RESOLUTION NO. 2025 _____

A RESOLUTION PROVIDING FOR THE ADOPTION OF AN AMENDED BUDGET FOR THE CITY OF BRYANT FOR THE TWELVE MONTH PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025

WHEREAS, the City of Bryant, Arkansas adopted a budget for The City of Bryant on December 17, 2024, recorded as Resolution 2024-54, and

WHEREAS, the City of Bryant, Arkansas, desires to amend said Budget for Fiscal Year 2025 as attached.

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

Section 1. This resolution (with attachment) shall be known as the amended budget resolution for the City of Bryant, Arkansas, for the twelve (12) month period beginning January 1, 2025 and ending December 31, 2025.

- Street Fund

Section 2. The amended city budget for the calendar year 2025 is hereby amended and adopted to read as attached.

PASSED AND APPROVED this 19th day of , August 2025.

APPROVED:

_____
Chris Treat, Mayor

ATTEST:

_____
Mark Smith, City Clerk

Account	Amount		Description
080-0800-5322		-30,000.00	Using Opt Supplies to cover Pro Ser Eng for Springhill Design
080-0800-5586		-45,000.00	Using Opt Supplies to cover Pro Ser Eng for Springhill Design
080-0800-5571		75,000.00	Using Opt Supplies to cover Pro Ser Eng for Springhill Design

City of Bryant, AR
Budget Adjustment Request Form

Account Number	Adjustment Amount	Act Name/Description	Original Budget	Amended Budget
080-0800-5322	-$30,000	Operating Supplies	$244,992.00	$214,992.00
080-0800-5586	-$45,000	Prof Services-other	$214,000.00	$169,000.00
080-0800-5571	+$75,000	Prof Services-engineering	$264,000.00	$189,000.00

* Revenue Account Numbers start with 4XXX for the last four digits, negative numbers increase revenues and offset expense increases

* Expense Account Numbers start with 5XXX for the last four digits, positive numbers increase expenses and negative numbers decrease expenses

Council adopts the budget by category by department by fund so any budget adjustments that cross categories, depts or funds must be brought to Council.

Reason/Justification for the Adjustment: (Attach any supporting documents)
Moving funds for a 15% schematic design for Springhill Rd. Schematic design is needed for possible opportunities. This will be in addition to the street widening and maintenance plan that is currently ongoing.

Adj Requested by: Troy Ellis Title Street Superintendent Dept Street
Date Requested: 08/05/2025

Dept Head Signature: _____

Approved By: _____

Council Agenda? No Yes Resolution # _____

AGREEMENT BETWEEN GNE & BRYANT PUBLIC WORKS

THIS AGREEMENT is entered into between GarNat Engineering, LLC (GNE) and Bryant Public Works Department (Owner) relative to the design of **City of Bryant Springhill Road Widening Schematic Design** (the Project).

1. GNE shall provide the Services described in Attachment A, "Scope of Services."

2. Owner shall pay GNE in accordance with Attachment B, "Fee". Payments to GNE will be paid by Owner based on monthly invoices prepared by GNE. Payments will be due within 30 days of receipt of invoice.

3. In performance of the Services, GNE shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

4. GNE shall indemnify and hold harmless Owner from and against all claims, losses, damages, and expenses (including attorney's fees and defense costs) to the extent such claims, losses, damages, or expenses are caused by any negligent act, error, or omission of GNE or any person or organization for whom GNE is legally liable. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefits acts and shall extend to and include any actions brought by, or in the name of, any employee of GNE or others for whom GNE is legally liable.

5. GNE shall maintain the following insurance:
(a) General Liability Insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate.
(b) Professional Liability Insurance with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate.

At least thirty (30) days' advance written notice shall be given to Owner prior to cancellation or non-renewal of the above policies. Owner shall be added as additional insureds under (a) and (b) above.

6. This Agreement may be terminated upon written notice at Owner's convenience or by either party in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. In the event of termination for Owner's convenience, Owner shall pay GNE for all Services performed. The provisions of Paragraph 4 shall remain effective following any termination or completion of this Agreement.

7. Written notices between GNE and Owner shall be sent to the e-mail addresses listed below the names of the parties executing this agreement.

8. GNE undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance. GNE has complete and sole responsibility for its employees, agents, subcontractors or any other persons or entity that GNE hires to perform or assist in performing the Services hereunder. Nothing contained herein shall be construed as constituting any relationship between Owner and GNE's employees, agents, subcontractors or any other persons for which GNE is responsible.

9. The Services provided for in this Agreement are for the sole use and benefit of, and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than, Owner and GNE.

IN WITNESS WHEREOF, GNE and Owner have executed this Agreement, to be effective as of _____, 2025. The individuals signing this Agreement represent and warrant that they have the power and authority to enter into this Agreement and bind the parties for whom they sign.

GarNat Engineering, LLC

_____

Vernon Williams, P.E.

President

Date: _____ Fed Tax ID: 27-4524318

e-mail: garnatengineering@gmail.com

Bryant Public Works Department

_____

Chris Treat

Mayor, City of Bryant

Date: _____

e-mail: ctreat@cityofbryant.com

ATTACHMENT A
Scope of Services

General

The Owner desires to develop a phased widening plan for Springhill Road between Highway 5 and Hilldale Road. The Owner has selected GNE and its subconsultant Volkert, Inc. to analyze traffic data and planning models, prepare schematic designs and cost estimates for a phased widening plan of the Springhill Road Corridor.

Task 1 – Schematic Design

1. Collect available traffic and turning movement counts along Springhill Road at Lexington Avenue, Hilltop Road, Northlake Road, and Hilldale Road for intersection analysis.
2. Identify the areas along Springhill Road maintained by the City of Bryant, City of Benton and Saline County, and calculate percent of interest by each municipality.
3. Collect data from the municipalities on proposed developments along the corridor and incorporate into the corridor analysis.
4. Consult with Pulaski County on future plans for widening along Sparks Road at the Pulaski/Saline County Line and incorporate data into the corridor analysis.
5. Analyze data and build models to develop recommendations for intersection improvements and show traffic level of service for each phase of the widening plan.
6. Prepare roll plots of the schematic design for each phase of the recommended widening plan.
7. Prepare preliminary cost estimates for each phase of the recommended widening plan. Estimates will include cost for construction, engineering, utility relocations and right of way acquisition.

Task 2 – Turning Movement Counts

Should additional turning movement counts be required for modeling purposes, GNE will provide the counts. Counts for five locations are budgeted.

Additional Services

The following listed services are specifically excluded from GNE's scope of work.

- Topographic Surveys
- Geotechnical Studies
- Drainage Design
- Utilities Design
- Final Construction Plans and Documents
- Bid Phase Services

GNE will provide these services for an additional fee.

ATTACHMENT B
Fee

Project Task	Compensation
Task 1	$ 70,000.00
Task 2	$ 5,000.00
Total	**$75,000.00 Lump Sum**

Reimbursable Expenses

In addition to the compensation listed above, GNE will be reimbursed for the following items:

- Printing
- Postage
- Advertising fees
- Expenses for travel outside of Pulaski and Saline Counties

Reimbursable expenses will be billed at cost with a markup of 5 percent.

Reimbursable Subconsultants

Subconsultant fees for services provided have been incorporated into the above fee schedule. Subconsultant reimbursable expenses will be billed at cost with a markup of 5 percent.