to the City's expected standards. Milestone Construction Company, LLC was the lowest bid received. This will be funded by General Fund reserves and submitted to FEMA for 75% reimbursement.
Amount for Approval:	$ 43,101.29

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
102020-44430	Building/Ground Maintenance	$ 43,101.29	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS PURCHASING AND COMPLIANCE DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/16/25	Time of Bid Opening:	1:00 PM	IFB-24-96

Solicitation Title: Fire Station 4 Storm Repair

			The Pounds Group, LLC dba Sullivan Contracting Services	Milestone Construction Company, LLC	Diamond C Construction
		Bidders:			
Contractor License Number			**0463220725**	**0156050425**	**0318010625**
Line Item		**Description**	**Base Price**	**Base Price**	**Base Price**
1		Material and Labor	$97,000.00	$43,101.29	$59,990.00
2		Trenching or Excavation Safety Systems	N/A	N/A	N/A
		Total Bid Price	$97,000.00	$43,101.29	$59,990.00
Number of Days Proposed			55	14	10
Line Item	**Subcontrator Type**		**Name**	**Name**	**Name**
3	Plumbing	Name	Action Mechanical	N/A	N/A
		License #	0039780125		
4	Mechanical	Name	Action Mechanical	N/A	N/A
		License #	0039780125		
5	Electrical	Name	Multi-Craft Contractors	N/A	N/A
		License #	0025810525		
6	Metal Roof	Name	Franklin & Son	Pro Clad	Diamond C Construction
		License #	0029380425	0355540325	0318010625

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

TABULATION VERIFICATION

[redacted]

Jessica Engel, Purchasing Specialist

[redacted]

Kelsi Frederick, Purchasing Manager

RESOLUTION NO._______________

A RESOLUTION AWARDING BID IFB-24-96 TO MILESTONE CONSTRUCTION COMPANY, FOR REPAIRS TO FIRE STATION 4, IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND ONE HUNDRED ONE DOLLARS AND TWENTY-NINE CENTS ($43,101.29); ADJUSTING THE 2025 BUDGET TO APPROPRIATE SAID FUNDS FOR THIS PROJECT; AND FOR OTHER PURPOSES.

WHEREAS, repairs are needed for damage sustained to Fire Station 4 due to the May 26, 2024 storm;

WHEREAS, Milestone Construction Company is the lowest qualified bidder for bid IFB-24-96;

WHEREAS, this amount will be submitted to FEMA for seventy-five percent (75%) reimbursement; and

WHEREAS, a budget adjustment is needed.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with Milestone Construction Company, for repairs to Fire Station 4, in an amount not to exceed forty-three thousand one hundred one dollars and twenty-nine cents ($43,101.29);

Section 2: The 2025 Budget is amended to appropriate the same from General Fund Reserves to Account #102020-44430 – Building/Ground Maintenance;

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

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

PASSED AND APPROVED THIS ______ DAY OF _________________, 2025.

APPROVED:

____

STEPHANIE ORMAN, Mayor

ATTEST:

____

MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Marcus Williams
Phone:	479-271-3151	**For Department(s):**	Fire
Email:	mwilliams@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-86 Routine Automotive Vehicle Maintenance and Inspection Services
Action Recommendation & Justification:	Resolution awarding bid IFB-24-86 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This agreement includes engine fluid changes and electrical and mechanical equipment maintenance. Maintenance will be conducted twice a year per unit with units that are used more frequently needing extra service. This ensures our emergency fleet is in a state of readiness at all times. The term of this contract is one year renewable annually upon mutual written agreement for a total maximum term not to exceed three years. Banner Fire Equipment was the lowest bid received.
Amount for Approval:	$

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Account Number 102020-44420

CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT

FORMAL SEALED BID TABULATION

Date of Bid Opening:	1/9/25	Time of Bid Opening:	1:00 PM	IFB-24-86

Solicitation Title: Fire Department Automotive Vehicle Maintenance

		Bidders:	Straightline Automotive	Banner Fire Equipment
GROUP 1: SUV'S & TRUCKS - UNLEADED 4 X 4				
Routine Maintenance and Inspection				
Line Item	**Estimated Quantity**	**Description**	**Unit Price**	**Unit Price**
1	1 Service	Oil change, filter replacement and fluid check	$72.46	$241.44
2	1 Service	Transmission fluid check and add if needed	$27.33	$6.83
3	1 Service	Chassis lube service	$27.33	Included
4	1 Service	Tire air pressure check and adjust if needed	No Charge	Included
5	1 Service	Tire rotation	$51.25	Included
6	1 Service	Inspection	$68.33	Included
7	1 Service	Rear and Front Differential check and add if needed	$54.66	$6.06
8	1 Service	Air Filter check and replacement if needed	$68.33	$22.89
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$27.33	$6.83
Non-Routine/Major Component Failure Repairs				
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$125.00	$185.00
		Subtotal *(the sum of line number 1 though 9)*	$397.02	$284.05
		Estimated Quantity of Vehicles in Group 1	21	21
		Group 1 Pricing	$8,337.42	$5,965.05
GROUP 2: TRUCK'S - DIESEL 4 X 4				
1	1 Service	Oil change, filter replacement and fluid check	$156.46	$246.92
2	1 Service	Transmission fluid check and add if needed	$27.33	$6.83
3	1 Service	Chassis lube service	$27.33	Included
4	1 Service	Tire air pressure check and adjust if needed	No Charge	Included
5	1 Service	Change Fuel Filter once a year	$279.03	$77.42
6	1 Service	Inspection	$68.33	Included
7	1 Service	Rear and Front Differential check and add if needed	$54.66	$6.06
8	1 Service	Air Filter check and replacement if needed	$73.10	$79.17
9	1 Service	Check Coolant, Windshield Washer Fluid, and Brake Fluid adjust as needed	$27.33	$6.83
Non-Routine/Major Component Failure Repairs				
10	1 Hour	Hourly rate for non-routine/major component failure repair work	$125.00	$185.00
		Subtotal *(the sum of line number 1 though 9)*	$713.57	$423.23
		Estimated Quantity of Vehicles in Group 2	11	11
		Group 2 Pricing	$7,849.27	$4,655.53
		Total Bid Price	$16,186.69	$10,620.58
			**Total Bid Price corrected during bid evaluation*	

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

TABULATION VERIFICATION

[redacted] X [redacted]

Jessica Engel, Purchasing Specialist

Kelsi Frederick, Purchasing Manager

RESOLUTION NO._______________

A RESOLUTION AWARDING BID IFB-24-86 TO BANNER FIRE EQUIPMENT, FOR ROUTINE AUTOMOTIVE VEHICLE MAINTENANCE AND INSPECTION SERVICES, PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, routine automotive vehicle maintenance and inspection services are needed for the Bentonville Fire Department;

WHEREAS, Banner Fire Equipment is the lowest qualified bidder for bid IFB-24-86; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Banner Fire Equipment, for routine automotive vehicle maintenance and inspection services for the Bentonville Fire Department, per the unit pricing;

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

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

PASSED AND APPROVED THIS ______ DAY OF _________________, 2025.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Marcus Williams
Phone:	479-271-3151	**For Department(s):**	Fire
Email:	mwilliams@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-93 - Routine Emergency Vehicle Maintenance & Inspection Services
Action Recommendation & Justification:	Resolution to award bid IFB-24-93 to Banner Fire Equipment per the unit prices attached. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This includes engine and pump fluid changes and electrical and mechanical equipment maintenance. This will be conducted twice a year per unit with units that are used more frequently needing extra service. This ensures our emergency fleet is in a state of readiness at all times. The term of this contract is for one year renewable annually upon mutual written agreement for a total maximum term not to exceed three years. Banner Fire Equipment was the lowest bid received.
Amount for Approval:	$

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Account Number 102020-44420

	CITY OF BENTONVILLE, ARKANSAS PURCHASING DEPARTMENT **FORMAL SEALED BID TABULATION**			
Date of Bid Opening:	**1/9/25**	**Time of Bid Opening:**	**1:30 PM**	**IFB-24-93**

Solicitation Title: Fire Department Emergency Vehicle Maintenance

		Bidders:	**Straightline Automotive**	**Banner Fire Equipment**
		FIRE APPARATUS - PUMPERS / LADDERS		
		Routine Maintenance and Inspection		
Line Item	**Estimated Quantity**	**Description**	**Unit Price**	**Unit Price**
		BODY AMD ELECTRICAL 12 VOLT		
1	1 Service	Check Compartment Lights	Not Applicable	Included
2	1 Service	Check Marker Lights	Not Applicable	Included
3	1 Service	Check Warning Lights	Not Applicable	Included
4	1 Service	Check Ground Lights	Not Applicable	Included
5	1 Service	Check Flood & Scene Lights	Not Applicable	Included
6	1 Service	Check All 12V Controls	Not Applicable	Included
7	1 Service	Perform Battery Load Tests and log	Not Applicable	Included
		FIRE PUMP (AS REQUIRED)		
8	1 Service	Perform Vacuum Test	Not Applicable	$92.50
9	1 Service	Check Transfer Valve operation	Not Applicable	Included
10	1 Service	Check Relief Valve Operation	Not Applicable	Included
11	1 Service	Check transfer case oil	Not Applicable	Included
12	1 Service	Lube Controls and Valves	Not Applicable	Included
13	1 Service	Check/Clean Strainers	Not Applicable	Included
14	1 Service	Priming System & Tank inspection	Not Applicable	Included
15	1 Service	Check Gauges	Not Applicable	Included
16	1 Service	Check Drains	Not Applicable	Included
17	1 Service	Check Pump Shift Operation	Not Applicable	Included
18	1 Service	Check/Fill Primer Reservoir (ar)	Not Applicable	Included
19	1 Service	Run pump to check operation	Not Applicable	Included
20	1 Service	Visually inspect foam system for leaks	Not Applicable	Included
21	1 Service	Check foam level indicators	Not Applicable	Included
		BODY ELECTRICAL 120 - VOLT		
22	1 Service	Check Systems Operation	Not Applicable	Included
23	1 Service	Check Generator Power Output on display	Not Applicable	Included
24	1 Service	Check All 120-Volt Receptacles	Not Applicable	Included
25	1 Service	Check All 120-Volt Light	Not Applicable	Included
		WATER TANK		
26	1 Service	Check for leaks	Not Applicable	Included
27	1 Service	Check Hoses & Fittings	Not Applicable	Included
28	1 Service	Check Tank Level Indicator	Not Applicable	Included
		AIR SYSTEM		
29	1 Service	Check for Leaks/Damage	Not Applicable	Included
27	1 Service	Check air dryer cartridge	Not Applicable	Included
28	1 Service	Drain water from air tanks	Not Applicable	Included
		ENGINE		
32	1 Service	Change oil	$475.87	$386.32
33	1 Service	Replace Oil Filter(s)	$475.87	$51.29
34	1 Service	Replace Fuel Filter(s)	$221.93	$120.97
35	1 Service	Replace Air Filter (ar)	$469.07	$193.64
36	1 Service	Replace Coolant Filter(s)	$242.06	Not Applicable
37	1 Service	Check/Adjust Fluid Levels	$27.33	$627.75
38	1 Service	Check Drive Belts	No Charge	Included
39	1 Service	Check for Fluid Leaks	No Charge	Included
40	1 Service	Check Engine Mounts	No Charge	Included
41	1 Service	Check Exhaust System	No Charge	Included
42	1 Service	Check Oil Pressure	No Charge	Included
43	1 Service	Check Air Pressure	No Charge	Included
44	1 Service	Check Coolant Protectant Level	No Charge	Included
45	1 Service	Check P/S Filter	No Charge	Included
		DRIVETRAIN		
46	1 Service	Lubricate Chassis (ar)	$62.50	Included
47	1 Service	Check Clutch & Linkage	No Charge	Included

48	1 Service	Check Real Axle(s) Fluid	No Charge	Included
49	1 Service	Check Axle Seals	No Charge	Included
50	1 Service	Check Fuel Tank Straps for Rust	No Charge	Included
51	1 Service	Lubricate Universal Joints	$62.50	Included
52	1 Service	Check Snow Chains (ar)	$62.50	Included
CAB				
53	1 Service	Check Mounting Bolts	Not Applicable	Included
54	1 Service	Check Instruments	Not Applicable	Included
55	1 Service	Check Controls	Not Applicable	Included
56	1 Service	Check all Glass	No Charge	Included
57	1 Service	Check Window Operation	No Charge	Included
58	1 Service	Check Seats & Seatbelts	No Charge	Included
59	1 Service	Check Door Hinges and Latches	No Charge	Included
60	1 Service	Check Wipers and Washers	No Charge	Included
61	1 Service	Check Running Lights	No Charge	Included
62	1 Service	Check Warning Lights	No Charge	Included
63	1 Service	Check Horns and Sirens	No Charge	Included
64	1 Service	Check Heater and Defroster	No Charge	Included
65	1 Service	Check A/C Operation & Outlet Temperature	No Charge	Included
TRANSMISSION				
66	1 Service	Check Fluid Level	No Charge	Included
67	1 Service	Check For Leaks	No Charge	Included
68	1 Service	Check Linkage	No Charge	Included
69	1 Service	Check Lock-up Operation	No Charge	Included
70	1 Service	Check PTO	No Charge	Included
TIRE / WHEELS				
71	1 Service	Check and adjust tire pressures	No Charge	Included
72	1 Service	Check Tire Wear and Condition	No Charge	Included
73	1 Service	Check Front Brakes	No Charge	Included
74	1 Service	Check Rear Brakes	No Charge	Included
Non-Routine / Major Component Failure Repairs				
75	1 Hour	Hourly rate for non-routine/major component failure repair work	$125.00	$185.00
Subtotal *(the sum of line number 1 though 74)*			$2,099.63	$1,472.47
Estimated Quantity of Vehicles			15	15
Fire Apparatus - Pumpers / Ladders Pricing			$31,494.45	$22,087.05
			**Total Bid Price corrected during bid evaluation*	
purchasing@bentonvillear.com - (479) 271-3115				
TABULATION VERIFICATION				

[redacted]

Jessica Engel, Purchasing Specialist

[redacted]

Kelsi Frederick, Purchasing Manager

RESOLUTION NO._______________

A RESOLUTION AWARDING BID IFB-24-93 TO BANNER FIRE EQUIPMENT, FOR ROUTINE EMERGENCY VEHICLE MAINTENANCE AND INSPECTION SERVICES, PER UNIT PRICING; AND FOR OTHER PURPOSES.

WHEREAS, routine emergency vehicle maintenance and inspection services are needed for the Bentonville Fire Department;

WHEREAS, Banner Fire Equipment is the lowest qualified bidder for bid IFB-24-93; and

WHEREAS, this is a budgeted item.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract with Banner Fire Equipment, for routine emergency vehicle maintenance and inspection services for the Bentonville Fire Department, per the unit pricing;

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

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

PASSED AND APPROVED THIS ______ DAY OF _________________, 2025.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Ray Shastid
Phone:	479-271-3130	**For Department(s):**	Police Department
Email:	ray.shastid@bentonville.arkansas.gov		

Item Type (Check all that apply)

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

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Bidding to Purchase Twelve (12) Police Department Vehicles with Upfitting
Action Recommendation & Justification:	An Ordinance authorizing an agreement with Superior Automotive Group, and competitive bid waiver, to purchase twelve (12) Chevrolet Tahoe police vehicles with upfitting. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Superior Automotive Group has agreed to the State bid pricing. Superior has 5 remaining 2024 Chevrolet Tahoes PPV 4WD available at a discounted rate below 2025 State bid pricing. The rest are purchased at 2025 State bid pricing. All vehicles are purchased at or below State bid pricing. This allows the "warranty in-service date" to begin upon delivery of the fully equipped and operational vehicle, effectively extending the city's warranty. An emergency clause is needed.
Amount for Approval:	$ 950,041.88

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman

FROM: Ray Shastid, Chief of Police

DATE: February 11, 2025

SUBJECT: Bentonville Police Department – 2025 vehicle purchases and upfitting waiver of bid

---

The Police Department is requesting a waiver of bid to purchase emergency equipment and upfitting for (12) police department budgeted vehicles.

The vehicles will be purchased from Superior Automotive Group in Siloam Springs, **at State bid pricing**, to include options. Superior will provide and install police equipment for all vehicles, upfitting, not to exceed $307,962.88.

This waiver of competitive bidding streamlines the upfitting process of police vehicles and adheres to spending requirements. The waiver would also result in a "warranty in service date" to begin when the completed vehicle is delivered and ready for service, extending the city's effective warranty of each vehicle. Having the equipment installed by the dealer will also protect the manufacturer's warranty of each vehicle and offer an installation warranty for the life of the vehicle. See attached equipment list and pricing.

Superior Chevrolet has (5) remaining 2024 Chevrolet Tahoes PPV 4WD available at a discounted rate, below the 2025 State bid pricing of $54,418.20. The have offered to sale these vehicles at $52,212.00 each. This is a savings of $2,206.20 per Tahoe; total savings of $11,031.00.

Six (6) Chevrolet Tahoe's will be 2025 Chevrolet Tahoe PPV 4wd replacements at $54,418.20 each (State bid pricing). One of these will be equipped as a K9 unit.

The remaining vehicle, (1) a 2025 Chevrolet Tahoe 5W4 will be an admin vehicle at a cost of $54,509.80 (State bid pricing).

Additional savings come at the point of sale, with no additional taxes added for equipment and installation, if purchased as a package from Superior Automotive Group. See attached upfitting quotes.

MEMORANDUM

PURCHASING AND COMPLIANCE DEPARTMENT

TO: ADMINISTRATION

FROM: Kelsi Frederick, Purchasing and Compliance Manager

DATE: February 4, 2025

SUBJECT: Police Vehicle Upfitting

The Purchasing and Compliance Department has reviewed the request for a waiver of competitive bidding for the purchase of emergency equipment and upfitting for twelve (12) Police Department vehicles from Superior Automotive Group in Siloam Springs at State contract pricing. Based on this review, we recommend City Council approval of the ordinance authorizing this waiver.

The purchase utilizes State contract pricing, ensuring competitive and pre-negotiated rates in compliance with Arkansas procurement regulations. Approving this waiver streamlines the upfitting process, reducing delays and ensuring that vehicles are ready for immediate deployment. Emergency equipment installation by the dealer preserves the manufacturer's warranty and includes an installation warranty for the lifespan of each vehicle. An emergency clause is required to prevent delays that could hinder law enforcement operations and impact public safety.

The Purchasing and Compliance Department supports the approval of this ordinance to ensure the timely and compliant acquisition of necessary equipment.

Please feel free to contact me with any questions.

Kelsi Frederick

(479) 271-3115

kfrederick@bentonvillear.com

SUPERIOR
AUTOMOTIVE GROUP
Fleet and Commercial Sales

GMC CHEVROLET Ford Jeep CHRYSLER DODGE RAM

Attn: CITY OF BENTONVILLE
POLICE DEPT

1-24-25
JV

Vehicle **2025 TAHOE PPV**

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN 54IN B/W LEGACY LB PKG INCLUDES	$ 3,300.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS54 PILLAR LIGHTS	$ 1,003.26
2	WHELEN I3JC	$ 201.20
1	HG2 B/W SIDE RUNNER KIT	$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	$ 1,433.44
	VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	
1	HAVIS DS-PAN-1505-4 DOCK STATION	$ 1,231.60
1	LTRON 4910LR-152-LTRK-MM SCANNER	$ 501.60
1	JOTTO 475-1675 PARTITION	$ 769.38
1	JOTTO 475-1674 HSEP	$ 105.29
1	JOTTO 475-1682 CARGO BARRIER	$ 471.24
1	475-1763 W/A DOOR	$ 497.98
1	BLACK RAC AR/870 MOUNT	$ 904.56
1	PANASONIC ARB-HDVC35 W/ANTENNAS	$ 9,462.10
1	CEM8 EXP MODULE	$ 80.00
1	WHELEN CHOWLER	$ 574.43
1	WHELEN 3SRCCDCR LIGHT	$ 48.00
1	STINGER 75832 LIGHT KIT	$ 170.00
	BROTHER PJ822-VK PRINTER	$ 457.70
1	SETINA 2 DRAWER W STANDARD LOCK	$ 1,785.00
	Freight	$ 225.00
	shop supplies	$ 125.00
		$ -
	Installation Labor	$ 2,825.00

Total Upfit $ 26,828.78

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
304 S Lincoln St
Lowell AR 72745

SUPERIOR
AUTOMOTIVE GROUP
Fleet and Commercial Sales

Attn: CITY OF BENTONVILLE
POLICE DEPT

1-24-25
JV

Vehicle **2025 TAHOE PPV K9**

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	$ 3,150.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
1	RPWS54 PILLAR LIGHTS	$ 1,003.26
2	WHELEN I3JC	$ 201.20
1	HG2 B/W SIDE RUNNER KIT	$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	$ 1,433.44
	VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	
1	HAVIS DS-PAN-1505-4 DOCK STATION	$ 1,231.60
1	LTRON 4910LR-152-LTRK-MM SCANNER	$ 501.60
1	HAVIS K9-C26 WHITE K9 ENCLOSURE	$ 3,085.13
1	K9-A-201 HOT N POP KIT	$ 1,949.32
1	K9-A-104 COOLING FAN AND MOUNT OPTION	$ 407.38
1	K9-A-336 PAGER SYSTEM	$ 524.12
	K9-A-306 ENGINE STALL SENSOR	$ 177.60
1	BLACK RAC AR/870 MOUNT	$ 904.56
1	PANASONIC ARB-HDVC35 W/ANTENNAS	$ 9,462.10
1	CEM8 EXP MODULE	$ 80.00
1	WHELEN CHOWLER	$ 574.43
1	WHELEN 3SRCCDCR LIGHT	$ 48.00
1	STINGER 75832 LIGHT KIT	$ 170.00
	BROTHER PJ822-VK PRINTER	$ 457.70
1	SETINA 2 DRAWER STANDARD LOCK	$ 1,785.00
	Freight	$ 475.00
	shop supplies	$ 125.00
		$ -
	Installation Labor	$ 3,450.00

Total Upfit $ 31,853.44

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
304 S Lincoln St

SUPERIOR
AUTOMOTIVE GROUP
Fleet and Commercial Sales

Attn: CITY OF BENTONVILLE
POLICE DEPT

1-24-25
JV

Vehicle **2025 TAHOE ADMIN**

Emergency Equipment Upfit

Qty	Description	Price Total
1	WHELEN INNER EDGE PKG INCLUDES	$ 3,150.00
	C399 CORE CONTROL HEAD SPEAKER AND BRKT	
2	WHELEN I3JC	$ 201.20
1	HG2 B/W SIDE RUNNER KIT	$ 657.00
1	HAVIS CONSOLE PKG-VSX-1800-TAH-PM-1	$ 1,433.44
	VSX CONSOLE FOR 2025 NOT AVAIL TILL SPRING	
1	CEM8 EXP MODULE	$ 80.00
	Freight	$ 375.00
	shop supplies	$ 125.00
		$ -
	Installation Labor	$ 1,800.00

Total Upfit $ 7,821.64

Jeremy Mcallister/John Vest
Superior Automotive Group
Fleet and Upfitting
304 S Lincoln St
Lowell AR 72745
Cell: JM 479-616-4348
JV 479-549-8335

2025 State Vehicle Contract

Item #	Description	Model	Price	Vendor	Vendor #	OA #	MPG City	MPG Hwy
		Sedans						
2	4dr Compact Sedan	Dodge Hornet GT AWD	$31,296.00	Red River Dodge	100254267	4600055701	21	29
3	4dr Mid-Size Sedan	Kia K4 LX	$23,540.00	Steve Landers Chrysler	100144591	4600055682	34	40
4	4dr Large Sedan	Kia K5 LX	$28,640.00	Steve Landers Chrysler	100144591	4600055682	26	37
		TRUCKS						
7	1/2 Ton Truck, Reg. Cab, 4x2	Ford F-150	$35,443.00	Mark McLarty Ford	100223045	4600055704	16	24
8	1/2 Ton Truck, Reg. Cab, 4x4	Chevy CK10703	$39,566.60	Bale Chevrolet	100095671	4600055680	N/A	N/A
		VANS & SUV						
13	5 Passenger Small Sport, 4WD	Jeep Compass 4x4	$26,300.00	Red River Dodge	100254267	4600055701	24	32
14	8 Passenger Std. Sport, 2WD	Kia Telluride LX	$38,581.00	Steve Landers Chrysler	100144591	4600055682	20	26
15	8 Passenger Std. Sport, 4WD	Kia Telluride S AWD	$43,480.00	Steve Landers Chrysler	100144591	4600055682	18	24
16	8 Passenger Std. Sport, 2WD	Jeep Wagoneer L	$53,353.00	Red River Dodge	100254267	4600055701	19	23
		HYBRID / ALTERNATIVE VEHICLES						
20	Ford C-Max Hybrid 4-Door	Ford Escape PHEV	$40,000.00	Red River Ford	100244944	4600055681	36	44
		POLICE VEHICLES						
25	Campus Security Mid-Size Sedan, 4-Door	Kia K4 LX	$23,540.00	Steve Landers Chrysler	100144591	4600055682	34	40
29	Chevy Tahoe, 2WD, **Police Pursuit**	Chevy PPV Tahoe	$51,684.00	Bale Chevrolet	100095671	4600055680	N/A	N/A
30	Chevy Tahoe Special Service, **4WD**	Chevy Tahoe	$54,509.80	Bale Chevrolet	100095671	4600055680	N/A	N/A
31	Chevy Tahoe, 4WD, **Police Pursuit**	Chevy Tahoe	$54,418.20	Bale Chevrolet	100095671	4600055680	N/A	N/A
32	Chevy Silverado 1500, 4WD, Crew Cab	Chevy CK10543 SSV	$46,769.40	Bale Chevrolet	100095671	4600055680	17	18
33	Ford SuperCrew F-150, 4WD, Crew Cab	Ford F-150 Police Responder	$45,404.00	Mark McLarty Ford	100223045	4600055704	17	23
34	Dodge Durango Special Service, RWD	Dodge Durango	$38,151.00	Steve Landers Chrysler	100144591	4600055682	18	25
		BI-FUEL & DEDICATED CNG VEHICLES						
35	Ford F-250 Bi-Fuel Regular Cab, 3/4 Ton, 4x2	Ford F-250	$41,079.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A
36	Ford F-250 Bi-Fuel Super Cab, **3/4** Ton, **4x2**	Ford F-250	$43,368.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A
37	Ford F-250 Bi-Fuel Crew Cab, 3/4 Ton, 4x2	Ford F-250	$44,681.00	Mark McLarty Ford	100223045	4600055704	N/A	N/A

ORDINANCE NO. ___________

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH SUPERIOR AUTOMOTIVE GROUP, FOR THE PURCHASE AND UPFITTING OF TWELVE (12) VEHICLES FOR THE BENTONVILLE POLICE DEPARTMENT, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FIFTY THOUSAND FORTY-ONE DOLLARS AND EIGHTY-EIGHT CENTS ($950,041.88); WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, Superior Automotive Group has agreed to 2025 State bid pricing, with 2024 vehicles being sold below State bid pricing; therefore, bidding would not result in competitive submittals;

WHEREAS, the Bentonville Police Department requests to purchase and upfit twelve (12) vehicles total; and

WHEREAS, this agreement will be funded with budgeted monies.

NOW, THEREFORE, BE IT ORDAINED 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 Superior Automotive Group in Siloam Springs, for the purchase and upfitting of twelve (12) vehicles for the Bentonville Police Department, in an amount not to exceed nine hundred fifty thousand forty-one dollars and eighty-eight cents ($950,041.88);

<u>Section 2</u>: This purchase will be made using budgeted funds;

<u>Section 3</u>: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase and upfit of twelve (12) vehicles for the Bentonville Police Department;

<u>Section 4 - Emergency Clause</u>: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

<u>Section 5 - Severability Provision</u>: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

<u>Section 6 - Repeal of Conflicting Provisions</u>: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this _______ **day of** __________________**, 2025.**

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Ray Shastid
Phone:	479-271-3170	**For Department(s):**	Police
Email:	ray.shastid@bentonville.arkansas.gov		

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
- [x] Resolution
- [ ] Informational

Title, Recommendation & Justification

Title:	Resolution Authorizing a Capital Expenditure to Purchase Equipment Upgrades for Existing Fleet
Action Recommendation & Justification:	A Resolution authorizing budgeted capital funds to be used to retrofit new docks into the Bentonville Police Department's existing fleet. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This request makes use of savings in the Police Department's Capital Vehicles account (102010-47420). These savings are needed to fund the department's Mobile Data Computer upgrades approved in 2025. The funds are part of the 2025 budget but not allocated to this project.
Amount for Approval:	$ 12,702.00

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

MEMORANDUM

Police Department

TO: City Council and Mayor Stephanie Orman

FROM: Ray Shastid, Chief of Police

DATE: February 11, 2025

SUBJECT: Bentonville Police Department – 2025 vehicle purchases and upfitting waiver of bid

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The Police Department is requesting to use additional savings in the Capital Vehicles account (102010-47420) for retrofitting new docks into our existing fleet as part of our Mobile Data Computer upgrades approved in 2025. The cost of the retrofitting is $12,702.00 (includes sales tax).

These funds are already budgeted but not tied to the Mobile Data Computer upgrade project.

RESOLUTION NO._______________

A RESOLUTION AUTHORIZING 2025 CAPITAL FUNDS TO BE USED FOR THE PURCHASE OF EQUIPMENT UPGRADES FOR THE BENTONVILLE POLICE DEPARTMENT'S EXISTING FLEET; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Police Department budgeted 2025 funds in its Capital Vehicles account (102010-47420) for vehicle purchase;

WHEREAS, due to cost savings, there is money left over in said account that will not be used for the purchase of vehicles;

WHEREAS, the Bentonville Police Department requests that twelve thousand seven hundred two dollars ($12,702.00) of that savings be allocated to fund its mobile data center upgrades project, which will retrofit new docks into the department's existing fleet; and

WHEREAS, because these funds are in a capital account and allocated for vehicle purchasing, a Resolution is needed to approve reallocation to a different project.

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

<u>Section 1</u>: 2025 funds budgeted in Account #102010-47420 – Capital Vehicles, for vehicle purchase, in the amount of twelve thousand seven hundred two dollars ($12,702.00) are hereby allocated to fund mobile data center upgrades for the Bentonville Police Department;

<u>Section 2</u>: No budget adjustment is needed as the monies remain in the same 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 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 AND APPROVED THIS ______ DAY OF _________________, 2025.

APPROVED:

____

STEPHANIE ORMAN, Mayor

ATTEST:

____

MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Scott Mendenhall
Phone:	(479) 271-3190	**For Department(s):**	Parks and Recreation
Email:	smendenhall@bentonvillar.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Award Bid IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc.
Action Recommendation & Justification:	Resolution awarding IFB-24-92 Parks Mowing Services to Brightview Landscape Services, Inc. for mowing services throughout the year at a weekly rate of $3,979.61, for an estimated annual total of $119,388.00. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	Increased park use and the additions of new parkland necessitated strategies to efficiently manage workload without significantly increasing full time staffing levels. This contract is for a one year term renewable annually through 2028.
Amount for Approval:	$ 119,388.00

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

Thru: David Wright, Parks and Recreation Director

From: Scott Mendenhall, Parks Maintenance Manager

Date: January 24, 2025

Re: Bid Award, in the amount of $119,388.00 to Brightview Landscape Services for Mowing Services for Parks and Recreation.

The Parks and Recreation Department requests City Council approval to award Bid IFB-24-92 to Brightview Landscape Services, Inc. for mowing services for various city park properties. Brightview submitted the lowest responsive bid with a weekly mow rate of $3,979.61, for an estimated annual total of $119,388.00. The contract is for a one-year term, renewable annually through 2028.

As Bentonville's parks system continues to grow, the department has relied on contract labor to supplement the mowing of park properties. Increased park use and the addition of new parklands have necessitated strategies to efficiently manage workload without significantly increasing full-time staffing levels.

The previous contract for mowing park properties expired in 2024, prompting the department to issue a new Invitation for Bid (IFB) in 2025 to continue this essential service. The scope of work under the new contract includes weekly mowing of park properties, aligning with the department's overall park, trail, and green space maintenance schedule. Contracting these routine mowing tasks enables the department's staff to focus on maintaining high-profile parks and high-maintenance athletic fields.

The department recommends approving the award of Bid IFB-24-92 to Brightview Landscape Services, Inc. This partnership will ensure the continued maintenance of city parks and green spaces while allowing staff to prioritize areas requiring specialized care.

20 Locations were selected: Park Springs Park, Back of Park Springs, North Bentonville Trail "Slaughter Pen Phase 1", Slaughter Pen Bike Park, Old Tiger Track, Bark Park/Bike Park, North Walton Trail, Enfield Park, Lawrence Plaza and Trail, Town Branch Park and Trail, Durham Park, Gilmore Park and Trail, NE A St Park, Austin Baggett Park, Train Station

Park and Trail, Dave Peel Park, Lake Bentonville Park, Two Cities Trail, Merchants Park, and Wildwood Park.

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:	12/12/24	Time of Bid Opening:	1:00:00 PM CST	IFB-24-92

Solicitation Title: Parks Mowing Services

		Bidders:	DMC & Landscaping, LLC	Titan Lawn & Landscape	Caywood Lawn and Landscaping	Martel's Landscaping and Fencing	BrightView Landscape Services, Inc.
Line Item	Approximate Acreage, Mileage or Feet	Description Park Or Trail Name and Address	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**	Price Per Weekly Mow/Cycle (Unit Price) **Includes Tax**
1	1.9 ACRES	Park Springs Park *300 NW 10th St*	$165.00	$172.46		$219.00	$130.78
2	1 ACRE	Back of Park Springs *301 Tiger Blvd*	$85.00	$86.23		$136.88	$130.78
3	0.25 MILE	Wishing Springs Trail "Mid Wishing" *US HWY 71/I49 Interchange*	$128.00	$172.46		$82.13	$130.78
4	0.5 MILE	North Bentonville Trail "New Wishing" *2898 NW A St*	$185.00	$191.63		$164.25	$130.78
5	1 MILE	North Bentonville Trail "Slaughter Pen Phase 1" *2898 NW A St*	$420.00	$273.75	*Bid submission was deemed invalid due to failure to include a signed and notarized Non-Collusion Affidavit resulted in the bid submission being rejected.*	$197.10	$196.14
6	12 ACRES	Slaughter Pen Bike Park *2898 NW A St*	$1,020.00	$821.25		$985.50	$697.36
7	5.33 ACRES	Old Tiger Track *517 Tiger Blvd*	$450.00	$287.44		$465.38	$283.32
8	4.3 ACRES	Bark Park/Bike Park *2400 N Walton Blvd*	$365.00	$547.50		$410.63	$261.51
9	0.65 MILE	North Walton Trail *2400 N Walton Blvd*	$295.00	$136.88		$197.10	$130.78
10	0.88 MILE	North Walton Trail (South End) *1401 N Walton Blvd*	$400.00	$136.88	[redacted]	$197.10	$196.14
11	1.52 ACRES	Enfield Park *1205 NE Waverly Way*	$130.00	$172.46		$197.10	$130.78
12	0.18 MILE	Lawrence Plaza and Trail *215 NE A St*	$85.00	$114.98		$136.88	$130.78
13	1.25 ACRES	Town Branch Park and Trail *401 SE 2nd St*	$100.00	$172.46		$164.25	$152.56
14	0.71 ACRE	Durham Park *913 Durham Place*	$60.00	$114.98		$136.88	$130.78
15	1.72 ACRES	Gilmore Park and Trail *501 SW D St*	$145.00	$229.95		$141.63	$130.78
16	0.82 ACRE	NE A St Park *906 NE A St*	$75.00	$143.72		$136.88	$130.78
17	1.43 ACRES	Austin Baggett Park *601 SE D St*	$100.00	$172.46		$164.25	$130.78
18	1.43 ACRES	Train Station Park and Trail *400 S Main St*	$100.00	$114.98		$164.25	$152.56
19	1.75 ACRES	Dave Peel Park *206 E Central Ave*	$140.00	$172.46		$164.25	$174.33
20	4 ACRES	Lake Bentonville Park *2100 SW I St*	$320.00	$344.93		$394.20	$348.70
21	1.5 MILES	Two Cities Trail *801 SW I St*	$525.00	$273.75		$306.60	$217.95
22	5.26 ACRES	Merchants Park *201 Elm Tree Rd*	$420.00	$402.11		$438.00	$174.33
23	1.62 ACRES	Wildwood Park *3800 SW Bright Rd*	$100.00	$172.46		$197.10	$143.83
		Total Bid Price	$5,813.00	$5,428.18		$5,797.34	$4,437.31

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

TABULATION VERIFICATION

[redacted]

[redacted]

RESOLUTION NO.______________

A RESOLUTION AWARDING BID IFB-24-92 TO BRIGHTVIEW LANDSCAPE SERVICES, INC., FOR PARKS AND RECREATION YEARLY MOWING SERVICES, AT A WEEKLY RATE OF THREE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS AND SIXTY-ONE CENTS ($3,979.61), NOT TO EXCEED IN TOTAL ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS ($119,388.00); AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Parks and Recreation department requires mowing services for various city park properties;

WHEREAS, Brightview Landscape Services is the lowest qualified bidder for bid IFB-24-92; and

WHEREAS, this is a budgeted item.

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

<u>Section 1</u>: The Mayor and City Clerk are authorized to enter into a contract with Brightview Landscape Services, for parks mowing services, in a total amount not to exceed one hundred nineteen thousand three hundred eighty-eight dollars ($119,388.00);

<u>Section 2 - 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 3 - 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 AND APPROVED THIS ______ DAY OF ________________, 2025.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	David Wright, Parks and Recreation Directc
Phone:	479.271.6813	**For Department(s):**	Parks and Recreation
Email:	dwright@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Ordinance Waiving Competitive Bidding for the 2025 Downtown Bentonville Inc. Services Agreement
Action Recommendation & Justification:	Ordinance approving a bid waiver to Downtown Bentonville, Inc., and authorizing the Mayor and City Clerk enter into an agreement for services for 2025. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	.
Amount for Approval:	$ $50,000

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

Memo

To: City Council, Mayor Orman

From: David Wright, Parks and Recreation Director

Date: January 31, 2025

Re: City Council approval of an ordinance waiving competitive bidding and authorizing the Mayor and City Clerk to enter into an agreement for services with Downtown Bentonville, Inc.

City Staff is seeking City Council's approval of an ordinance, waiving competitive bidding for services and authorizing the Mayor and City Clerk to enter into an agreement with Downtown Bentonville, Inc (DBI). Duration of the agreement is from January 1, 2025, through December 31, 2025. This fee represents a $50,000 annual fee, the budgeted amount for 2025.

This agreement, like the agreement of previous years, authorizes DBI to produce and charge fees for family friendly, community-based events on / around the Downtown Bentonville Square. These events include Farmers Markets, First Fridays, 1 Toyland event (per direction from Walmart), a Small Business Saturday based event, the Lighting of the Square and the Christmas Parade. While the City will support these events, the contract states the responsibility falls on DBI to plan, promote, produce and evaluate these events annually. In addition to these major events, DBI is responsible for creating and maintaining a public calendar of events held on or / the Square. Finally, DBI staff is required to attend the monthly Traffic, Safety and Signage Committee. This allows for further coordination of events, if necessary.

This year's contract valued is a total of $50,000 for services. Prior to 2022, for many years, the City's annual payment to DBI was $30,000. In 2022, the City increased this payment amount to $35,000 to assist with the production of Bentonville Together Community Celebration. However in 2024, DBI was unable to produce Bentonville Together. So the annual payment reverted back to $30,000 in 2024. Moving forward, with the soon to be completed of the A Street Promenade, we have asked DBI to resume production of this event, plus add additional events and festivals to help maximize this major public investment to create the unique sense of space we desire and produce as much economic development as possible.

Downtown Bentonville is agreeing by starting a new family friendly movie series as well as live music. These will eventually take place in the Quilt of Parks' amphitheater, but this year will occur in the public spaces on the completed Promenade. It's a great opportunity to bring more people to Downtown Bentonville to utilize these spaces that were created for our community. In addition, we required DBI to raise additional funds outside city funds. This task is well underway with a funding plan in place. The City's investment into these new events are minimal when compared to the overall cost of the program. The ROI should produce a great outcome of our citizens.

As stated, in addition to funds, City of Bentonville Staff provides labor and support for each of these community events. For example, Police and Fire are present and attend to emergencies during each public event. Parks and Recreation Staff provides set up and tear down support, as well as trash control during each event. This contribution is significant to our operating budget, so these services are outlined in the agreement.

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

Attachments:
Agreement for Services with Downtown Bentonville, Inc.

PROFESSIONAL SERVICES AGREEMENT

DOWNTOWN BENTONVILLE, INC.

CITY OF BENTONVILLE, AR

WHEREAS, the City of Bentonville (City), a municipal corporation, and Downtown Bentonville, Inc. (DBI), a not-for-profit entity, are desirous of fostering community growth and prosperity through event programming within the City;

WHEREAS, DBI has specific knowledge of the City's programming goals and its work and reputation make it uniquely qualified to perform this service;

WHEREAS, this Agreement outlines the services provided to the City by DBI in exchange for the consideration provided herein; and

WHEREAS, general services include the development and implementation of strategies and plans for downtown Bentonville and enhancements that include, but are not limited to, infrastructure, events, marketing, communications, downtown business support, programming, third party event liaising, and other economic development activities.

NOW, THEREFORE, BE IT AGREED by and between the aforementioned parties that:

Section 1: Event Production, Coordination, and Administration

A. DBI shall have use of the A Street Promenade the complete footprint of which is shown in the attached Exhibit "A", during all DBI programmed hours. To facilitate such, the City agrees to enter into a lease agreement with DBI for the exclusive use of the A Street Promenade during events provided subject to this Agreement.
B. DBI is responsible for creating rules and guidelines (Rules) governing the use, management, and operation of the A Street Promenade during DBI's use under this Agreement. The Rules shall be approved by DBI's Board of Directors with input from City staff as needed, and are subject to all Federal, State, and Local laws. Any modifications to previously approved Rules will also be approved by DBI's Board of Directors.
C. DBI shall serve as a liaison and representative for any third-party events submitted to take place on the A Street Promenade or otherwise around the Bentonville Square. DBI will assist third-parties with obtaining permits, street closures, or any other necessary document needed to execute the event. DBI's role includes ensuring that approved events provide value for downtown, do not overlap with City or other previously approved events, are supported and communicated to downtown stakeholders, do not impede business activities, and comply with existing laws and regulations.
D. DBI will provide a central point of contact (via a designated employee) for downtown event coordination. Said employee shall attend all City Traffic, Safety and Signage Committee meetings. DBI's point of contact will coordinate with City departments, including Police, Fire, Parks & Recreation, Street, Legal, and any other affected departments.

E. Pursuant to this Agreement, DBI shall produce and events public events for the City that include, but are not limited to the following:

a. **Farmers Market**: DBI will manage, secure suppliers, promote, advertise, and continue to grow the City's farmers marked for the sale of various good and food items. Except for instances where advance permission is given by the City, Saturday Farmers Markets will be held each Saturday from April through October and Wednesday Farmers Markets will be held each Wednesday from May through September.
b. **First Friday**: DBI will manage, secure suppliers, promote, and advertise seven (7) Bentonville First Friday events to occur on the first Friday of the Month from April through October.
c. **Small Business Saturday**: DBI will organize, produce, promote, manage, secure suppliers, and advertise one (1) event in support of small businesses in the City. This event will take place on a Saturday between the months of April and October.
d. **Lighting of the Square**: DBI will manage, secure suppliers, promote, and advertise the City's lighting of the square event. This event is branded the "City of Bentonville Lighting of the Square". DBI leads the event team which includes members of the City's Parks & Recreation and Police departments along with other City staff as needed. This event team works together to produce the event highlighting the City's holiday lights as an attraction while promoting local downtown retail and restaurant businesses. This event occurs in November.
e. **Christmas Parade**: DBI will manage, promote, advertise, and solicit and coordinate entries for the City's Christmas parade. DBI will coordinate with City staff to determine the parade route. This event occurs in December.
f. **Bentonville Together**: This event will only occur with prior City authorization. DBI will organize, produce, manage, secure suppliers, promote, and advertise one (1) Bentonville together event.
g. **Festival**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for three (3) festival style events. These events will be pre-approved by the City.
h. **Music Series**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for a series of music events on the landing.
i. **Fine Art Market**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for a fine art market. This event is held in conjunction with the Farmers Market occurring every Saturday from April through October.
j. **Movie Nights**: DBI will organize, produce, manage, promote, advertise, and secure suppliers for City approved movie nights. This is a family friendly event showing G or PG rated movies.

k. **Community Engagement**: DBI will organize, produce, manage, promote, advertise, and secure suppliers, if needed, for weekly community engagement events.

Section 2: DBI Obligations

A. In addition to the enumerated events above, DBI will continue to look for avenues to attract people into the downtown area of the City.
B. DBI will build and manage a website for the A Street Promenade. The City will own any domain name (URL) designated for said website and will pay for the same outside of the consideration given for this Agreement.
C. DBI will market the City as a partner in all events performed under this Agreement.
D. DBI will market and promote the A Street Promenade to ensure maximum activation of the space for the benefit of the City.
E. DBI may only cancel the date of a scheduled event, or set a new date for a scheduled event, with at least thirty (30) days advance notice and permission of the City. In the case of severe weather, impossibility, or unfavorable conditions that would irreparably disrupt the event, the notice requirement will be waived.
F. DBI will submit quarterly reports to the City accurately reflecting all performance under this Agreement.
G. DBI will provide a professionally qualified staff to carry out the terms of this Agreement. Said staff will give such technical advice to the City, as may be necessary to effectuate the purposes, goals, and requirements of this Agreement.
H. DBI agrees to devote substantial time, interests, and energies to the performance of duties undertaken by it in this Agreement and to faithfully, diligently, and according to its best abilities in all respects, foster and promote community growth, prosperity, and public interest within the downtown area of the City.
I. DBI will maintain an Emergency Operations Plan approved by the City's fire and police chiefs and the parks and recreation director.

Section 3: Event Assurances

A. DBI is required to bring the public site back to its normal operating conditions at the conclusion of the event. All staging equipment, barricades, supplies, tents, portable restrooms, etc. must be removed immediately following the event. When an event concludes late in the evening, it may be permitted to have items removed first thing the following morning.
B. Any equipment required to be staked, cannot be staked into the ground or other permanent structures in the City's downtown area or the A Street Promenade. Specifically, but not limited to, the grass on the square and any softscape areas (such as landscape beds) in the A Street Promenade. Equipment shall be anchored with sandbags, water barrels, buckets, or other items. Damage occurring from failure to comply with this stipulation will be repaired by the appropriate City department and billed to DBI. Such cost will include supplies and labor and will be due thirty (30) days from receipt of the invoice.

C. DBI and event vendors must comply with State of Arkansas Health Department regulations. This prohibits food and drink vendors from utilizing non-domestic water on the Downtown Square. All water faucets in the Downtown Square are non-domestic.
D. DBI and event vendors shall also comply with all applicable laws, regulations, and public safety codes, including but not limited to the Arkansas Fire Prevention Code, the National Electrical Code, and Arkansas Beverage Control rules and regulations.
E. If DBI or event vendors require additional electric service beyond the existing installed outlets, they must provide their own power source via generator. This service shall comply with the National Electric Code.
F. City code prohibits alcoholic beverages in any City park.

<u>Section 4: City Obligations</u>

A. City support staff, when needed, will remain on site a maximum of one (1) hour after the scheduled end time (two [2] hours for First Friday events). After said time, DBI is responsible for returning the public site to normal operating conditions: free of trash, debris, compost, and other like materials.
B. In consideration for this Agreement, the City shall pay DBI a total amount of fifty thousand dollars ($50,000.00) which will be payable as follows:
    a. The first payment of fifteen thousand dollars ($15,000.00) is due March, 2025.
    b. The second payment of twenty thousand dollars ($20,000.00) is due August, 2025.
    c. The third and final payment of fifteen thousand dollars ($15,000.00) is due November, 2025.

    DBI is responsible for sending an invoice to the City's Parks & Recreation department for payment pursuant to these terms.

C. The City agrees that DBI shall be permitted to charge and keep the following fees from vendors for events under this Agreement. DBI will charge the following vendor fees:
    a. Large festival events: Maximum cost for vendors is two hundred dollars ($200.00) per space per day.
    b. Small events: Maximum cost for vendors is fifty dollars ($50.00) per day per space.
    c. A commission rate of five to ten percent (5-10%) may be charged on vendor sales.
    d. A fifty dollar ($50.00) late fee may be charged to vendors who do not timely pay.
    e. An event marketing and management fee will be charged to third-parties seeking to utilize the A Street Promenade. These fees will be determined by the size and scope of the proposed event; however, the minimum charge shall be twenty-five dollars ($25.00) per request and the maximum charge will be five thousand dollars ($5,000.00) per day. The maximum charge is applicable to large festival events requiring an abundance of logistical help from DBI.
D. The City is responsible for the general maintenance and upkeep of the City's property utilized by DBI under this Agreement.

<u>Section 5: Additional Assurances</u>

A. DBI shall not discriminate against any employee or person served under this Agreement on account of race, color, sex, age, religion, ancestry, national origin, handicap, marital status, or as otherwise prohibited by applicable law.
B. The parties hereto agree that this Agreement shall be construed under Arkansas law. The parties further agree that the proper jurisdiction and venue for any cause of action arising from this Agreement shall be vested in the Circuit Court of Benton County, Arkansas.
C. DBI acknowledges that the City enjoys certain rights and immunities under A.C.A. §21-9-301 and that nothing in this Agreement shall be interpreted to reduce, limit, negate, or waive any of those protections or rights. Specifically, DBI acknowledges that its use of the City's property, shall be at DBI's own risk and DBI hereby agrees to indemnify and hold the City harmless along with any and all of its employees, officers, or agents against any and all claims related to DBI's use of the City's property.
D. DBI represents that it shall, at its sole cost and expense, comply with all applicable municipal, county, state, and federal requirements now in force pertaining to any and all activities contemplated under this Agreement including any legal limitations placed upon DBI as a result of the source of funds received by DBI under this Agreement.
E. The parties acknowledge that the expenditure of government funds for a governmental purpose is a matter of public interest and subject to disclosure under the Arkansas Freedom of Information Act Ark. Code Ann §25-19-101. Contracts and documents prepared while performing the City's contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City, DBI will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act. Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
F. Without the CITY's prior written consent, DBI's duties under this Agreement are not assignable by DBI, either in whole or in part.
G. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
H. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parities hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement and, in particular, no employee, vendor, supplier, or other person contracting with DBI shall have any right by virtue of this Agreement or otherwise to seek payment or compensation from the CITY for goods delivered or services rendered to DBI.
I. Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contractual amendment approved by the CITY in advance of the chance in scope, cost, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach of obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation
J. This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions,

definitions, representations, or warranties with respect to the subject matter of this Agreement other than those expressly provided herein.

K. The City may terminate this agreement if it deems necessary and prudent, and, if such termination occurs, the City shall pay a proportional share of the contract based on the date of termination.

Dated this _____ of ___________, 20___

____

Kirk Gober, Board President Downtown Bentonville, Inc.

____

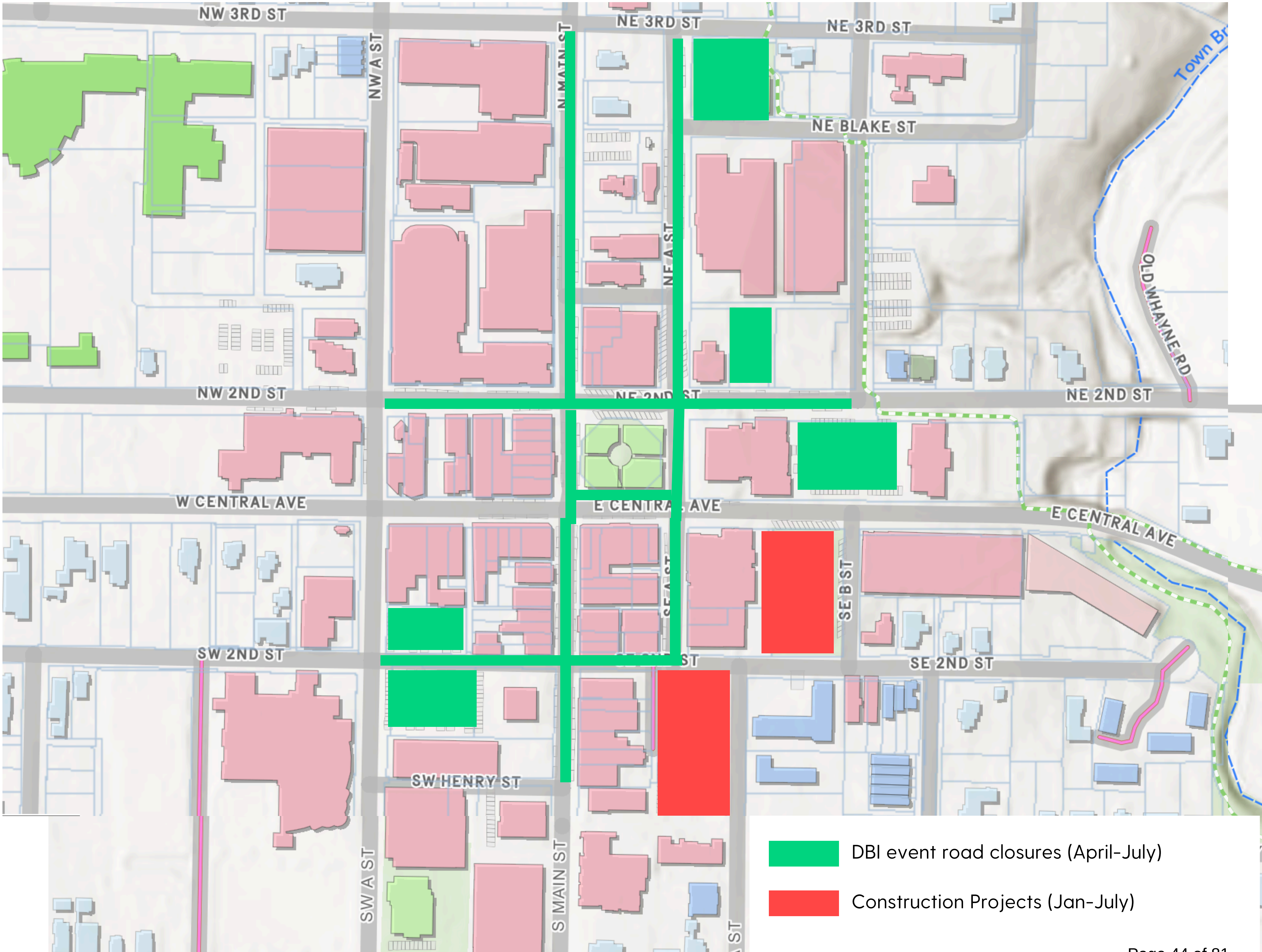
Stephanie Orman, Mayor City of Bentonville

____

Dana Schlagenhaft, Executive Director Downtown Bentonville, Inc

____

Malorie Marrs, City Clerk City of Bentonville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DBI event road closures (April-July)
Construction Projects (Jan-July)

ORDINANCE NO. ________________

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH DOWNTOWN BENTONVILLE INC. FOR EVENT PRODUCTION AND RELATED SERVICES; WAIVING THE REQUIREMENT OF COMPETITIVE BIDDING; AND FOR OTHER PURPOSES.

WHEREAS, consistent with previous years, this agreement allows Downtown Bentonville, Inc, (DBI) to produce family friendly, community-based events on or around the Downtown Bentonville Square;

WHEREAS, the cost of this agreement will not exceed fifty thousand dollars ($50,000.00); and

WHEREAS, this is a budgeted item.

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

Section 1: That the Mayor and City Clerk are hereby authorized to enter into an agreement with Downtown Bentonville Inc., for event production and related services, in an amount not to exceed fifty thousand dollars ($50,000.00);

Section 2: Because Downtown Bentonville Inc. is uniquely qualified to produce these events due to its mission, its relationship with downtown stakeholders, and its working knowledge of producing downtown events, it would be neither practical nor feasible to advertise for competitive bidding, that requirement is herein waived;

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

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

PASSED and APPROVED this ________ day of ___________________, 2025.

APPROVED:

ATTEST:

____

MAYOR

____

CITY CLERK

THE CITY OF BENTONVILLE

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Chris Earl
Phone:	479-696-0273	**For Department(s):**	Water Resource Reovery Facility
Email:	cearl@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 Authorizing Water Resource Recovery Facility Fence Repair due to 2024 Storm Event
Action Recommendation & Justification:	Approving a Resolution authorizing an agreement with B's Tree & Landscape, in the amount of $36,359.48, for the WRRF and compost facility northern property line clearing and fence replacement, due to damage caused by the May, 2024 storm. Utility Board approved 5-0. A budget adjustment is needed.
Additional Comments for Consideration (Optional):	Multiple estimates were received and are included. B's Tree & Landscape submitted the lowest estimate. Attached is an aerial shot of the affected areas from GIS. This amount will be submitted to FEMA for 75% reimbursement.
Amount for Approval:	$ 36,359.48

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
503030-44430	Building/Ground Maintenance	$ 36,359.48	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

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

CITY OF BENTONVILLE, ARKANSAS

City Hall
305 SW A Street
Bentonville, AR 72712

SERVICE CONTRACT: 24STORM Fence Repair

THIS CONTRACT is made in Benton County, Arkansas, by and between the City of Bentonville, Arkansas, hereinafter "City," and B's Tree & Landscape, hereinafter "Contractor" (collectively, the "Parties"), Witnesseth:

1. DESCRIPTION. This Contract has been awarded to Contractor as a result of Contractor's Quote (attached hereto as **Exhibit B**) to the City's Invitation for Quotes for the 24STORM Fence Repair, as specified in the Scope of Work (attached hereto as **Exhibit A**). The work shall consist of performing the services, including all labor, material, equipment, products and all other items necessary to perform the work, as set forth in this Contract and all attached Exhibits.

2. PRIMARY CONTACTS. The primary contact for the Contractor shall be ____________________________________. The primary contact for the City shall be the City of Bentonville Wastewater Recovery Facilities Manager, or designated assignee.

3. CONTRACT TERM. The term for this Contract shall be ninety (90) days, commencing on the effective date of this Contract.

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

b. Construction Timeline:

1. **Preconstruction Meeting:** The Parties shall meet prior to work beginning to review the Scope of Work.
2. Contractor shall notify the City's contact seven (7) days prior to work beginning.
3. Work shall reach 100% completion within sixty (60) days from work beginning.

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

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

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

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

1. **Owner’s (City’s) Contingency:** Not Applicable

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

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

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

a. Total Fee for Construction: $36,359.48 (Thirty-six thousand three hundred fifty-nine dollars and forty-nine cents).

b. Owner's Contingency: Not Applicable

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

7. INVOICING. Contractor shall submit an invoice (or Pay Application), for work performed or materials stored on-site, to the City's Contact for review. Invoices approved for payment will be processed by the City. Payment will only be made for actual work completed and approved by the City's Contact.

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

8. PAYMENT.

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

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

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

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

11. SUBCONTRACTING. Contractor may not subcontract or assign any of the services to be performed under this Contract without first obtaining the written approval of the City. Any Subcontractor approved by the City must be fully licensed and insured to perform the work.

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

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

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

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

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

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

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

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

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

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

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

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

Contract**.**

[Signature Page Follows]

SIGNATURE PAGE

The Parties hereto have caused this Contract to be executed this

____ (the effective date).

CITY OF BENTONVILLE, ARKANSAS

By: ____________________________________

Stephanie Orman, Mayor

By: _____________________________________

(Signature)

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

Name (*printed*):________________________

Title:_________________________________

B's Tree & Landscape

Address:______________________________

____

____

Date: ________________________________

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK

Contractor will perform the following services for this Project:

This project involves the removal of fallen trees from a chain-link fence, clearing an 8-foot path on both sides of the fence, establishing a crude trail, repairing or replacing the damaged chain-link fence, and disposing of damaged fencing materials.

- One mobilization to Bentonville – Wastewater Recovery Facility.
- Safely remove all fallen trees and debris currently leaning on or entangled with the chain-link fence.
- Ensure no damage is caused to undamaged sections of the fence during the removal process.
- Clear an 8-foot-wide path along both sides of the fence (16 feet total).
- Remove vegetation, debris, and any obstructions to create a clear area around the fence.
- Create a basic, walkable trail adjacent to the fence to facilitate future maintenance access.
- Use natural or on-site materials where applicable to minimize costs and environmental impact.
- Inspect the fence and document sections requiring repair versus replacement.
- Remove and dispose of damaged fencing materials.
- Repair or replace damaged sections of the chain-link fence as required.
- Transport and dispose of all removed trees, vegetation, and damaged fencing materials in compliance with local regulations.

EXHIBIT B

CONTRACTOR'S QUOTE

ESTIMATE

B's Tree And Landscape
5 Hampstead Cir
Bella Vista, AR 72714

white.brennon@yahoo.com
+1 (479) 721-1085

Bill to
City Of Bentonville
1901 NE A St

Ship to
City Of Bentonville
1901 NE A St

Estimate details
Estimate no.: 1080
Estimate date: 12/03/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**water depot**	Removal of fallen trees from chain link fence Clear 8 foot path along both sides of fence and make a crude trail Building chain link fence $15 a linear ft	1	$13,000.00	$13,000.00
2.		**chain link fence**	Repair and replace damaged chain link fence Disposal of damaged fence $15 per linear foot 1347 ft	1347	$15.00	$20,205.00
3.		**Subtotal**	Subtotal			**$33,205.00**
4.		**water depot**	Tax	1	$3,154.48	$3,154.48

Total **$36,359.48**

Accepted date

Accepted by

EXHIBIT C

FEMA CONTRACT PROVISIONS

CONTRACT ADDENDUM ______
FEMA CONTRACT REQUIREMENTS

ARTICLE 1. REQUIRED CONTRACT PROVISIONS

1.01 Contract Requirements.

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

1.02 Remedies.

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

1.03 Termination.

(1) *Termination for Convenience by the City.* In compliance with 2 C.F.R. Part 200, Appendix II(B), the city reserves the right to terminate this Contract, without any penalty whatsoever, upon fifteen (15) calendar days' notice to the Contractor.

(2) *Termination for Cause.* In compliance with 2 C.F.R. Part 200, Appendix II(B), if either party fails to perform a material obligation under this Contract, the other party may consider the non-performing party to be in default and may assert a default claim by giving the non-performing party a written and detailed notice of default. "Material" shall mean an essential term or obligation of this Contract. Except for default by a party for failing to pay any amount when due under this Contract, which must be cured within ten (10) calendar days after the receipt of written notice of default, the defaulting party will have will have ten (10) calendar days after receipt of the written notice of default to either (i) cure the default or (ii) if the default is not curable within ten (10) calendar days, to provide a written cure plan. The defaulting party will begin implementation of

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

ARTICLE 2. ADDITIONAL REQUIRED CONTRACT PROVISIONS

2.01 Nondiscrimination and Equal Employment Opportunity.

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

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

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a

formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

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

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

2.02 Compliance with the Davis-Bacon Act

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

2.03 Compliance with the Copeland “Anti-Kickback” Act.

(1) *Contractor.* The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier

subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

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

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required.

(3) *Withholding for unpaid wages and liquidated damages.* The City of Bentonville shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in herein and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor.

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

<u>Clean Air Act</u>

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Bentonville and understands and agrees that the City of Bentonville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

2.05 Suspension and Debarment.

(1) This contract is a covered transaction for the purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by City of Bentonville. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available

to City of Bentonville, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

(2) <u>Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying</u>

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

____

Signature of Contractor's Authorized Official

____

Name and Title of Contractor's Authorized Official

____

Date

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

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

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

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

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

ARTICLE 3. FEMA-RECOMMENDED CONTRACT PROVISIONS

3.01 Access to Records.

The following access to records requirements apply to this Contract:

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

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

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

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

3.02 Changes/Modifications.

(1) *Contract.* Any modification to this Contract shall be in writing, signed by all parties to the Contract.

(2) *Contract Price.* The total Contract Price plus shall not be increased without the prior approval of the Bentonville City Council in the form of a Council resolution and prior written approval signed by the City's Mayor.

(3) *Change Order.* The City of Bentonville may, at any time, as the need arises, order changes in the scope of the Work without invalidating the Contract, provided, the cost of the change, modification, change order, or constructive change is allowable, allocable, within the scope of grant or cooperative agreement, and reasonable for the completion of project scope. Any changes to the Work shall be set forth in writing in a

Change Order signed by the Mayor or the Mayor's designee. If such changes increase or decrease the time required for performance of the Work, an equitable adjustment may be authorized by a Change Order signed by the Mayor and approved by the Bentonville City Council, if necessary or required.

(4) *Modification.* No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary the terms or conditions of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and modification shall be effected by the acknowledgment or acceptance of any forms containing terms or conditions or variance with or in addition to those set forth in this Contract.

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

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

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

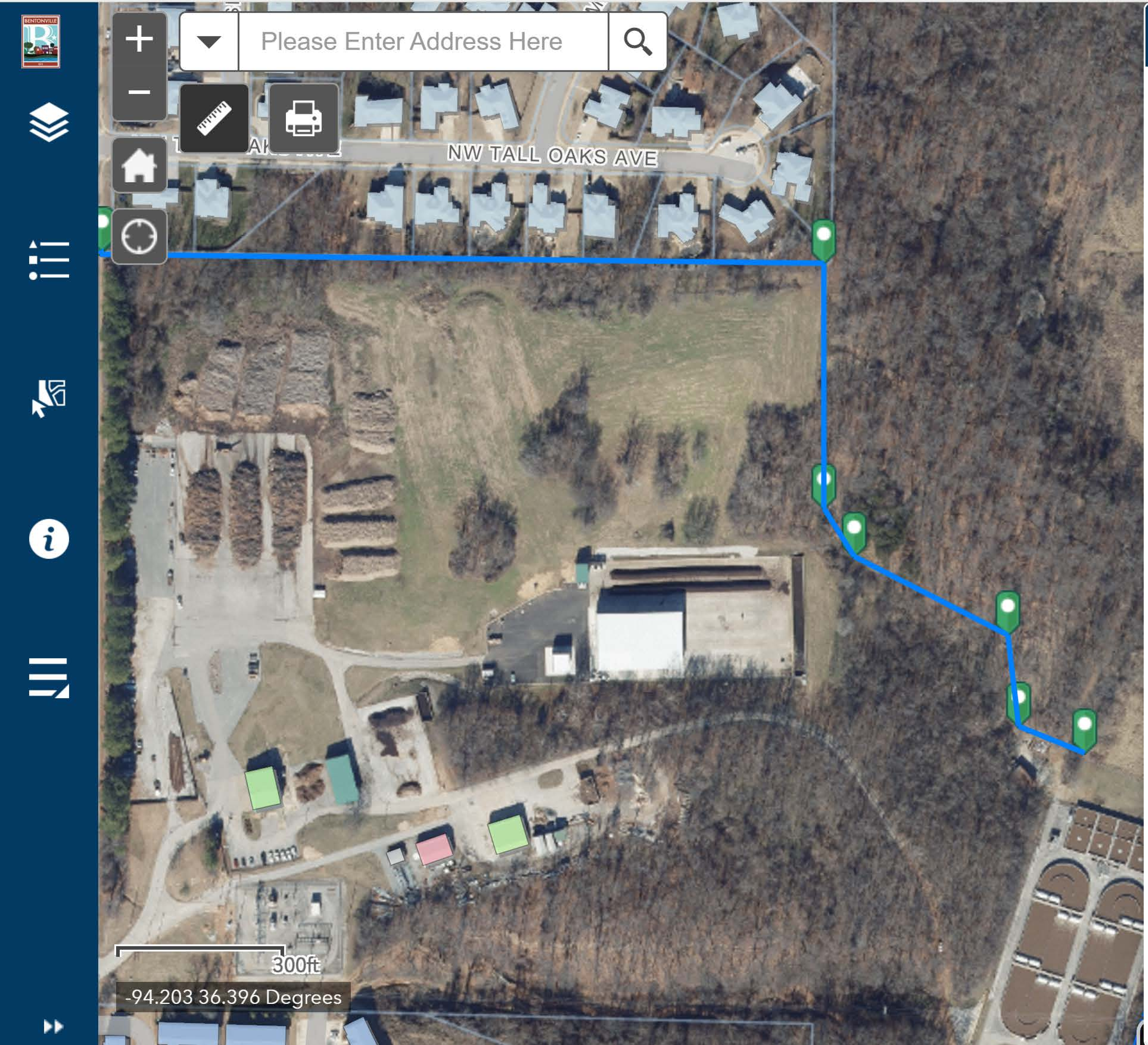
This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3.05 No Obligation by the Federal Government.

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

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

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



Measurement_2

Feet

Measurement Result

2,412.6 Feet

Clear

Press **CTRL** to enable snapping

RESOLUTION NO._______________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT WITH B'S TREE AND LANDSCAPE, IN THE AMOUNT OF THIRTY-SIX THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS AND FORTY-EIGHT CENTS ($36,359.48), TO REPAIR FENCE DAMAGE AT THE WATER RESOURCE RECOVERY FACILITY; ADJUSTING THE 2025 BUDGET TO APPROPRIATE THE SAME; AND FOR OTHER PURPOSES.

WHEREAS, fence damage was sustained to the Water Resource Recovery Facility (WRRF) from the May 26, 2024 storm;

WHEREAS, B's Tree & Landscape was the lowest estimate received from multiple vendors;

WHEREAS, this amount will be submitted to FEMA for seventy-five percent (75%) reimbursement; and

WHEREAS, a budget adjustment will be needed.

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

<u>Section 1</u>: The Mayor and City Clerk are hereby authorized to enter into an agreement with B's Tree & Landscape, for clean up and fence repair at the WRRF, in an amount not to exceed thirty-six thousand three hundred fifty-nine dollars and forty-eight cents ($36,359.48);

<u>Section 2</u>: The 2025 Budget is amended to appropriate thirty-six thousand three hundred fifty-nine dollars and forty-eight cents ($36,359.48) from Utility Fund Reserves to Account #503030-44430 – 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 AND APPROVED THIS ____ DAY OF _______________, 2025.

APPROVED:

____
STEPHANIE ORMAN, Mayor

ATTEST:

____
MALORIE MARRS, City Clerk

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Chris Earl
Phone:	4796960273	**For Department(s):**	WRRF
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

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

Title, Recommendation & Justification

Title:	Resolution to Amend Bid Award IFB-21-91 with Chemtrade Chemicals US, LLC
Action Recommendation & Justification:	Approving a resolution to enter in an amended agreement with Chemtrade Chemicals US, LLC. for the continued purchasing of Aluminum Sulfate. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	This item was bid and awarded on Febuary 8, 2022, this admendment would allow us to carry forward the pricing should both parties agree. Parties have mutually agreed to an increase from $1.0742/gallon plus tax to $1.183/gallon plus tax. Aluminum Sulfate aids in the precipitation of phosphorous.
Amount for Approval:	$

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
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

CITY OF BENTONVILLE, ARKANSAS

Purchasing and Compliance Department – 1000 SW 14th Street, Bentonville Arkansas 72712

City Hall – 305 SW A Street Bentonville, Arkansas 72712

AMENDMENT TO INVITATION FOR BID CONTRACT

This amendment (the "Amendment"), dated January 28, 2025 is made by the City of Bentonville, Arkansas ("City") and Chemtrade Chemicals US LLC ("Contractor"), parties to the Invitation for Bid (IFB)-21-91 with Bentonville Wastewater Department, for Liquid Aluminum Sulfate, As Needed, dated February 8, 2022 (the "Agreement").

1. In accordance with Section 3 (Contract Term), the Agreement may be renewed upon mutual written agreement via amendment.

2. The Agreement is amended as follows:

3. The Parties have mutually agreed to renew the Agreement for a one (1) annual term, as follows:
   a. One (1) year, beginning on February 12, 2025, and ending on February 12, 2026.

4. The Parties have mutually agreed to increase the per gallon cost from $1.0742/gallon plus tax to $1.183/gallon plus tax.
5. The estimated total of payments for the renewal term is estimated to be $65,000.00.

6. This amendment shall be effective immediately when fully executed.

7. Except as set forth in this amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement, or any earlier amendment, the terms of this amendment shall prevail.

THE CITY OF BENTONVILLE, ARKANSAS

BY:____________________________
Stephanie Orman, Mayor

DATE:____________________________

Company Name:________________________

BY:____________________________

Name(printed):________________________

DATE:____________________________

RESOLUTION NO. ______________

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A CONTRACT AMENDMENT WITH CHEMTRADE CHEMICALS US, LLC., EXTENDING THE PURCHASE OF ALUMINUM SULFATE FOR THE WATER RESOURCE RECOVERY FACILITY, ON A PRICE PER GALLON PLUS TAX BASIS; AND FOR OTHER PURPOSES.

WHEREAS, staff requests approval to enter into a contract amendment with Chemtrade Chemicals US, LLC.;

WHEREAS, this amendment extends the contract term, covering the purchase of Aluminum Sulfate to aid in the precipitation of phosphorus at the Bentonville Wastewater Department on a per gallon price;

WHEREAS, the contract amendment allows the pricing to be carried forward with the mutually agreed price increase per gallon plus tax; and

WHEREAS, this will be paid with budgeted funds.

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

Section 1: The Mayor and City Clerk are authorized to enter into a contract amendment with Chemtrade Chemicals US, LLC., for the purchase of Aluminum Sulfate on a price per gallon plus tax basis;

Section 2: The per gallon cost is one dollar and eighteen cents ($1.183) per gallon plus tax;

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

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

PASSED and APPROVED this _____ day of _______________, 2025.

APPROVED:

____

Stephanie Orman, MAYOR

ATTEST:

____

Malorie Marrs, CITY CLERK

City of Bentonville, Arkansas Agenda Item Form

Item Details

Council Meeting Date:	2/11/2025	**Submitted By:**	Chris Earl
Phone:	479-696-0273	**For Department(s):**	Water Resource Recovery Facility
Email:	cearl@bentonvillear.com		

Item Type (Check all that apply)

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

- ☑ Ordinance
- ☐ Resolution
- ☐ Informational

Title, Recommendation & Justification

Title:	Ordinance for a Waiver of Bid to Purchase Equipment for the Barscreen at McKissic Creek Lift Station
Action Recommendation & Justification:	Approving an Ordinance to waive competitive bidding for the purchase of replacement components for the barscreen at McKissic Creek Lift Station. Utility Board approved 5-0. No budget adjustment is needed.
Additional Comments for Consideration (Optional):	See attached documentation verifying the current equipment and associated materials may only be purchased through JWC Environmental who is sole source. This is a critical piece of equipment that must be replaced due to wear and tear. The total budgeted was $69,793.50. Approval amount does include shipping cost. An Emergency Clause is needed to get the parts ordered and Barscreen repaired.
Amount for Approval:	$ 66,877.06 plus shipping

Budget Impact

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

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

Account Number (ORG-OBJECT)	Account Description	Expense	Revenue
		$	$
		$	$
		$	$
		$	$

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

Budget Impact Notes for Consideration (Optional):

January 8th, 2025

To: Bentonville, City of
1000 SW 14TH ST
Bentonville, AR 72712

Subject: Sole Source for Muffin Monster Parts
Federal Tax ID# 45-2771126

To whom it may concern,

JWC Environmental is the inventor and owner of the Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems. We hold numerous patents and trademarks on these products.

JWC Environmental is the sole manufacturer of these products and the exclusive source for service parts for this equipment.

JWC Environmental operates the only Service Centers that are factory authorized to perform repairs on Muffin Monster, Channel Monster, Auger Monster, Screenings Washer Monster, Honey Monster and Monster Screening Systems.

All repairs will be performed at a JWC Environmental Service Center and will come with a one (1) year warranty.

Please feel free to contact me at 800-331-2277 or Irene.gomez@sulzer.com if we can provide any additional information.

Best Regards,

Irene Gomez
Customer Service
Phone: 800-331-2277
Fax: 714-549-4007
Email: Irene.gomez@sulzer.com

Department Sole Source Justification Form

Purchasing and Compliance Department

Sole source procurements of commodities and services must only be available from a single source and cannot be competitively bid. Pursuant to the law, sole source requests will not be processed without proper justification and compliance with the statutes, rules, and policy.
Complete this form for contracts with a value greater than $12,500 (total) where bidding may be restricted or where multiple proposals can not obtained. Completing this form does not guarantee that the proposed vendor will be selected.
This completed form must be submitted with the Contract Request Form along with any additional supporting documentation.

Requesting Department Name: Wastewater | Department 2 (if applicable)

Supplier Name: JWC Environmental

JUSTIFICATION

Note: Brand name preferences, aesthetic design specifications, or price are not sufficient justification for sole source procurements. Select one or more of the following statements (check the box) to support why the contract request attached and noted above should be a single/sole source purchase. ANY selection requires explanation in the additional space provided.

- [x] 1. Items sold through vendor only; no other comparable vendor available.
- [x] 2. Must match existing piece of equipment. Available only from the same source of original equipment.
- [ ] 3. Upgrade to existing system. Available only from the producer of this system who sells on a direct basis only.
- [x] 4. Repair/Maintenance service requires expertise in operations on unit. Necessary parts unavailable from any source except original equipment manufacturer or their designated servicing dealer.
- [x] 5. Service(s) provided by the vendor are unique and therefore competitive bids are not applicable.
- [ ] 6. Other reason.

Explanation is required for ANY selected statement. Information provided might include research performed or subject matter expertise detailed to justify the use of this particular vendor. This must clearly indicate why the proposed vendor is the ONLY vendor that will meet your requirements. (Please attach documents if additional space is required)

Explanation:
JWC Environmental is the manufacturer of the barscreen at our McKissic Lift Station. The equipment being ordered must fit this particular liece of equipment and that piece of equipment can't be bid out.

FURTHER JUSTIFICATION

Is this sole source based on performance specifications, and if so, what is the unique performance requirement?

Yes, no other parts or equipment fit the existing barscreen, grinder and auger.

And, why is this feature necessary?

This equipment removes larger inorganic materials from the waste stream.

Can requirements be modified so that the services or commodity may be competitively bid? If no, why?

No, all components are designed to work in tandem with each other,

Are there patent, copyright, or proprietary rights which make the required service or commodity unavailable from other sources? If yes, describe.

Yes, if commodity was avaliable elsewhere we would have to change all aspects of the barscreen, g

What would the agency do if the service or commodity were no longer available?

We would have possibly have a redesign of the existing influent channel at this location.

Detail any program considerations, which make the use of a "Sole Source" critical to the agency.

Sole source is critical for our department due to the fact that materials and equipment are true OEM

I certify that to the best of my knowledge I have investigated and found that the above reasons and explanations justify this contract request as a single/sole source procurement, and that price reasonableness is adequately confirmed. I am the individual who has gathered and provided this detailed information and any further questions regarding these details can be directed to my attention.

Signature [redacted] Date 1/29/20

Print Name Chris Earl Title Manager

E-mail Address cearl@bentonvillear.com Phone # 479-696-0273

Purchasing and Compliance Manager Approval

- [x] Justification appears appropriate.
- [ ] Justification appears inappropriate. Explanation is attached.

Purchasing and Compliance Signature [redacted] Date 1/29/25

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Customer: 6004991
Joshua Epling
Bentonville, City of
1901 NE A St
Bentonville, AR 72712-9107
US - UNITED STATES

(479)696-0296
jepling@bentonvillear.com

Quote Number: **C-129137-B6F8-A**
Quote Date: **01/27/2025**
Terms: **Net 30**
Pricing: **Valid 60 Days**
FOB: **Origin**
Lead Time: **10-12 Weeks ARO / Shipping & Handling Included**
Grinder Serial #: **S046963-1-1 & 103439-2-1**
Ticket #: **C-129137-B6F8**

Project: McKisic Lift Station #1

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and in Clarifications and Exclusions listed below.

Part Number	Description	Qty	Unit Price	Extended Price
40002-0018	40002-0018 Macho Monster Renew 11T Cam Cutters 1:1 Stack Hardened Alloy STL Severe Duty Seals Buna N Elastomers Cork & Rubber Gaskets Drive/Driven Scraper Side Rails Drilled End Housings Motor Type: Electric Less Motor Less Reducer Less Spool Grinder SN: TBD Paint Epoxy Green ************************** *Used with an SWM* **************************	1	$34,971.00	$34,971.00
SWA0747-900-250-SV-SS	ROTOR & GBOX ASY (SV) Paint Coal Tar Epoxy (spiral rotor) Paint Epoxy Green (motor/gearbox/adapter spool)	1	$26,103.94	$26,103.94
Shipping	Estimated Shipping & Handling Included	1	$0.00	$0.00

Please verify serial number is correct.

Sub Total	**$61,074.94**
Tax	
Total	**$61,074.94**

Notes:
1. Please fax or mail a Purchase Order for the total amount and we can process your order. Please include the following:

Customer Service Center
2600 S. Garnsey Street
Santa Ana, CA 92707 USA
Phone: 949 833-3888
Toll Free: 800 331-2277
Fax: 714 242-0240

Bill to Address, Ship to Address, and sales tax exemption certificate.
2. Reference the JWC quote number on your purchase order..
3. Availability of parts are subject to change at any time.
4. 20% restocking fee on all returns.
5. Sales tax is not included in price.
6. JWCE standard one year warranty included except for older models i.e. GTS, MS and SPF models.
7. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.

Clarifications and Exceptions

1. Subject to attached JWC Environmental Standard Terms and Conditions of Sale.
2. All quotes on orders over $250,000 include milestone payments of 30% on Approved Submitttals; 70% on Shipment.

Thank-You for your Business!

JWC Environmental Inc
Jorge Gasca
Customer Service

ORDINANCE NO. ___________

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH JWC ENVIRONMENTAL, FOR THE PURCHASE OF REQUIRED PARTS TO REBUILD THE WATER RESOURCE RECOVERY FACILITY BARSCREEN, IN THE AMOUNT OF SIXTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS AND SIX CENTS ($66,877.06) PLUS APPLICABLE SHIPPING COST; WAIVING COMPETITIVE BIDDING; PROVIDING FOR THE EMERGENCY CLAUSE; AND FOR OTHER PURPOSES.

WHEREAS, the Bentonville Water Resource Recovery Facility (WRRF) requests the purchase of all required parts to completely rebuild the WRRF Barscreen;

WHEREAS, this is a critical piece of equipment that must be repaired to maintain proper treatment of the incoming wastewater stream;

WHEREAS, JWC Environmental is the sole-source provider of required parts; therefore, bidding would not result in competitive submittals; and

WHEREAS, this agreement will be funded with budgeted monies.

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

Section 1: The Mayor and City Clerk are authorized to enter into an agreement with JWC Environmental, for the purchase of required parts to rebuild the WRRF Barscreen, in the amount of sixty-six thousand eight hundred seventy-seven dollars and six cents ($66,877.06) plus applicable shipping cost;

Section 2: There exists an exceptional circumstance whereby the requirements of competitive bidding are neither practical nor feasible and the City Council; therefore, waives the requirements of competitive bidding for the purchase of all required parts to completely rebuild the WRRF Barscreen;

Section 3 - Emergency Clause: The need to make this purchase is immediate, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from the date of its passage and approval;

Section 4 - Severability Provision: If any part of this Ordinance is held invalid, the remainder of this Ordinance shall continue in effect as if such invalid portion never existed; and

Section 5 - Repeal of Conflicting Provisions: All Ordinances, Resolutions, or Orders of the City Council, or parts of the same, in conflict with this Ordinance are repealed to the extent of such conflict.

PASSED this __________ **day of ________________________, 2025.**

APPROVED:

ATTEST:

____
STEPHANIE ORMAN, Mayor

____
MALORIE MARRS, City Clerk