

BENTON CITY COUNCIL

REGULAR SESSION

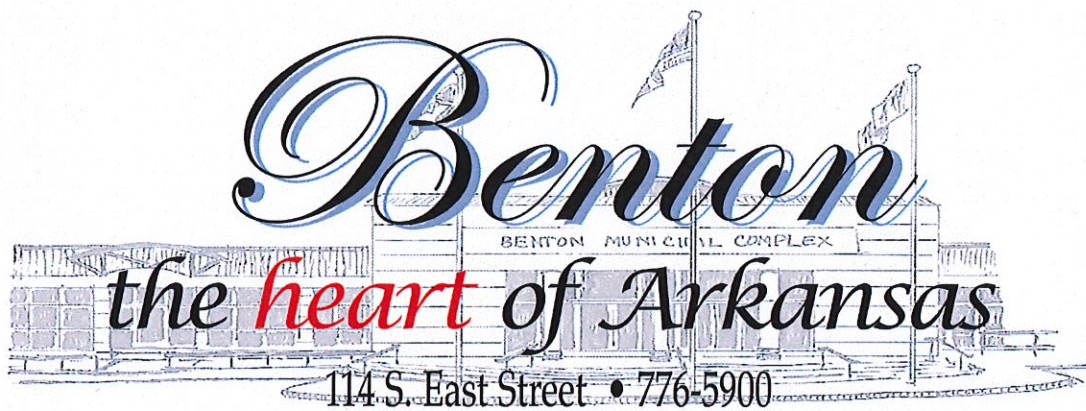
FEBRUARY 24, 2020

7:00 PM

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AGENDA MEETING

6:30 PM



**BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS**

TOM FARMER, MAYOR

BENTON CITY COUNCIL

February 24, 2020

7:00 PM

AGENDA

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|-------|--|---|
| I. | Call to Order | Mayor Tom Farmer |
| II. | Invocation | Pastor Daniel Curry |
| III. | Pledge of Allegiance | Council Member Reed |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | January 27, 2019
<i>Regular Meeting</i> |
| VI. | Special Recognition
<i>David Brown – 15 years of service</i> | Mayor Tom Farmer |
| VII. | Special Recognition
<i>Benton Junior High East Lab Class</i>
<i>Scott Rhea, Abigail Fogleman and Caden Lambert</i> | Mayor Tom Farmer |
| VIII. | SWEARING-IN CEREMONY
<i>Dan Guilfoyle</i>
<i>Justin Stewart</i>
<i>Ryan Vaughn</i> | Judge Gary Arnold |
| IX. | RESOLUTION NO. 17 OF 2020
<i>A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF BARBARA NIX AS COMMISSIONER TO THE BENTON CIVIL SERVICE COMMISSION; AND FOR OTHER PURPOSES</i> | Mayor Tom Farmer |
| X. | RESOLUTION NO. 18 OF 2020
<i>A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR A GRANT FOR HIRING NEW POLICE OFFICERS WITH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS); AND FOR OTHER PURPOSES</i> | |
| XI. | COMMITTEE REPORTS & MOTIONS | |
| | 1. FINANCE COMMITTEE | Council Member Cash |
| | A.) RESOLUTION NO. 19 OF 2020
<i>A RESOLUTION AMENDING THE 2020 BUDGET FOR THE GENERAL FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING THE USE OF FUNDS FROM A RESTRICTED ACCOUNT FOR THE PURCHASE OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$11,597.63; AND FOR OTHER PURPOSES</i> | |
| | B.) RESOLUTION NO. 20 OF 2020
<i>A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE STATE OF ARKANSAS, DEPARTMENT OF EMERGENCY MANAGEMENT; AND FOR OTHER PURPOSES</i> | |

C.) RESOLUTION NO. 21 OF 2020

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE STATE OF ARKANSAS, DEPARTMENT OF EMERGENCY MANAGEMENT; AND FOR OTHER PURPOSES

D.) RESOLUTION NO. 22 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE GENERAL FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN CERTIFICATE PAY FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$4,000.00; AND FOR OTHER PURPOSES

2. COMMUNITY SERVICES/ANIMAL CONTROL Council Member Reed

A.) ORDINANCE NO. 9 OF 2020

AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

B.) ORDINANCE NO. 10 OF 2020

AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

C.) ORDINANCE NO. 11 OF 2020

AN ORDINANCE ADOPTING AND RESTATING THE REGULATIONS OF THE CITY OF BENTON WHICH PERTAIN TO THE SALE OF ALCOHOL WITHIN THE CITY; ESTABLISHING THE REQUIREMENTS TO MAINTAIN A CITY ALCOHOL PERMIT; LEVYING CERTAIN FEES THEREON; LEVYING A SUPPLEMENTAL TAX ON THE SALE OF CERTAIN CONTROLLED BEVERAGES; PRESCRIBING PENALTIES FOR THE ENFORCEMENT OF SAME; AND FOR OTHER PURPOSES

D.) ORDINANCE NO. 12 OF 2020

AN ORDINANCE TO ESTABLISH AND LAY OFF THE PALACE THEATER ENTERTAINMENT DISTRICT PURSUANT TO A.C.A. §14-54-1412, DECLARING AN EMERGENCY; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

F.) ORDINANCE NO. 13 OF 2020

AN ORDINANCE MODIFYING CERTAIN FEES TO BE CHARGED BY THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF BENTON; AND FOR OTHER PURPOSES

G.) RESOLUTION NO. 23 OF 2020

A RESOLUTION RATIFYING AND CONFIRMING THE REAPPOINTMENT OF DARRELL WOOD AS A COMMISSIONER TO THE BENTON HISTORIC DISTRICT COMMISSION; AND FOR OTHER PURPOSES

H.) RESOLUTION NO. 24 OF 2020

A RESOLUTION RATIFYING AND CONFIRMING THE REAPPOINTMENT OF MARTHA SLAUGHTER AS A COMMISSIONER TO THE BENTON HISTORIC DISTRICT COMMISSION; AND FOR OTHER PURPOSES

3. STREET & DRAINAGE COMMITTEE Council Member Hamm

4. PERSONNEL/HEALTH & SAFETY COMMITTEE Council Member Donnor

A.) ORDINANCE NO. 14 OF 2020

AN ORDINANCE AMENDING THE WAGE SCALE FOR EMPLOYEES IN THE CITY OF BENTON FIRE DEPARTMENT AS SET FORTH IN ORDINANCE 79 OF 2019; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

5. PARKS COMMITTEE

Council Member Hart

A.) RESOLUTION NO. 25 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE PARKS FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN IMPROVEMENTS TO THE FACILITIES AT HOLLAND PARK INCLUDING IMPROVEMENTS TO THE ADULT FIELD ENTRY AND LIGHTING; AND FOR OTHER PURPOSES

B.) RESOLUTION NO. 26 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE PARKS FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN RENOVATIONS TO THE FACILITIES AT TYNDALL PARK AND RENOVATIONS AT LYLE PARK; AND FOR OTHER PURPOSES

C.) RESOLUTION NO. 27 OF 2020

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH HARRISON ENERGY PARTNERS FOR PROVIDING HVAC PREVENTATIVE MAINTENANCE SERVICES TO THE RIVER CENTER; AND FOR OTHER PURPOSES

D.) RESOLUTION NO. 28 OF 2020

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMERICAN FIRE PROTECTION GROUP, INC. FOR PROVIDING FIRE SPRINKLER, FIRE ALARM AND FIRE EXTINGUISHER PREVENTATIVE MAINTENANCE SERVICES TO THE RIVER CENTER; AND FOR OTHER PURPOSES

E.) RESOLUTION NO. 29 OF 2020

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH MCCAULEY SERVICES FOR PROVIDING PEST CONTROL SERVICES TO RIVERSIDE PARK; AND FOR OTHER PURPOSES

6. PUBLIC UTILITIES COMMISSION

Council Member Herzfeld

A.) ORDINANCE NO. 15 OF 2020

AN ORDINANCE AMENDING AND CORRECTING ORDINANCE 7 OF 2020; AND FOR OTHER PURPOSES

7. A&P COMMISSION

Council Members Baptist & Lee

XII. STATE OF THE CITY ADDRESS

Mayor Tom Farmer

XIII. Unfinished Business

XIV. New Business

XV. Old Business

XVI. Public Comments

XVII. Announcements

XVIII. Adjourn

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
January 27, 2020
Benton Municipal Complex

The Benton City Council was called to order at 7 pm.

Pastor Doug Pruitt gave the invocation.

Council Member Cash led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

**Council Member Frank Baptist
Council Member Jocelyn Cash
Council Member Bill Donnor
Council Member Judd Hart
Council Member Steve Lee
Brent Houston, City Attorney
Tom Farmer, Mayor**

**Council Member Steve Brown
Council Member Evelyn Reed
Council Member Jeff Morrow
Council Member James Herzfeld
Council Member Jeff Hamm
Cindy Stracener, City Clerk**

When roll was called ten (10) council members were present. A quorum was declared.

Council Member Hart made a motion to approve the minutes from the December 16, 2019 council meeting. Seconded by Council Member Morrow. The Mayor called for a voice vote. All council members replied in the affirmative, motion was approved. Council Member Hart made a motion to approved the minutes from the January 21, 2020 special called council meeting. Seconded by Council Member Morrow. The Mayor called for a voice vote. All council members replied in the affirmative, motion was approved.

A proclamation was read declaring February 16 through February 22 as "Wall of Fame Week" in the city of Benton. See attached.

Council Member Hart made a motion to adopt Resolution 1 of 2020 – A Resolution Establishing the Time of the Council Meetings, Setting Its Meeting Agenda and Establishing Rules for Conducting Council and Committee Meetings; and For Other Purposes by title only. Seconded by Council Member Lee. The resolution was read by title only. The Mayor asked for any comments. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 1 of 2020 was adopted with 10 affirmative votes.

Council Member Hart made a motion to adopt Resolution 2 of 2020 – A Resolution Authorizing the City to Enter into an Agreement with the Exit 114 Properties, LLC for Accepting a Donation of Certain Real Property for the Purpose of Constructing a Fire Station; Amending Resolution 87 of 2019; Declaring an Emergency; and For Other Purposes by title only. Seconded by Council Member Reed. The resolution was read by title only.

The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 2 of 2020 was adopted with 10 affirmative votes.

In the agenda meeting, it was approved to move the Public Utility Commission report up on the agenda.

Council Member Herzfeld asked for the first reading of Ordinance 6 of 2020 – An Ordinance Establishing the Maturity Schedule for the City’s Public Utility Refunding Revenue Bonds; Ratifying and Confirming the Sale of the Bonds; Amending and Supplementing Ordinance 80 of 2019; Prescribing Other Matters Relating Thereto; and Declaring an Emergency. Seconded by Council Member Hart. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Herzfeld made a motion to suspend the rules. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend the rules was approved with 10 affirmative votes. Council Member Herzfeld made a motion to approve Ordinance 6 of 2020 on its second and third readings by title only. Seconded by Council Member Reed. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 6 of 2020 was adopted with 10 affirmative votes. Council Member Herzfeld made a motion to approve the emergency clause for Ordinance 6 of 2020. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 10 affirmative votes.

Council Member Herzfeld made a motion to suspend the rules for the first, second and third readings of Ordinance 7 of 2020 – An Ordinance Granting To Entergy Arkansas, LLC, Its Successors and Assigns, The Exclusive Right, Privilege and Authority to Sell, Furnish and Distribute Electric Power and Energy and Erect, Maintain, Extend and Operate a System for the Distribution, Transmission, Furnishing or Sale of Electric Power and Energy to the City of Benton, Arkansas, and the Inhabitants and All Other Consumers Thereof, and To Use the Streets, Alleys, Bridges and Other Public Rights of Way of the City in Connection Therewith; Fixing the Terms Thereof and For Other Purposes and to be read by title only. Seconded by Council Member Hart. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion was approved. Council Member Herzfeld made a motion to approve Ordinance 7 of 2020 on its first, second and third readings by title only. Seconded by Council Member Hart. The ordinance was read by title only. The Mayor asked for any comments. Jason

Carter stated he assisted Benton Utilities and our city attorney in writing this ordinance and the franchise to Entergy Arkansas. Entergy's current franchise dates back to 1966. There was a conflict over service to the Exit 114 properties and part of the settlement was to modernize the franchise agreement. It is similar to the franchise agreement you have with First Electric. Second page section 1 shows that the territory that Entergy has as of December 31, 2019 is honored as their service territory. There are exceptions to that but they are enumerated as the Exit 114 Property and several locations. The areas are acknowledged and won't be infringed upon. In section 4, the only acquisition that will be approved is as described in 14-207-101, not the election process. Section 12 shows the franchise fee of 5.2% that brings the customers in line with First Electric customers. Section 17 shows several ordinances that are repealed. The settlement agreement is also on the agenda and this ordinance is part of the settlement agreement. Mr. Houston asked properties that are adjacent to the Exit 114 that are not in the city as this point, when they come into the city does this agreement affect those properties. Mr. Carter stated that they could be annexed and served by Benton Utilities but would have to follow guidelines in settlement agreement and 14-207-101 statute. Council Member Brown asked what the timeframe was for the areas as part of the settlement agreement to be dictated. Mr. Carter stated 90 days. John Bethel, Entergy Arkansas stated that they worked with the PUC to write the ordinance, they are prepared to execute the ordinance as a part of the settlement agreement. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 7 of 2020 was adopted with 10 affirmative votes.

Ordinance 8 of 2020 was added to the agenda in the agenda meeting. Council Member Herzfeld asked for the first reading of Ordinance 8 of 2020 – An Ordinance Waiving Competitive Bidding and Authorizing and Ratifying the Purchase of an Enviro-Care FSM Perforated Filter Screen Model FSRII700 x 80/6 and FSM Screenings Wash Press Model SPW 200 x 700 for Benton Utilities Wastewater Treatment Department. Seconded by Council Member Hart. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Herzfeld made a motion to suspend the rules. Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend was approved with 10 affirmative votes. Council Member Herzfeld made a motion to adopt Ordinance 8 of 2020 on its second and third readings by title only. Seconded by Council Member Reed. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 8 of 2020 was adopted with 10 affirmative votes. Council Member Herzfeld made a motion to approve the emergency clause. Seconded by Council Member Hart. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council

Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 10 affirmative votes.

Council Member Herzfeld made a motion to adopt Resolution 15 of 2020 – A Resolution Approving Settlement of the Case of Entergy Arkansas, LLC v City of Benton, Arkansas, ET AL; and For Other Purposes by title only. Seconded by Council Member Hart. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 15 of 2020 was approved with 10 affirmative votes.

The agenda then moved to Committee Reports and Motions. Council Member Cash was recognized for the Finance Committee report. Council Member Cash made a motion to adopt Resolution 3 of 2020 – A Resolution Amending the 2020 Budget for the General Fund as Adopted in Resolution 82 of 2019; Authorizing the Purchase of Certain Equipment for the Fire Department; and For Other Purposes by title only. Seconded by Council Member Reed. The resolution was read by title only. This was for an extraction tool and defibrillator. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 3 of 2020 was adopted with 10 affirmative votes.

Council Member Cash made a motion to adopt Resolution 4 of 2020 – A Resolution Declaring Certain Property as Surplus; and Authorizing the Sale of the Surplus Property at Auction by title only. Seconded by Council Member Brown. The resolution was read by title only. This was for a 2012 Dodge Charger. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 4 of 2020 was adopted with 10 affirmative votes.

Council Member Cash made a motion to suspend the rules and adopt Ordinance 2 of 2020 – An Ordinance Permitting Randy Wright to Conduct Business with the City of Benton and Prescribing the Extent of Such Authority; and For Other Purposes by title only for the first, second and third readings. Seconded by Council Member Baptist. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion was approved with 10 affirmative votes. Council Member Cash made a motion to adopt Ordinance 2 of 2020 on its first, second and third readings by title only. Seconded by Council Member Baptist. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council

Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 2 of 2020 was adopted with 10 affirmative votes. Council Member Cash made a motion to adopt the emergency clause. Seconded by Council Member Lee. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 10 affirmative votes.

Council Member Cash made a motion to adopt Resolution 5 of 2020 – A Resolution Amending the 2020 Budget for the General Fund as Adopted in Resolution 82 of 2019; Authorizing the Acceptance of a Donation from The First Baptist Church, Authorizing the Purchase of Certain Equipment for the Police Department; and For Other Purposes by title only. Seconded by Council Member Morrow. The resolution was read by title only. This was for active shooting protective training gear. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 5 of 2020 was adopted with 10 affirmative votes.

Council Member Cash asked for the first reading of Ordinance 3 of 2020 – An Ordinance Amending the 2019 Budget for the General Fund as Adopted in Ordinance 1 of 2019; Revising the Budget to Reflect the Actual Expenditures of the City; and For Other Purposes. Seconded by Council Member Baptist. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Cash made a motion to suspend the rules for the second and third readings of Ordinance 3 of 2020. Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend was approved with 10 affirmative votes. Council Member Cash made a motion to adopt Ordinance 3 of 2020 on its second and third readings by title only. Seconded by Council Member Baptist. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 3 of 2020 was adopted with 10 affirmative votes.

Council Member Cash made a motion to adopt Resolution 16 of 2020 – A Resolution Authorizing the Mayor to Enter into an Agreement with Tri-Stem, LTD for Providing Certain Consulting Services to the City; and For Other Purposes by title only. Seconded by Council Member Baptist. The resolution was read by title only. The Mayor asked for any comments. David Vondran, Director of PUC stated that the commission has asked him to relay a few thoughts. The first of which is that we welcome the audit; it is a tool that guarantees transparency. The second is that there is a concern that if there is a discrepancy found then we consider our money your money. It is all the city's money, ratepayers and taxpayer's money. So, we think that there is a potential risk that if there is a discrepancy in

what we have been paying the city then we would like a 100% of that to go to the city instead of paying 40% of that to a third party. Mr. Vondran asked how long of a look back is the audit going to cover? The Mayor stated yes 1 year. Council Member Hart stated so you are for the audit you just don't like the terms if something is found. Mr. Vondran stated he just thinks there is a risk. If PUC is excluded from the audit then 100% would go to the city but if we are included in the audit then 40% goes to a third party. We would rather see that 40% stay in the pockets of our taxpayers and ratepayers. Council Member Donnor stated that he agreed, it is like brother and sister we are all in the family together. Why should someone get 40% and take it out of our family. Mr. Houston stated that the contract with Tri-Stem has two components to it. One is that it will audit entities like AT&T, Fidelity anyone that collects and pays a franchise fee. They will audit those payments to see if we are entitled to additional funding. Any money they find and we are entitled to receive they will receive 40% of that. The second component of this is to audit the Utility Department and to determine the fee that they pay, the in lieu of franchise fee, if that has been accurate and correct. If it has been accurate and correct then there is no compensation due. If they find that the Utility Department has under paid then they are entitled to receive 40% of the amount. The Mayor stated that if we hire someone to do an audit, we will have to pay them a fee regardless of what they find. With Tri-Stem we are not paying anything and gathering money that we would not normally have. Council Member Lee asked is not the fees we receive from utilities not more than all the others we receive together. The Mayor stated yes. David Vondran stated that amount is part of our audited financials. Council Member Lee stated that it is hard for him to believe that a company could go to these large corporations and say let me see your books. Council Member Donnor stated and they have an incentive to find something and get 40% of it. He also asked the question what if we owe them money? The Mayor stated then we don't pay the firm anything. Council Member Lee asked aren't you audited every year like we are? Mr. Vondran stated yes. Council Member Lee asked don't you think that they would find that? Mr. Vondran stated yes. Mandy Spicer stated so if there is nothing to find then there is no risk. The Mayor stated Utilities is not against the audit just if something is found the 40% going to this company. David Vondran stated that we welcome the transparency and the oversight. The Mayor stated that we have seven franchise out there now. Council Member Hamm stated that his concern is that we are cutting back so much that we are taking business away from business in Benton. I am all for saving money but don't want to ruin our reputation by pulling business away. We need to take care of the people in our community instead of going to the outside. Council Member Hart stated this has nothing to do with Yoakum and Lovells abilities, this is an outside company who handles this kind of thing. If they don't find anything, we are not out anything. If they do find something then we need that cleaned up. Council Member Morrow asked what makes Tri-Stem unique in looking at our franchise agreements. Mandy Spicer stated that they are experts and this is what they do, this is their specialty, this is what they do. The cities that I reached out to stated that they have used them for decades. They have experience and relationships with the different companies. It is not a financial audit or something that Yoakum and Lovell could do. This is a completely different service than what Yoakum and Lovell provide. The companies that I talked to, use Tri-Stem over and over again. The Mayor stated that this a specialized firm that just deals with franchises. The Mayor asked for any other comments. The Mayor asked that the roll be called which resulted in Council Member Baptist no, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor no, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee no, and

Council Member Hamm yes. Resolution 16 of 2020 was adopted with 7 affirmative votes and 3 negatives.

Council Member Reed was recognized for the report from the Community Services/Animal Control Committee. Council Member Reed asked for the first reading of Ordinance 4 of 2020 – An Ordinance Amending Ordinance 23 of 1978; Restricting the Use of Certain Types of Temporary Housing or Structures Withing the City; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. The Mayor asked for any comments. Mr. Houston corrected a typo. Council Member Reed made a motion to suspend the rules for the second and third readings of Ordinance 4 of 2020. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend was approved with 10 affirmative votes. Council Member Reed made a motion to adopt Ordinance 4 of 2020 on its second and third readings by title only. Seconded by Council Member Cash. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 4 of 2020 was adopted with 10 affirmative votes. Council Member Reed made a motion to adopt the emergency clause. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 10 affirmative votes.

Council Member Reed made a motion to adopt Resolution 6 of 2020 – A Resolution Authorizing the Execution of an Agreement with the United States Department of the Interior for Operation and Maintenance of the Gaging Station on the Saline River; Appropriating the Funds Therefore; and For Other Purposes by title only. Seconded by Council Member Cash. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 6 of 2020 was adopted with 10 affirmative votes.

Council Member Reed made a motion to adopt Resolution 7 of 2020 – A Resolution Ratifying and Confirming the Reappointment of Carl West as Commissioner to the City of Benton Planning & Zoning Commission; and for Other Purposes by title only. Seconded by Council Member Donnor. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 7 of 2020 was adopted with 10 affirmative votes.

Council Member Reed made a motion to adopt Resolution 8 of 2020 – A Resolution Ratifying and Confirming the Reappointment of Eric Rytima as Commissioner to the City of Benton Planning & Zoning Commission; and for Other Purposes by title only. Seconded by Council Member Donnor. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 8 of 2020 was adopted with 10 affirmative votes.

Council Member Reed made a motion to adopt Resolution 9 of 2020 – A Resolution Ratifying and Confirming the Appointment of Stephanie Griffin as Commissioner to the City of Benton Planning & Zoning Commission; and for Other Purposes by title only. Seconded by Council Member Donnor. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 9 of 2020 was adopted with 10 affirmative votes.

Council Member Hamm was recognized for a report from the Street and Drainage Committee. Council Member Hamm asked for the first reading of Ordinance 5 of 2020 – An Ordinance Amending Ordinance 9 of 2016 Which Established Procedures for Renaming Streets Within the City of Benton, Arkansas; and For Other Purposes. Seconded by Council Member Morrow. The ordinance was read by the city clerk. The Mayor asked for any comments. Patricia Ashley stated that she wants Dixie Street to always remain Dixie Street. Council Member Hamm made a motion to suspend the rules. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend the rules was approved with 10 affirmative votes. Council Member Donnor stated that this ordinance will make it harder to change the name of streets. Council Member Hamm stated that is correct. Council Member Hamm made a motion to adopt Ordinance 5 of 2020 on its second and third readings by title only. Seconded by Council Member Baptist. The ordinance was read by title only. The Mayor asked for any other comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 5 of 2020 was adopted with 10 affirmative votes.

Council Member Donnor was recognized for a report from the Personnel/Health & Safety Committee. He stated that he had nothing to report.

Council Member Hart was recognized for a report from the Parks Committee. Council Member Hart made a motion to adopt Resolution 10 of 2020 – A Resolution Creating the Adopt a Park Program Within the City of Benton; and For Other Purposes. Seconded by Council Member Morrow. The resolution was read by the city clerk. The Mayor asked for

any comments. Council Member Hart stated that this is a new program in which organizations and groups can adopt a park and assist in the upkeep and maintenance of the park. The Mayor asked that the roll be called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 10 of 2020 was adopted with 10 affirmative votes.

Council Member Hart made a motion to adopt Resolution 11 of 2020 – A Resolution Authorizing the City to Enter Into a Contract with Clifford Power for Providing Generator Preventative Maintenance Services to Riverside Park; and For Other Purposes by title only. Seconded by Council Member Morrow. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 11 of 2020 was adopted with 10 affirmative votes.

Council Member Hart made a motion to adopt Resolution 12 of 2020 – A Resolution Authorizing the City to Enter into a Contract with Harrison Energy Partners for Providing Boiler Preventative Maintenance Services at Riverside Park; and For Other Purposes by title only. Seconded by Council Member Morrow. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 12 of 2020 was adopted with 10 affirmative votes.

Council Member Hart made a motion to adopt Resolution 13 of 2020 – A Resolution Authorizing the City to Enter into a Contract with Otis Elevator Company for Providing Elevator Preventative Maintenance Services for the River Center; and For Other Purposes by title only. Seconded by Council Member Cash. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 13 of 2020 was adopted with 10 affirmative votes.

Council Member Hart made a motion to adopt Resolution 14 of 2020 – A Resolution Amending the 2020 Budget for the Parks Fund as Adopted in Resolution 82 of 2019; Authorizing Certain Improvements to the Basketball Facilities at Tyndall Parks; and For Other Purposes. Seconded by Council Member Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 14 of 2020 was adopted with 10 affirmative votes.

Council Member Baptist was recognized for a report from the Advertising and Promotion Commission. Council Member Baptist stated that the commission met on December 19, 2019. Alison Burch was sworn in as a commissioner. Mark Fikes will be resigning and Bill Eldridge was chosen as the new chairman. The two signs were discussed and the estimated cost was \$60,000. The commission met again on January 16, 2020. 23 out of the 24 weekends the Event Center is rented out through July. The commission meetings will be moved from the 3rd Thursday of each month to the 4th Thursday of each month.

Mr. Houston recommended that Community Services discuss at the next committee meeting the changes concerning reading ordinances and resolutions.

David Vondran stated that the next PUC meeting would be February 10th.

Council Member Donnor made a motion to adjourn, seconded by Council Member Morrow. The meeting was adjourned.

Cindy Stracener, City Clerk

Tom Farmer, Mayor

~ Proclamation~

WHEREAS, The Benton Athletic Memorial Museum Wall of Fame members have been ambassadors for the Benton High School Panthers and the City of Benton and have influenced the lives of hundreds of students and student athletes over the past twenty-four years; and

WHEREAS, the citizens of Benton take great pride in those members successes and admire the highest standards they have upheld in their representation of self and family; and

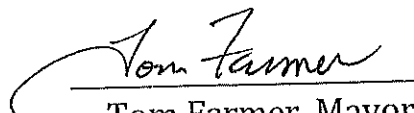
WHEREAS, we wish to thank all who have contributed to preserving the memories of our great city and Benton High School through the "Benton Athletic Memorial Museum"

NOW, THEREFORE, I, TOM FARMER, acting under my authority as Mayor of the City of Benton, Arkansas, do hereby proclaim Sunday, February 16, 2019 through Saturday, February 22, 2020 as:

"BENTON ATHLETIC MEMORIAL MUSEUM WALL OF FAME WEEK"

in the City of Benton and urge all our citizens to join me in recognizing the accomplishments of the inductees and encourage everyone to follow their example to improve our quality of life.

IN WITNESS HEREOF, I have hereunto set my hand and caused the Seal of the City of Benton, Arkansas to be affixed at City Hall this 27th day of January in the year of our Lord, two thousand and twenty.


Tom Farmer, Mayor
City of Benton

EXCERPTS FROM THE MINUTES OF A MEETING OF
THE CITY OF BENTON, ARKANSAS CITY COUNCIL
HELD JANUARY 27, 2020

The City Council of the City of Benton, Arkansas met in regular session at 7:00 o'clock p.m., on the 27th day of January, 2020. The following were present: Mayor Tom Farmer; City Clerk Cindy Stracener; City Attorney Brent Houston and City Council members Frank Baptist, Steve Brown, Bill Donnor, Jocelyn Cash, James Herzfeld, Steve Lee, Jeff Morrow, Judd Hart, Evelyn Reed and Jeff Hamm.

Absent: None.

Council Member Herzfeld asked for the first reading of Ordinance 6 of 2020 – An Ordinance Establishing the Maturity Schedule for the City's Public Utility Refunding Revenue Bonds; Ratifying and Confirming the Sale of the Bonds; Amending and Supplementing Ordinance 80 of 2019; Prescribing Other Matters Relating Thereto; and Declaring an Emergency. Seconded by Council Member Hart. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Herzfeld made a motion to suspend the rules. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Motion to suspend the rules was approved with 10 affirmative votes. Council Member Herzfeld made a motion to approve Ordinance 6 of 2020 on its second and third readings by title only. Seconded by Council Member Reed. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 6 of 2020 was adopted with 10 affirmative votes. Council Member Herzfeld made a motion to approve the emergency clause for Ordinance 6 of 2020. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 10 affirmative votes.

(Matters not relating to the Bond Ordinance are omitted.)

There being no further business, the Council adjourned.

ATTEST:


City Clerk

(SEAL)


Mayor

RESOLUTION NO. 17 OF 2020

**A RESOLUTION RATIFYING AND CONFIRMING THE
APPOINTMENT OF BARBARA NIX AS COMMISSIONER TO THE
BENTON CIVIL SERVICE COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton created the City of Benton Civil Service Commission by Ordinance 26 of 1981; and

WHEREAS, the City Council desires to appoint BARBARA NIX to the fill the expired term of office held by Kennedy Quick, whose term of office expired April 1, 2019.

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

SECTION 1: Barbara Nix is hereby confirmed as a member of the City of Benton Civil Service Commission. Her term of office will expire April 1, 2024.

PASSED AND APPROVED this the 24th day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 18 OF 2020

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO APPLY FOR A GRANT FOR HIRING NEW POLICE OFFICERS WITH THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS); AND FOR OTHER PURPOSES

Whereas, the office of Community Oriented Policing Services (COPS) is presently accepting grant applications to fund the hiring of new police officers under the FY2020 COPS Hiring Program; and

Whereas, the Chief of Police has requested that the City Council authorize him to apply for this grant.

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

The Chief of Police is hereby authorized to apply for a grant through the FY2020 COPS Hiring Program which is sponsored by the office of Community Oriented Policing Services, a division of the Department of Justice. The Chief of Police, Mayor and City Clerk are hereby authorized to execute any document necessary to complete the application process.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 19 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE GENERAL FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING THE USE OF FUNDS FROM A RESTRICTED ACCOUNT FOR THE PURCHASE OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$11,597.63; AND FOR OTHER PURPOSES

WHEREAS, the City Council adopted the 2020 General Fund Budget in Resolution 82 of 2019; and

WHEREAS, the City Council needs to amend the 2020 General Fund budget in order to use funding from a restricted account for the purchase of certain equipment for the Fire Department as set forth in Exhibit "1" to this Resolution.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2020 City of Benton Budget as adopted in Resolution 82 of 2019. The revised income and expenditures for the operations of the city are attached hereto as Exhibit "1" to this resolution and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation of city funds. The Chief of the Fire Department is authorized to purchase the equipment contained within Exhibit "1" for the department.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

General Fund
Budget Amendment
FY 2020



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2020. This submittal includes a revision for the General Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements.

Section 1: Amended Appropriations – Fiscal Year 2020

General Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$16,862,848	\$0	\$16,862,848
Personnel	\$14,524,666	\$0	\$14,524,666
O&M, Other, etc	\$2,174,690	\$0	\$2,174,690
Capital Items	\$162,348	\$0	\$162,348
Total Budget	\$1,144		\$1,144

Section 2: Funding & Disbursements – Fiscal Year 2020

General Fund

O&M, Other, etc

This budget amendment amends the language to allow the Fire Department to order a cutter instead of an extrication tool out of Safety Supplies line item that was previously appropriated in out of 750.670.13.19 in the Fire Department.

RESOLUTION NO. 20 OF 2020

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE STATE OF ARKANSAS, DEPARTMENT OF EMERGENCY MANAGEMENT; AND FOR OTHER PURPOSES

Whereas, the Fire Department desires to apply for a grant with the State of Arkansas, Department of Emergency Management in order to secure funding to acquire a new pumper truck; and

Whereas, there are certain terms and conditions which the city must accept if awarded the grant; and

Whereas, it is the desire of the City Council that the Mayor proceed with the grant application in order to assist the fire department.

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

The Mayor is hereby authorized to apply for a grant through the State of Arkansas, Department of Emergency Management. The Mayor and City Clerk are hereby authorized to execute any document necessary to complete the application process.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 21 OF 2020

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR A GRANT WITH THE STATE OF ARKANSAS, DEPARTMENT OF EMERGENCY MANAGEMENT; AND FOR OTHER PURPOSES

Whereas, the Fire Department desires to apply for a grant with the State of Arkansas, Department of Emergency Management in order to secure funding to acquire new handheld radios; and

Whereas, there are certain terms and conditions which the city must accept if awarded the grant; and

Whereas, it is the desire of the City Council that the Mayor proceed with the grant application in order to assist the fire department.

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

The Mayor is hereby authorized to apply for a grant through the State of Arkansas, Department of Emergency Management. The Mayor and City Clerk are hereby authorized to execute any document necessary to complete the application process.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 22 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE GENERAL FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN CERTIFICATE PAY FOR THE FIRE DEPARTMENT IN THE AMOUNT OF \$4,000.00; AND FOR OTHER PURPOSES

WHEREAS, the City Council adopted the 2020 General Fund Budget in Resolution 82 of 2019; and

WHEREAS, the City Council needs to amend the 2020 General Fund budget in order appropriate funds for certain certificate pay for the Fire Department as set forth in Exhibit "1" to this Resolution.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2020 City of Benton Budget as adopted in Resolution 82 of 2019. The revised income and expenditures for the operations of the city are attached hereto as Exhibit "1" to this resolution and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation of city funds. The Mayor is authorized to pay the additional compensation as set forth in Exhibit "1".

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

General Fund
Budget Amendment
FY 2020



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2020. This submittal includes a revision for the General Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements.

Section 1: Amended Appropriations – Fiscal Year 2020

General Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$16,862,848	\$0	\$16,862,848
Personnel	\$14,524,666	\$4,000	\$14,528,666
O&M, Other, etc	\$2,174,690	\$0	\$2,174,690
Capital Items	\$162,348	\$0	\$162,348
Total Budget	\$1,144		(\$2,856)

Section 2: Funding & Disbursements – Fiscal Year 2020

General Fund

Personnel

This budget amendment amends the Fire Department Personnel budget for the added certificates approved by the Personnel committee.
Line item 700.02.13.19 in the Fire Department shall increase \$4000.

2FD

ORDINANCE NO. 9 OF 2020

**AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON,
SALINE COUNTY ARKANSAS, DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES**

WHEREAS, an application for rezoning was filed with the Planning Commission of the City of Benton, Arkansas by Rayco Rentals, LLC requesting that the land hereinafter described located at Winchester Drive be zoned from R-8 to C-3 and

WHEREAS, the Planning Commission ordered a Public Hearing be held on February 11, 2020 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

WHEREAS, the City Council of the City of Benton, Arkansas desires to rezone the following property from R-8 to C-3.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS;

SECTION 1: The following described property is hereby rezoned from M to A:

Parcel Number 805-14747-000; see attached legal description

SECTION 2: The City Council, having found that the immediate rezoning of this property will allow commercial utilization of the property to commence thereon which will be of benefit to the local economy, hereby declares an emergency and this Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED, this _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

DESIGNATED FOR PUBLICATION

Legal Description for proposed rezoning on Winchester Dr Feb 2020

A part of the E1/2 of the NE1/4 of Sec. 36, T-1-S, R-15-W, Benton, Saline County, Arkansas, more particularly described as follows:

Beginning at the NE Corner of the SE1/4 of the NE1/4 of said Sec. 36; thence

S 03°19'17" W along the east line thereof, 255.00 ft.; thence S 74°05'32" W, 561.08 ft.; thence N 11°14'12" W, 349.94 ft.; thence N 80°05'26" E, 299.45 ft.; thence bearing N 71°36'39" E, along a curve to the left having a radius of 270.00 ft. and curve length of 79.92 ft. to a point on the North line of said SE1/4 of the NE1/4; thence S 87°22'53" E, along said North line thereof, 102.49 ft.; thence bearing N 54°32'32" E, along a curve to the left having a radius of 325.00 ft and curve distance of 18.15 ft.; thence N 43°42'39" E, 123.46 ft.; thence S 24°35'59" E, 117.22 ft. to the Point of Beginning. Containing 0.17 acres in the NE1/4 of the NE1/4 and 4.28 acres in the SE1/4 of the NE1/4 for an aggregate of 4.45 acres, more or less.

ORDINANCE NO. 10 OF 2020

AN ORDINANCE REZONING CERTAIN LAND IN THE CITY OF BENTON, SALINE COUNTY ARKANSAS, DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, an application for rezoning was filed with the Planning Commission of the City of Benton, Arkansas by Titan General Contractors, Inc. requesting that the land hereinafter described located at 123 Conrad Street be zoned from TC-1 to TC-2 and

WHEREAS, the Planning Commission ordered a Public Hearing be held on February 11, 2020 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, with evidence having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

WHEREAS, the City Council of the City of Benton, Arkansas desires to rezone the following property from TC-1 to TC-2

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS;

SECTION 1: The following described property is hereby rezoned from M to A:

Parcel Number 805-17682-000; see attached legal description

SECTION 2: The City Council, having found that the immediate rezoning of this property will allow commercial utilization of the property to commence thereon which will be of benefit to the local economy, hereby declares an emergency and this Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED, this _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

DESIGNATED FOR PUBLICATION

EXHIBIT A

LEGAL DESCRIPTION FOR REZONING

Part of the South Half (S1/2) of Section 10, Township 02 South, Range 15 West, Saline County, Arkansas,
More Particularly described as Follows;

Commencing at a 2" Drill Rod, accepted as the Northwest Corner of the NW ¼, SE ¼ of Section 10;
Thence S 02 10' 59" W, along the West Line thereof, a distance of 149.93 feet to a 5/8" Rebar; Thence S
02 24' 11" W, along the West Line Thereof a Distance of 49.94 Feet to a ½" Rebar, Thence S 02 05' 02" W,
along the West Line Thereof, a distance of 90.13 Feet to ¾" Rebar at the **POINT OF BEGINNING** of the
Herein Described Tract; Thence Leaving the Said West Line, S 86 46' 51" E, a distance of 50.00 Feet to a
½" Rebar; Thence S 02 03' 12" W, a Distance of 86.47 Feet, Thence N 86 46' 51" W 198.39 feet to the
East Right-Of-Way of North Conrad Street; Thence N 02 32' 55" E Along Said East right-Of-Way, a
distance of 86.46 Feet to a 5/8" Rebar; Thence Leaving Said East right-Of-Way, S 86 46' 51" E, a Distance
of 147.64 Feet to the **POINT OF BEGINNING**; Containing 17,118 Square Feet or 0.392 Acres, More or
Less.

Ordinance No. 11 of 2020

AN ORDINANCE ADOPTING AND RESTATING THE REGULATIONS OF THE CITY OF BENTON WHICH PERTAIN TO THE SALE OF ALCOHOL WITHIN THE CITY; ESTABLISHING THE REQUIREMENTS TO MAINTAIN A CITY ALCOHOL PERMIT; LEVYING CERTAIN FEES THEREON; LEVYING A SUPPLEMENTAL TAX ON THE SALE OF CERTAIN CONTROLLED BEVERAGES; PRESCRIBING PENALTIES FOR THE ENFORCEMENT OF SAME; AND FOR OTHER PURPOSES.

WHEREAS, Title 3 of the Arkansas Code relating to alcoholic beverages recognizes the power of local governmental bodies to regulate the operation of establishments under that Title as may be necessary for the protection of public health, welfare, safety, and morals; and

WHEREAS, the City Council desires to adopt and restate certain regulations pertaining to the sale of alcoholic beverages within the city; to establish the requirement to obtain and maintain city alcohol sales permits; to set permit fees; to levy supplemental alcohol taxes; and to prescribe penalties for the violation of these regulations; and

WHEREAS, at least three (3) copies of the proposed regulations have been filed with the City Clerk of the City of Benton and available for public inspection since December 23, 2014; and,

WHEREAS, a public notice was published in the Saline Courier, a newspaper of general circulation in the community, on or about February 21, 2020, advising the public that three (3) copies of the proposed regulations were available for public examination at the office of the City Clerk, City Hall, 114 South East Street, Benton, Arkansas.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Benton, Arkansas, that:

SECTION 1. The City of Benton does hereby adopt and restate, by reference, the Alcoholic Beverages Regulations which are attached to this ordinance as Exhibit "1" which are incorporated now by reference as if stated word for word. These regulations include the levy of fees and the levy of a supplemental controlled beverage tax which are likewise adopted by this ordinance.

SECTION 2. All ordinances in conflict herewith are repealed to the extent of the conflict but not otherwise.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

PASSED AND APPROVED this _____ day of _____,
2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

CONTROLLED BEVERAGES REGULATIONS

ARTICLE 1 - GENERAL PROVISIONS

APPLICABILITY

DEFINITIONS

PERMITS REQUIRED

APPLICATION FOR PERMITS

RIGHT OF CITY TO INSPECT RECORDS

PROHIBITED ACTIVITIES/WARNING NOTICE

ARTICLE II - PENALTIES/SUSPENSION/REVOCATION

FURNISHING TO OR CONSUMPTION BY MINORS

OPERATING WITHOUT A CITY PERMIT

GENERAL PENALTY

SUSPENSION/REVOCATION

ARTICLE III - TYPES OF PERMITS-FEES-SPECIFIC PROVISIONS-HOURS OF OPERATION

WHOLESALE

RETAIL

MANUFACTURING

CONTROLLED BEVERAGES

ARTICLE 1

GENERAL PROVISIONS

Applicability

- (A) It is hereby declared that the business of manufacturing, transporting, storing, handling, receiving, distributing, selling, serving or dispensing, either at wholesale or retail, any controlled beverage, except wine, within the City of Benton, is a privilege, and for the exercise of such privilege there are hereby imposed the regulations, requirements, restrictions, fees, and taxes as set forth in this chapter.
- (B) These general provisions shall apply to all permittees in addition to any specific provisions under individual heading for each type of permit.

Definitions

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words and phrases not specifically defined in this chapter shall have the meanings assigned by Title Three of the Arkansas Code Annotated and/or the Arkansas Alcoholic Beverage Control Division Regulations.

Alcoholic beverages mean all intoxicating liquors of any sort, other than beer and wine.

Beer means any fermented liquor made from malt or any similar substance therefor and having alcohol content not in excess of 5% or less than one-half of 1% by weight.

City means the City of Benton, Arkansas

Controlled beverages means all beverages of any kind subject to regulation under any alcoholic beverage control law of the State of Arkansas and this chapter.

Hotel means every building or other structure commonly referred to as a hotel, motel, motor lodge, or by similar name, which is kept, used, maintained, advertised, and held out to the public to be a place where food is actually served and consumed and sleeping accommodations are offered for adequate pay to travelers or guests, whether transient, permanent, or residential, in which 50 or more rooms are used for the sleeping accommodations of such guests and having one or more public dining rooms with adequate and sanitary kitchen facilities, and a seating capacity for at least 50 persons, where meals are regularly served to such guests, such sleeping accommodations and dining room which are being conducted in the same building or in separate buildings or structures used in connection therewith that are on the same premises and are a part of the hotel operation.

Large attendance facility means a facility housing convention center activity, or tourism activity, or trade show and product display and related meeting activity, or any similar large meeting or attendance activity, and, either itself or through one or more independent contractors, complies with all of the following:

- (1) Actually serves full and complete meals and food on the premises;
- (2) Has one or more places for food service on premises with a seating capacity for not less than 500 people;
- (3) Employs a sufficient number and kind of employees to serve meals and food on the premises capable of handling at least 500 people; and
- (4) Serves controlled beverages on premises at one or more places only on days that meals and food are served at one or more places on premises.

Light wine means the fermented juices of grapes, berries, or fruits and any other mixture containing the fermented juice of grapes, berries, or fruits, having an alcoholic content between one-half of 1% and 5% alcohol by weight.

Malt beverage products means any liquor brewed from the fermented juices of grain having an alcoholic content of not less than 5% nor more than 21% by weight.

Malt liquor means liquor brewed from the fermented juices of grain.

Microbrewery-restaurant means any establishment in which beer, containing not in excess of 5% of alcohol by weight, and/or malt beverage products, containing not in excess of 21 % alcohol by weight, are both brewed and sold at retail in a restaurant setting under the same ownership and in the same building or attached buildings.

On-premises consumption means the sale of alcoholic beverages by the drink or in broken or unsealed containers for consumption on the premises where sold.

Permit means any authorization issued by the Alcoholic Beverage Control Division of the State of Arkansas and/or by the city pursuant to any Arkansas Alcoholic Beverage Control Division regulation and/or these regulations whether described as a permit, license or otherwise.

Permittee means the person to whom a permit has been issued.

Person means any natural person, partnership, association, corporation, syndicate, or company.

Private club means a nonprofit corporation organized and existing under the laws of the state and authorized to serve alcohol by the State of Arkansas and the Alcoholic Beverage Control Division.

Restaurant means any public place or private place kept, used, maintained, advertised and held out to the public or to a private or restricted membership as a place where complete meals are actually and regularly served, such place being provided with adequate and sanitary kitchen and dining equipment and have a seating capacity of at least 50 people and having employed

therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests or members. At least one meal per day shall be served at least five days a week, with the exception of holidays, vacations and periods of redecorating. Further, on the day that alcoholic beverages are served to customers of the outlet, the outlet must also prepare and serve at least one complete meal for consumption on the premises.

Retailer means any person who holds a permit under any alcoholic beverage control law of the State of Arkansas to sell at retail controlled beverages to consumers only.

Spirituos means liquor distilled from the fermented juices of grains, fruits, or vegetables containing more than 21% alcohol by weight.

State means the State of Arkansas.

Sunday sales means the sales of alcoholic beverages on Sunday shall be limited to those businesses within the city which possesses a current and valid license for the sale of alcoholic beverages issued by the Alcoholic Beverage Control Division and which are not otherwise prohibited by A.C.A. §3-3-210..

Vinous means the fermented juices of fruits containing more than 5% and not more than 21% alcohol by weight.

Wholesaler and distributor means any person who holds a permit under any alcoholic beverages control law of the State of Arkansas to purchase controlled beverages from a manufacturer or importer and to sell such controlled beverages to retailers only.

Permits Required

- (A) Unless otherwise authorized by the laws of the state of Arkansas, it shall be unlawful for any person to engage in the business of manufacturing, transporting, storing, handling, receiving, distributing, selling or dispensing, either at wholesale or retail, any controlled beverage, within the city without a permit issued by the city, or with an expired permit.
- (B) The provisions of this chapter shall not apply to the manufacture, sale, and distribution of wines or vinous liquors manufactured, sold, and distributed by residence of Arkansas.

Application for Permits

- (A) Application for a permit required by this chapter shall be in writing on a form prescribed by the city and shall be accompanied by the required fee and a copy of the applicant's state permit. No city permit will be issued until applicant has received a state permit.
- (B) It shall be unlawful for any person to make any false statement or representation in any application required by this chapter or to give any false answer to any question contained therein.

- (C) Permits required by this chapter shall be issued in such a manner that they will run for such length of time as the state permit. Annual permit renewal fees shall be due and payable on June 30th of each year for the succeeding year beginning July 1st.
- (D) The city will not issue or renew any permits pursuant to this chapter until all outstanding hotel, motel, and restaurant taxes and/or supplemental beverage taxes, if applicable, are paid.
- (E) All permits issued by the city pursuant to this chapter shall be prominently displayed on the permitted premises by the permittee in the same manner as required by the state for state permits.
- (F) When any state permit is revoked by the state or required to be returned to the state for any reason, the city permit shall be returned to the city. The city will restore the permit upon proof that the state permit has been restored to the applicant, provided that no reclaimed permit will be restored to an applicant until all outstanding hotel, motel, and restaurant taxes and/or supplemental beverages taxes, if applicable, are paid.
- (G) All fees, taxes, and penalties received by the city pursuant to this chapter shall be deposited to the credit of general fund revenues.
- (H) Permits shall not be transferable or assignable except as provided by A.C.A. § 3-4-103A (Fiduciaries-Continuation of permitted business).

Rights of City to Inspect Records

The city shall have the right to inspect and examine the records of any permittee subject to any tax or permit fee based on gross sales or receipts.

Prohibited Activities/Warning Notice

- (A) Any person to which a controlled beverage permit has been issued shall comply with all laws and regulations of the State of Arkansas, the Alcoholic Beverage Control Division of the State of Arkansas, and the City of Benton regarding the control and regulation of controlled beverages, including but not limited to the following:
 - (1) Purchase by or for minors, sale to minors, or handling by minors prohibited;
 - (a) It shall be unlawful for any person under the age of 21 years to have in his or her possession, to purchase or attempt to purchase, or otherwise obtain any controlled beverages.
 - (b) It shall be unlawful for any person to, knowingly or unknowingly, purchase on behalf of, furnish to, give away to, or otherwise dispose of to any person under the age of 21 years any controlled beverages; however, this provision shall not apply to the use of wine in any religious ceremony or rite in any established church or religion.

- (c) It shall be unlawful for any person engaged in the business of manufacturing, distributing or selling, at wholesale or retail, any controlled beverages to sell, offer for sale, or give away, under any conditions, any such controlled beverages to any person under the age of 21 years. The burden of determining the age of any persons shall be upon the seller.
 - (d) Unless otherwise authorized by A.C.A. §3-3-204, it shall be unlawful for any wholesaler, retailer, or transporter of controlled beverages to allow any employee or other person under the age of 21 years of age to have anything whatsoever to do with the sale, transporting or handling of controlled beverages.
- (2) A warning notice regarding the sale to, possession or purchase by, or furnishing to minors of controlled beverages shall be posted in a conspicuous place in public view in each place of business where controlled beverages are sold, served or dispensed, including all drive up windows. The warning notices shall be of the size, have the content, and be posted in the manner as prescribed by the Arkansas Alcoholic Beverage Control Division.
- (B) No person who has received a permit under any ordinance of the City of Benton for the sale or dispensing of alcoholic beverages for on-premises consumption including private club licenses shall suffer or permit any person to appear on the permitted premises in such manner or attire as to expose to view any portion of the pubic area, anus, vulva, or genitals or any simulation thereof, nor suffer or permit any female to appear on the premises in such manner or attire as to expose to view any portion of her breast below the top of the areola or any simulation thereof.
 - (C) That no person shall bring into or consume or allow to be brought into or allow to be consumed intoxicants or alcoholic beverages of any kind, in any commercial establishment, or business, which suffers or permits any person to appear on the premises in such manner or attire as to expose to view any portion of the pubic area, anus, vulva, or genitals or any simulation thereof, or suffers or permits any female to appear on the premises in such a manner or attire as to expose to view any portion of her breast below the top of the areola or any simulation thereof.
 - (D) If any person engaged in the sale of controlled beverages in the city shall conduct his place of business in a manner as to constitute a nuisance, the City Council shall revoke the permit of such person to sell controlled beverages in the city. In the alternative, the City Council may pass a resolution declaring the business a nuisance and authorize the city to file suit in the Saline County Circuit Court requesting that the nuisance be abated.
 - (E) Any person violating any provision of this ordinance shall be deemed guilty of a misdemeanor and shall be fined not less than \$100.00 nor more than \$500.00.

ARTICLE II

PENALTIES/SUSPENSION/REVOCATION

Furnishing to or Consumption by Minors

- (F) Any person convicted of knowingly or unknowingly selling, serving, giving, procuring or otherwise furnishing any controlled beverage to any person under 21 years of age shall be deemed guilty of a misdemeanor and shall be fined not less than \$100.00 nor more than \$500.00.
- (G) Any person under the age of 21 years who has in his or her possession, purchases or attempts to purchase, or otherwise obtained any controlled beverage shall, upon conviction, be deemed guilty of a misdemeanor and shall be subject to a fine of not less than \$100.00 nor more than \$500.00.

Operating Without a City Permit

- (A) *Beer and light wine.* Any person who sells, serves, barter, exchanges, or gives away beer or light wine without having a valid city permit as provided by this chapter shall, upon conviction, be deemed guilty of a misdemeanor and shall be fined not more than \$500.00. Each day of such operation without a valid city permit shall constitute a separate and distinct offense.
- (B) *On-premises consumption, including private clubs.* Any person who sells, serves, barter, exchanges, or gives away controlled beverages, except wine, for on-premises consumption without having a valid city permit as provided by this chapter shall, upon conviction, be deemed guilty of a misdemeanor and shall be fined not more than \$500.00. Each day of such operation without a valid city permit shall constitute a separate and distinct offense.
- (C) *General.* Any person, unless otherwise excepted herein, who sells, serves, barter, exchanges, or gives away controlled beverages, except wine, for on-premises consumption without having a valid city permit as provided by this chapter shall, upon conviction, be deemed guilty of a misdemeanor and shall be fined not less than \$100.00 and not more than \$500.00. Each day of such operation without a valid city permit shall constitute a separate and distinct offense.

General Penalty

- (H) Except as set forth above, any person violating any provision of this chapter shall be deemed guilty of a misdemeanor and shall be fined not less than \$100.00 nor more than \$500.00.

Suspension/Revocation

- (A) The City Council may suspend for a period not to exceed six months or revoke the license of any licensee violating this chapter after due notice to the licensee and an opportunity for the licensee to be heard.
- (B) When any license is revoked, no new license shall be issued to the same person within one year of such revocation.

ARTICLE III

TYPES OF PERMITS-FEES-SPECIFIC PROVISIONS-HOURS OF OPERATION

Wholesale

- (A) *Wholesale liquor permit.* Authorizes the purchase from licensed manufacturers or importers of spirituous and vinous beverages or malt liquor containing more than 5% alcohol by weight, and the sale of such beverages to persons holding a valid liquor off-premises permit or a hotel, motel or restaurant on-premises consumption permit.
 - (1) *Permit fee.* There is hereby levied an annual permit fee of \$500.00 for each and every establishment engaged in storing, transporting and/or selling at wholesale any spirituous or vinous (except wine) liquors within the city.
 - (2) *Hours of operation.* It shall be unlawful for any person to sell, offer for sale, or give away, at wholesale, any spirituous, vinous or malt liquors before the hours of 6:00 a.m. and after the hour of 11:00 p.m. on weekdays, 12:00 midnight on Friday and Saturday, at any hour on Sunday, or Christmas Day, or during any 24-hour interval designated an emergency period by the mayor, City Council, or any person acting in the mayor's or City Council's capacity.
- (B) *Wholesale beer and light wine permit.* Authorizes the purchase of beer, light wine or malt liquor from a licensed manufacturer or importer and the sale of such beverages to retailers holding a valid permit to sell beer, light wine or malt liquor for consumption on or off the premises.
 - (1) *Permit fee.* There is hereby levied an annual permit fee of \$125.00 for each and every wholesale dealer, broker or distributor of beer and light wine or malt liquor.
 - (2) *Hours of operation.* The authorized hours of operation shall be the same as for wholesale liquor dealers.
 - (3) All wholesale dealers and distributors selling beer and light wine and retail dealers within the city shall provide to the City Clerk or the City Clerk's designee on or before June 30th of each year a report of said distributor's total sales of beer and light wine for the previous calendar year to each retailer within the city. No wholesale beer and light wine permit will be renewed until such report has been received by the city.

Retail

- (A) *Retail liquor off-premises permit.* Authorizes the purchase of spirituous and vinous beverages from any person holding a valid wholesale liquor permit and the sale of such beverages at retail to consumers for consumption off the premises; any holder of a liquor off-premises permit may also purchase malt liquors containing more than five percent alcohol by weight from either persons holding a wholesale beer permit or a wholesale liquor permit, and sell such beverages to consumers for consumption off the premises described in the permit.

It shall be unlawful for any person to accept retail orders for any spirituous, vinous, or malt liquors for delivery outside of the premises of the store operated by such person.

- (1) *Permit fee.* There is hereby levied an annual permit fee of \$425.00 for each and every retail liquor dealer engaged in the business of selling or dispensing, at retail any vinous (except wine), spirituous, or malt liquors for off-premises consumption.
- (4) *Hours of operation.* It shall be unlawful for any person to sell or offer to sell any controlled beverages for off-premises consumption before the hour of 7:00 a.m. or after the hour of 11:00 p.m. on weekdays, after the hour of 12:00 midnight on Friday or Saturday and at any hour on Sunday, on Christmas Day, or during any 24-hour interval designated an emergency period by the mayor, City Council, or any person acting in the mayor's or City Council's capacity.
- (B) *Retail beer and light wine off-premises permit.* Authorizes the purchase of beer, light wine, or malt liquor containing less than 5% alcohol by weight from wholesalers holding a valid permit and the sale of such controlled beverages for consumption off the premises described in the permit.

- (1) *Permit Fee.* For the privilege of selling beer and light wine, at retail, for off premises consumption, there is hereby levied an annual permit fee as follows:

- (a) For a retailer whose annual gross sales of beer and/or light wine do not exceed \$1,000.00, the permit fee shall be \$15.00.
- (b) For a retailer whose annual gross sales of beer and/or light wine do not exceed \$2,000.00, the permit fee shall be \$20.00.
- (c) For a retailer whose annual gross sales of beer and/or light wine exceed \$2,000.00, the permit fee shall be \$20.00 plus an additional \$5.00 for each one thousand dollars (\$1,000.00) of gross annual sales in excess of \$2,000.00.
- (d) The permit fee for a new application with no sales history shall be \$40.00.
- (e) For the purpose of renewing an existing permit, annual sales shall be the actual gross sales for the previous calendar year. If the permittee has not been in

operation for a full year at December 31st of the previous year, annual sales shall be determined by dividing the total actual sales by the number of months of operation and multiplying the result by 12.

- (f) If a new permit was issued between January 1st and June 30th, the first renewal rate (due on June 30th of the issue year) shall be \$40.00.

(5) *Hours of operation.* It shall be unlawful for any persons to sell or offer to sell beer or light wine for off-premises consumption before the hour of 7:00 a.m. or after the hour of 11:00 p.m. on weekdays, after the hour of 12:00 midnight on Friday or Saturday, at any hour on Sunday as prohibited by A.C.A. §3-3-210, on Christmas Day, or during any 24-hour interval designated an emergency period by the mayor, City Council, or any person acting in the mayor's or City Council's capacity.

(C) *Retail beer and light wine on premises permits.* Authorizes the purchase of beer, light wine or malt liquor containing less than five percent alcohol by weight from a wholesaler holding a valid permit and the sale of such controlled beverages for consumption on the premises described in the permit.

- (a) *Permit Fee.* There is hereby levied an annual permit fee of the same amounts and computed in the same manner as the annual fees for retail beer and light wine off-premises permits.

- (b) *Hours of operation.* It shall be unlawful for any person to serve, sell, offer for sale, or give away for consumption on-premises any beer or light-wine between the hours of 1:00 am and 7:00 am on Monday through Saturday, on Sunday except during the hours of 10:00 am until midnight, on Christmas Day, or during any 24-hour interval designated an emergency period by the mayor, City Council, or any person acting in the mayor's or City Council's capacity.

(D) *Private club permit.* Authorizes the purchase of any controlled beverages from persons holding an off-premises retail liquor or beer permit who have been designated by the director of the State Alcoholic Beverage Control Board as a private club distributor, and authorizes the dispensing of such beverages for consumption on the premises of the private club to members and guests only of the private club. (Private clubs holding a retail beer on premises permit may purchase beer, light wine, or malt liquor containing not more than 5% alcohol by weight from holders of valid wholesale beer permits).

- (1) *Permit fee.* For the privilege of operating a private club within the city, there is hereby levied an annual permit fee of \$750.00. For any new private club permit issued between January 1st and July 1st, the fee shall be \$375.00.

- (2) *Supplemental beverage tax.* In addition to the \$750.00 per year permit fee, there is hereby imposed and levied a city supplemental tax of 5% upon the annual gross receipts which are derived by such private club from charges to members and/or their guests for the following services:

- (a) For the preparation and serving of mixed drinks, and
- (b) For the cooling and serving of beer, light wine, and wine.

The city's supplemental beverage tax is in addition to the state supplemental tax on private clubs and shall be paid to the appropriate city official, shall be due monthly at the same time that the state supplemental tax is due, and shall be accompanied by one copy of the state supplemental tax return. If any permittee shall fail to remit the supplemental tax within the time period that the state tax is due, a penalty of 12 ½% of the tax due shall be due and payable in addition to the tax.

- (3) *Hours of operation.* It shall be unlawful for the owner, operator, or any employee of a private club to serve or permit the consumption of any controlled beverages on the premises of said private club between the hours of 2:00 a.m. and 10:00 a.m. on any day.
- (E) *On-premises consumption – Hotel, motel or restaurant permit.* Authorizes the purchase of any controlled beverages from persons holding a valid wholesale permit and the sale of such beverages for consumption on the premises of the restaurant described in the permit or in-room hospitality units of the hotel or motel described in the permit. (Persons holding an on-premises consumption hotel, motel, or restaurant permit are not required to have a retail beer permit).
- (1) *Permit Fee.* For the privilege of selling controlled beverages for on-premises consumption by hotels, motels or restaurants, in accordance with A.C.A. §3-9-201 et. seq., there is hereby levied annual permit fees in the following applicable amounts:
 - (a) Hotels or motels having fewer than 100 rooms, \$500.00.
 - (b) Hotels or motels having 100 rooms or more, \$1,000.00
 - (c) Restaurants having a seating capacity of less than 100 persons, \$500.00
 - (d) Restaurants having a seating capacity of 100 or more persons, \$1,000.00

- (2) *Supplemental beverage tax.* In addition to the annual permit fees for the sale of controlled beverages for on-premises consumption by hotels, motels, or restaurants, there is hereby levied a city supplemental beverage tax of ten percent (10%) upon the annual gross proceeds or gross receipts from the sale of alcoholic beverages pursuant to this subsection. Wine, beer, light wine, and malt liquors containing less than five percent alcohol by weight, shall not be subject to the supplemental beverage tax.

The city's supplemental beverage tax is in addition to the state supplemental tax and shall be paid to the appropriate city official, shall be due monthly at the same time that the state supplemental tax is due, and payment shall be accompanied by one copy of the state supplemental tax return for the same period. If any permittee shall fail to remit the supplemental tax within the time period the state tax is due, a penalty of 12 ½% of the tax due shall be due and payable in addition to the tax.

- (3) *Hours of operation.* It shall be unlawful for any person to serve, sell, offer for sale, or give away for consumption on-premises any beer or light-wine between the hours of 2:00 am and 10:00 am on Monday through Saturday, on Sunday except during the hours of 10:00 am until midnight, on Christmas Day, or during any 24-hour interval designated an emergency period by the mayor, City Council, or any person acting in the mayor's or City Council's capacity.
- (F) *Large attendance facility permit.* Authorizes the sale of all types of controlled beverages by a facility which houses a convention center activity, or tourism activity where such establishment has a seating capacity of not less than 500 people and which serves controlled beverages only on the premises on days that meals and food are served at one or more places on the premises.
- (1) *Permit fee.* There is hereby levied an annual permit fee of \$1,000.00 for each and every large attendance facility within the city. For any new permit issued between January 1st and June 30th, the permit fee shall be one-half of the above-amount.
- (2) *Supplemental beverage tax.* Large attendance facilities shall be subject to the same supplemental beverage taxes, due dates, and penalties as on-premises consumption hotel, motel, or restaurant permittees.
- (3) *Hours of operation.* The hours of operation for large attendance facility permittees shall be the same as those allowed for on premises consumption hotel, motel or restaurant permittees.
- (G) *Off-premises caterer permit.* Authorizes the purchase of alcoholic beverages from a retailer to transport to a private function which is being catered by the permit holder and to serve alcoholic beverages to attendees of the private function in conjunction with catered food.
- (1) *Permit fee.* A permit fee of \$250.00 is levied annually beginning on July 1, 2015, for any new permit issued between January 1st and June 20th (beginning in 2016), the permit fee shall be half of the above-amount.
- (2) *May not cater alcoholic beverages to large attendance or meeting facility.* Off-premises caterers as authorized by this section and A.C.A. § 3-4-901-905 may not cater alcoholic beverages to any large attendance or meeting facilities. All sales are subject to all applicable sales, but not to supplemental beverage taxes.
- (3) *Hours of operation.* The hours of operation for an off-premises catering permittee shall be the same as those allowed for on-premises consumption hotel, motel, or restaurant permittees.
- (H) *Satellite catering permit to serve large meeting or attendance facility.* Caterers with on-premises consumption – hotel, motel and restaurant permits authorized by subsection (E)

may cater alcoholic beverages in large meeting and attendance facilities as defined in A.C.A. § 3-9-202(8).

- (1) *Permit fee.* There is hereby levied an annual permit fee for a satellite catering permit of \$250.00. For any new permit issued between January 1st and June 30th, the permit fee shall be half of the above amount.
 - (2) *Supplemental beverage tax.* Satellite catering activities will be subject to the same supplemental beverage taxes, due dates, and penalties as on-premises consumption hotel, motel, or restaurant permittees.
 - (3) *Hours of operation.* The hours of operation for any satellite catering permittee shall be the same as those allowed for on-premises consumption hotel, motel, or restaurant permittees.
- (I) *Temporary Event Permit for the sale of beer, wine or liquor for on-premises consumption which is not to exceed five (5) consecutive days.*
- (1) *Permit fee.* There is hereby levied a permit fee for a special event permit of \$25.00 per serving station. A copy of the ABC permit shall accompany the application and fee.
 - (2) *Hours of operation.* The hours of operation for any special event shall be the same as the hours of the event.

Manufacturing

- (A) *Liquor manufacturing permit.* Authorizes the manufacture or distilling of spirituous or vinous (except wine) liquors, and the sale to persons holding valid permits to wholesale or import such liquors.
- (1) *Permit fee.*
 - (a) For the manufacturing and sale of spirituous liquors, the annual permit fee shall be \$500.00 for each and every manufacturing plant.
 - (b) For the manufacturing and sale of vinous (except wine) liquors, the annual permit fee shall be \$250.00 for each and every manufacturing plant.
- (B) *Beer manufacturing permit.* Authorizes the manufacture of beer containing not in excess of five percent alcohol by weight, and the sale of such beer to persons holding a valid permit to wholesale or import such beer.
- (1) *Permit fee.* For the manufacture and sale of beer, the annual permit fee shall be \$250.00 for each and every manufacturing plant.

- (C) *Rectifying permit.* Authorizes the rectifying, purifying, mixing, blending, or flavoring of spirituous liquors or the bottling, warehousing, or other handling or distribution of rectified distilled spirits. Rectifiers may sell, deliver, or transport only to wholesalers holding a valid permit to wholesale, to other rectifiers, or for the purpose of export out of state.
- (1) *Permit fee.* For the privilege of rectifying, blending, or flavoring spirituous liquors, there is hereby assessed an annual permit fee of \$750.00 for each and every rectifying, blending, or flavoring plant.

ORDINANCE NO. 12 of 2020

AN ORDINANCE TO ESTABLISH AND LAY OFF THE PALACE THEATER ENTERTAINMENT DISTRICT PURSUANT TO A.C.A. §14-54-1412, DECLARING AN EMERGENCY; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

WHEREAS, a request has been made by the owner of the real property located at 224 West South Street by Hipkind Excavating, LLC to form an entertainment district pursuant to A.C.A. §14-54-1412; and

WHEREAS, the Benton City Council has determined that the requested area is zoned primarily for commercial purposes and contains a sufficient number of restaurants and other entertainment establishments as required by the statute; and

WHEREAS, the City of Benton collects a gross receipts tax on prepared food or hotel and motel accommodations under A.C.A. §26-75-602 et seq.; and

WHEREAS, the City of Benton is located within Saline County which is authorized to sell alcoholic beverages; and

WHEREAS, the City Council wishes to establish and lay off the Palace Theater Entertainment District as defined herein and establishing regulations pertaining to same.

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

Section 1. That the real property described in Exhibit "A" attached hereto and made a part hereof is hereby established and laid off as the Palace Theater Entertainment District as authorized by A.C.A. §14-54-1412 together with such facilities related to any of the foregoing within said district. The entertainment district shall include all areas both inside and outside any structure located within the defined legal description.

Section 2. All regulations established by the Benton City Council pertaining to the dispensing and sale of alcohol shall also apply within the entertainment district.

Section 3. Because of the need to complete the construction of the facilities within the Palace Theater Entertainment District and for its operations to commence which will be of benefit to the local economy, an emergency is hereby declared and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of February, 2020.

APPROVED:

Tom Farmer, Mayor

ATTEST:

City Clerk

(S E A L)

EXHIBIT A

Beginning 132 feet West of the Northwest corner of Block 14 in the Town (now City) of Benton, Arkansas, run thence West 60 feet; thence South 125 feet; thence East 60 feet; thence North 125 feet to the place of beginning, the same being a part of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4), Section 10, in Township 2 South, Range 15 West.

ORDINANCE NO. 13 OF 2020

**AN ORDINANCE MODIFYING CERTAIN FEES TO BE CHARGED BY
THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF
BENTON; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas has found and determined that it should adjust certain fees to be charged by the City of Benton for the issuance of building/remodeling permits; and

WHEREAS, it has been determined that the fees which are included within Exhibit "A" to this ordinance are reasonable and necessary.

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

SECTION 1: The City Council hereby adopts the fee schedule for permits which are issued by the Community Development Department and are more fully stated within Exhibit "A" of this ordinance.

SECTION 2: The provisions of this ordinance are supplementary and remedial in nature. All City of Benton Ordinances Resolutions Regulations and parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict but not otherwise.

PASSED AND APPROVED this _____ day of _____ 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Community Development Permit Fees

Permits	Benton
Building Permit-Residential (New Construction)	\$0.10 per sq ft under roof. Includes 3 inspections
Building Permit-Residential (Additions)	\$0.10 per sq ft of remodeled/additional area. Includes 3 inspections
Building Permit-Residential (Accessory Building)	>200 sq ft is \$0.10 per sq ft. Includes 3 inspections.
Building Permit-Commercial (New Construction & Additions)	\$0.12 per sq ft. Includes 3 inspections
Building Permit-Commercial (Accessory Building)	\$0.12 per sq ft. Includes 3 inspections.
Commercial Plan Review	Depending on value price fee ranges from \$75-250
Electrical Permit	\$0.10 per sq ft. Includes 2 inspections
Plumbing Permit	\$0.10 per sq ft. Includes 3 inspections
HVAC	\$0.10 per sq ft. Prices include inspections
Inspection Fees	\$30 per inspection. \$35 for re-inspection
Rezone Fees	\$40
PUD	\$75

RESOLUTION NO. 23 OF 2020

**A RESOLUTION APPOINTING DARRELL WOOD TO THE CITY OF
BENTON HISTORIC DISTRICT COMMISSION;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton created the City of Benton Historic District Commission by Ordinance 30 of 2008; and

WHEREAS, the term of office for Darrell Wood shall be for a term of three (3) years and will expire on January 1, 2023.

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

SECTION 1. Darrell Wood is confirmed as a member of the City of Benton Historic District Commission. His term of office will expire January 1, 2023.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 24 OF 2020

**A RESOLUTION APPOINTING MARTHA SLAUGHTER TO THE CITY OF
BENTON HISTORIC DISTRICT COMMISSION;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton created the City of Benton Historic District Commission by Ordinance 30 of 2008; and

WHEREAS, the term of office for Martha Slaughter shall be for a term of three (3) years and will expire on January 1, 2023.

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

SECTION 1. Martha Slaughter is confirmed as a member of the City of Benton Historic District Commission. Her term of office will expire January 1, 2023.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 14 OF 2020

AN ORDINANCE AMENDING THE WAGE SCALE FOR EMPLOYEES IN THE CITY OF BENTON FIRE DEPARTMENT AS SET FORTH IN ORDINANCE 79 OF 2019; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton adopted a revised salary scale for the fire department in Ordinance 79 of 2019; and

WHEREAS, it has been determined that certain certificate pay was not included within the Ordinance, which needs to be added to the pay scale.

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

SECTION 1: The following certificates shall receive compensation as set forth below:

<u>Certificate</u>	<u>Compensation</u>
Fire Officer Leadership	\$10.00 a month/\$120 a year
Fire Inspector II	\$10.00 a month/\$120 a year
Advanced Pump Operations	\$10.00 a month/\$120 a year

SECTION 2: The pay authorized within this ordinance shall be effective as of November 1, 2019. Ordinances 79 of 2019 is hereby amended to conform to the pay ranges stated herein. All other ordinances in conflict herewith are repealed to the extent of the conflict but not otherwise. The mayor is hereby authorized to make a retroactive payment to the employees who are entitled to receive this compensation.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 4: There is an immediate need to correct the employee wage scale for the City of Benton Fire Department. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health, and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 25 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE PARKS FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN IMPROVEMENTS TO THE FACILITIES AT HOLLAND PARK INCLUDING IMPROVEMENTS TO THE ADULT FIELD ENTRY AND LIGHTING; AND FOR OTHER PURPOSES

WHEREAS, the City Council adopted the 2020 Parks Fund Budget in Resolution 82 of 2019; and

WHEREAS, the City Council needs to amend the 2020 Parks Fund budget in order to do monetary transfers of budgeted funds as set forth in Exhibit "1" to this Resolution.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2020 City of Benton Budget as adopted in Resolution 82 of 2019. The revised expenditures for the operations of the city are attached hereto as Exhibit "1" to this resolution and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation of city funds.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

Parks Fund Budget Amendment FY 2020



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2020. This submittal includes a revision for the Parks Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements.

Section 1: Amended Appropriations – Fiscal Year 2020

Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$5,050,328	\$0	\$5,050,328
Personnel	\$1,983,183	\$0	\$1,983,183
O&M, Other, etc	\$1,816,036	\$0	\$1,816,036
Capital Items	\$2,580,308	\$326,700	\$2,907,008
Total Budget	(\$1,329,199)		(\$1,655,899)

Section 2: Funding & Disbursements – Fiscal Year 2020

Parks Fund

Funding

This budget amendment authorizes the use of .50 cent cash on hand for these expenditures associated with the Tyndall and Lyle Park updates.

Capital Items

This budget amendment allows for the expenditures for improving the Holland Park Adult Field Entry - top parking lots in the amount of \$23,000 out of the line item Depreciable Assets - Structures 850.400.35.00 in the Parks Department.

This budget amendment allows for the expenditures for the last installment of Musco lights in the amount of \$303,700 out of the line item Depreciable Assets - Structures 850.400.35.00 in the Parks Department.

RESOLUTION NO. 26 OF 2020

A RESOLUTION AMENDING THE 2020 BUDGET FOR THE PARKS FUND AS ADOPTED IN RESOLUTION 82 OF 2019; AUTHORIZING CERTAIN RENOVATIONS TO THE FACILITIES AT TYNDALL PARK AND RENOVATIONS AT LYLE PARK; AND FOR OTHER PURPOSES

WHEREAS, the City Council adopted the 2020 Parks Fund Budget in Resolution 82 of 2019; and

WHEREAS, the City Council needs to amend the 2020 Parks Fund budget in order to do monetary transfers of budgeted funds as set forth in Exhibit "1" to this Resolution.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2020 City of Benton Budget as adopted in Resolution 82 of 2019. The revised expenditures for the operations of the city are attached hereto as Exhibit "1" to this resolution and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation of city funds.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

Parks Fund Budget Amendment FY 2020



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2020. This submittal includes a revision for the Parks Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements.

Section 1: Amended Appropriations – Fiscal Year 2020

Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$5,050,328	\$0	\$5,050,328
Personnel	\$1,983,183	\$0	\$1,983,183
O&M, Other, etc	\$1,816,036	\$0	\$1,816,036
Capital Items	\$1,461,060	\$1,119,248	\$2,580,308
Total Budget	(\$209,951)		(\$1,329,199)

Section 2: Funding & Disbursements – Fiscal Year 2020

Parks Fund

Funding

This budget amendment authorizes the use of .25 cent cash on hand for these expenditures associated with the Tyndall and Lyle Park updates.

Capital Items

This budget amendment allows for the expenditures for improving the Tyndall Park renovations in the amount of \$850,000 out of the line item Depreciable Assets - Structures 850.400.35.00 in the Parks Department.

This budget amendment allows for the expenditures for improving the Lyle Park renovations in the amount of \$269,248 out of the line item Depreciable Assets - Structures 850.400.35.00 in the Parks Department.

RESOLUTION NO. 27 OF 2020

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
HARRISON ENERGY PARTNERS FOR PROVIDING HVAC PREVENTATIVE
MAINTENANCE SERVICES TO THE RIVER CENTER; AND FOR OTHER
PURPOSES**

WHEREAS, the City wishes to enter into a one (1) year agreement with Harrison Energy Partners to provide UV preventative maintenance services to the River Center for total cost of \$9,985.00; and

WHEREAS, a copy of the proposal from Harrison Energy Partners is attached hereto as Exhibit "1".

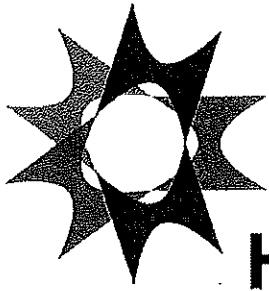
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS:

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a one (1) year agreement with Harrison Energy Partners to provide HVAC preventive maintenance services for the River Center which is consistent with the terms contained in Exhibit "1". This is the last year an extension may occur. The services will be placed out for bid in 2021.

PASSED AND APPROVED this the _____ day of February, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Harrison
Energy Partners
Commercial HVAC Excellence

1501 Westpark Drive, Suite 9
Little Rock, AR 72204

Phone: 501-661-0621

Toll Free: 800-505-0621

Fax: 501-661-9109

24-Hour Service Phone: 501-661-1058

www.harrisonenergy.com

HVAC Select Maintenance Agreement

Benton Riverside Park

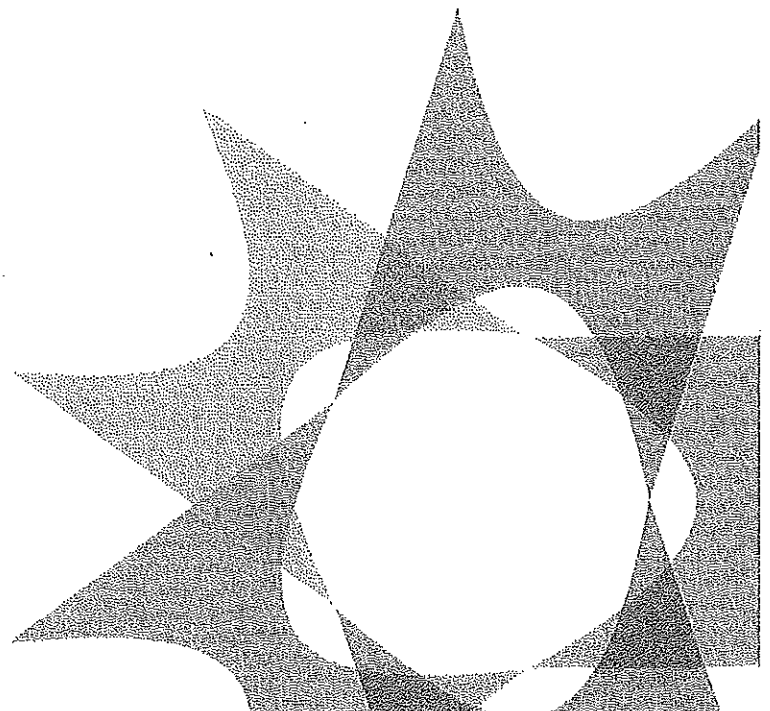
Proposal Number
SH200106

Valid Agreement Dates
August 1st, 2020 thru July 31st, 2021

Prepared for
Daniel Baxley
Adam Nelsen

At
Benton Riverside Park
1800 Citizens Drive
Benton, AR 72015

01/06/2020





Executive Summary

Thank you for choosing Harrison Energy Partners as your HVAC support partner. We are committed to working with you to ensure your building serves the needs of your organization.

Our commitment to you is to provide Select Maintenance coverage and Client Services at Benton Riverside Park for \$9,985.00 annually for one (1) year. The details of that commitment are in the following pages.

Harrison Energy Partners' goal is to be your long term provider of comfort solutions for a safe and healthy building environment. We believe in providing our customers with a knowledgeable and professional team to maintain your systems and the most sophisticated system analysis and diagnostic capabilities available.

We value the confidence you have placed in us and we look forward to working with you. If you should ever have any questions, comments, or concerns regarding our partnership, do not hesitate to bring them to our attention.

Thank you for the opportunity to continue our business relationship and we look forward to serving you throughout the duration of this agreement.

Sincerely,

Stephen Harris
Account Manager
501.539.0626



The Agreement

Harrison Energy Partners Maintenance Agreement

Scope of Maintenance

Provided in your Select Maintenance Agreement:

Select Maintenance Program

Routine maintenance inspections are performed throughout the year. Select Maintenance is defined as standard, recommended maintenance inspections, plus coverage for any necessary repairs to selected equipment. Select Maintenance does not include replacement of equipment, nor is it the intent of this agreement to serve as a replacement for the purchase of aged equipment and equipment that has exceeded its useful life. Equipment listed in this agreement that is at the end of its Median Service Age as identified in the 2011 ASHRAE Handbook of HVAC Applications, Chapter 37, Table 4, is excluded by the Select Maintenance portion of this agreement. Replacement is the responsibility of the Client. Maintenance inspections and repairs will be performed to the extent possible, at the agreed upon schedule.

Intelligent Services

Intelligent maintenance inspections will be performed throughout the year and are defined in the following "Intelligent Services Schedule". The equipment covered in the Intelligent Services Schedule is not covered under the Select Maintenance Program.

Emergency Service

Emergency service and repairs are available on a 24-hour-per-day basis and overtime will be invoiced at the difference between prevailing straight-time Agreement rates and overtime rates. This coverage includes all emergency calls between inspections as required for purpose of diagnosis of trouble, adjustment, and resetting controls.

The after-hours phone number is (501) 661-1058.

Major Repair Labor

This coverage includes all labor to diagnose, repair, or replace failed components of the equipment covered under the provisions of this agreement.

Replacement Parts and Components

Parts, refrigerant, oil and other materials are furnished under the provisions of this agreement.

**Exclusions on Coverage**

The agreement coverage does not include the cost of a crane should one be needed for repairs and will be invoiced separately on a time and materials basis.

Static refrigerant loss due to leakage at any valve, fitting, shaft seal, gland packing, joint or connection is not covered by Select Maintenance. This is defined as loss during extended periods of non-use. This will be invoiced on a time and material basis.

When no mechanical defect is found following a service call by the Client, this response by HEP is considered billable.

Any equipment not specifically listed in the Covered Equipment will not be covered by this agreement. Repairs to non-covered equipment will be invoiced on a time and material basis.

Written Reports

Written reports will be provided to the Client representative following each regular inspection or emergency call.

Preferential Service and Agreement Service Rate

This Agreement includes preferential service to the Client over non-Agreement customers. For work outside the scope of service, the specified Agreement rate applies. This rate is subject to adjustment.

Agreement Service Rate: 10% discount off current published rate per hour straight time.

Equipment Coverage



The following equipment will be maintained:

Manufacturer	Equipment	Model No.	Serial No.
PoolPak	Dehumidification Unit	MPK0090SEP-75E-DMM-R410A	MPK160901
PoolPak	Remote Condensing Unit	MAC1483	MPK160901-MAC

Seasonal Maintenance Schedule



Equipment Type	Spring	Summer	Fall	Winter
Dehumidification Unit	Comprehensive Inspection and Log, Clean Condenser Coils	Run Inspection and Log	Run Inspection and Log	Run Inspection and Log

Intelligent Services Schedule



Scope	Spring	Summer	Fall	Winter
Client Help Desk Access To the HEP help desk (email/phone support) for Inquires on system operation and/or remote diagnoses of issues, if possible.	As Needed	As Needed	As Needed	As Needed
Business Recovery (BAS Backup) Backups of the Controls System program are made and stored offsite for use in recovering from a catastrophic event (loss of programing/damage to programing)	BAS Backup		BAS Backup	
Staff Training Training on Operation and Navigation of the Controls System. May include self-paced web based training.	2 Hours		2 Hours	
Connectivity Harrison Energy Partners will provide connectivity to the system using a Harrison Energy Partners connectivity module.	Provided through the term of this agreement Includes monthly service charges for cellular device			



Pricing and Acceptance

Client Name:

Parks & Recreation City of Benton
1800 Citizens Drive
Benton, AR 72015

Site Name:

Parks & Recreation City of Benton
1800 Citizens Drive
Benton, AR 72015

Harrison Energy Partners Maintenance Agreement

Harrison Energy Partners agrees to inspect, maintain and repair the equipment listed under the "Equipment Coverage" section hereof (the "Equipment") according to the terms of this Service Agreement, including the "Agreement Parameters" and "Scope of Services" sections hereof. HEP agrees to give preferential service to Client over non-Agreement customers.

Payment and Maintenance Fee

Client agrees to pay \$9,985.00 over the one (1) year of this Agreement, to HEP as the fee (the "Maintenance Fee") for the inspection, maintenance and services described in the Seasonal Maintenance Schedule section hereof with respect to the Equipment. Taxes are not included and will be added to invoices. The Maintenance Fee is subject to adjustment as provided in the Agreement Parameters.

As part of this agreement, Harrison Energy Partners agrees to give preferential response to the client over non-contract customers. All labor not covered under this agreement will be provided at the preferred client rate of 10% less than our CURRENT standard rates.

Term

The initial term of this Maintenance Agreement shall be one (1) year, effective August 1, 2020, provided that HEP will have no obligation to Client prior to approval of this Maintenance Agreement in writing as provided below by an authorized representative of Harrison Energy Partners.

Submitted by**Pricing Option** _____**HEP Acceptance:****Client Acceptance:**_____
*Authorized Representative*_____
*Authorized Representative*_____
*Account Manager*_____
*Title*_____
*Title*_____
*Acceptance Date*_____
*Acceptance Date*_____
Client Email address for Service Report Submission



Agreement Payment Options

Arkansas and Local Sales Taxes Will Be Added to Amount Shown

Agreement Amount: **\$9,985.00**

Option "A" – Lump Sum Payment

Due Thirty (30) Days After Agreement Goes Into Effect

Total	\$9,985.00
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Option "B" – Quarterly Payments

Initial Payment Due When Agreement Goes Into Effect with Three (3) Quarterly Payments Due at Beginning or Next Three Quarters

Down Payment (40% Of Agreement Amount)	\$3,994.00
Due At Beginning Of 4 th Month	\$2,158.76
Due At Beginning Of 7 th Month	\$2,158.76
Due At Beginning Of 10 th Month	\$2,158.76
Total	\$10,470.28

Option "C" – Monthly Payments

Initial Payment Due When Agreement Goes Into Effect with Eleven (11)
Equal Payments Due at the Beginning of the Next Eleven (11) Months

Down Payment (One-Third Of Agreement Amount)	\$3,325.01
Due At Beginning Of Second Through Twelfth Months	\$ 659.01
Total	\$10,574.12



AGREEMENT PARAMETERS

1. HEP Maintenance Agreement shall be performed by trained mechanics directly employed or supervised by HEP and qualified to keep Client's equipment operating properly.
2. HEP shall not be required to furnish any item of equipment recommended or required by any Insurance Company, U.S. Government, State, Municipal or other regulatory authority.
3. Should any payment due by Client become 30 days or more delinquent, HEP may give written notice to Client of such delinquency. If full payment of the delinquent amount is not made within five (5) business days after the date of such notice, HEP has the option to declare this Agreement terminated, and all monies owed by Client shall be immediately payable upon written demand. The maximum interest rate allowed by law shall be charged on delinquent accounts over 30 days upon written notice.
4. This Agreement shall remain in effect as herein provided unless either party shall furnish other written notice of termination no later than 30 days prior to the end of any yearly period of the Agreement.
5. The parties may elect to renegotiate this Agreement upon its expiration.
6. All planned preventive maintenance service work under this Agreement is to be performed during the regular working hours of our regular working day, Monday through Friday, excepting state and federal holidays.
7. Client agrees to exclusively secure HEP for the service and repair work of the listed equipment and promptly notify HEP of any condition of the equipment that is unusual or that may adversely affect its operation and reliability. HEP shall not be required to make replacements or repairs necessitated by reason of negligence by other abuse or misuse, or by reason of any other cause beyond its control, including but not limited to equipment that has exceeded its useful life. This includes faulty design of the equipment or system, unless designed by or on behalf of HEP.
8. When Emergency or Regular Service is made at Client's request under the Select Maintenance Agreement, occasioned by Client's improper operation or misuse of the equipment, or by any other cause beyond the control of HEP, HEP reserves the right to charge Client for such emergency call, repairs and/or replacements in accordance with the then current service labor rates, subject to the Preferential Service and Agreement Service Rate provisions set forth in the Scope of Services.
9. The Agreement does not include the maintenance, repair or replacement of: recording or portable instruments, electrical disconnect switches, casing or cabinets, ductwork, insulation of any equipment not covered by this Agreement, damage from freezing, damage from power fluctuations, corrosion, electrolysis, drain stoppage or plumbing beyond equipment, gas lines, domestic water lines, non-moving parts of heating, cooling and ventilating equipment such as interconnecting communication wiring, ductwork, boiler shell, tubes and refractory material and other like items, air balancing, cooling tower framework and fill, any asbestos related work, chemical or water treatment unless specifically stated in the agreement, and other special equipment required by insurance, government regulations, or codes.
10. Reasonable means of access to equipment being serviced shall be provided to HEP. HEP shall be permitted to start and stop all equipment necessary to perform the herein-agreed services as arranged with, and approved by (such approval will not be unreasonably withheld), Client's representative, subject to there being no unreasonable interference with the Client's business or the operation of the Client's facility.
11. It is mutually understood that the listed equipment is in proper operating condition. Upon the initial service of a Select Maintenance Agreement, should any repairs be necessary, this Agreement will not be binding until the reported repairs have been performed at prevailing labor and material rates, subject to the Preferential Service and Agreement Service Rate provisions set forth in the Scope of Services.
12. In the event of riot, war, rebellion, fire, flood, act of God, terrorism, act of governmental authorities or any other cause beyond the control of the parties hereto which renders it impossible for either party to comply with the terms of this Agreement (a Force Majeure Occurrence), there shall be no liability for non-compliance caused thereby during the continuance thereof; provided, however, in the event of any such Force Majeure Occurrence affecting a party's ability to perform hereunder, such party shall use its reasonable efforts to eliminate the cause of such inability to perform and shall perform to the fullest extent it is able under the circumstances. In addition, during the period of any Force Majeure Occurrence affecting HEP's ability to perform the Services, Client shall be entitled to contract with and receive services from other sources and shall have no obligation to pay HEP any amounts otherwise due to HEP allocable to the period of such Force Majeure Occurrence.
13. In no event shall HEP be liable for business interruption losses, lost profits, or consequential or speculative damages. However, this shall not relieve HEP of liability for damages to property or injury to persons resulting from accidents caused directly by the negligence of HEP in the performance of its obligations under this Agreement.
14. For services not covered under the Scope of Services and performed by HEP upon Client's authorization, Client agrees to pay HEP upon presentation of itemized invoice(s) at HEP's then current labor, transportation and material charges, subject to the Preferential Service and Agreement Service Rate provisions set forth in the Scope of Services.
15. In the event that either party is forced to bring legal action to enforce the conditions of this Agreement, and in the further event that a party is successful in such litigation, then the prevailing party shall be entitled, in addition to any judgment for damages which it receives, to recover reasonable attorney fees and costs of litigation.
16. This Agreement covers the complete understanding between parties and shall become a valid Agreement only when accepted by Client and subsequently approved in writing by an officer or agent of HEP. No verbal representations shall be binding on either party.
17. The Select Maintenance Agreement includes refrigerant types R-410A, R-123, and R-134a. All other types of refrigerant will be installed, if available, and billed at prevailing material and labor rates, subject to the Preferential Service and Agreement Service Rate provisions set forth in the Scope of Services.



18. Rider 18, described in the following paragraphs A through H and I including sub-paragraphs a through f, is incorporated herein by reference.

- A. In the performance of the Services, HEP shall at all times comply with all applicable laws, ordinances, statutes, and rules and regulations relating to HEP or HEP's performance of the Services, including without limitation those promulgated by federal, state, county, and municipal governing bodies.
- B. HEP shall carry and maintain policies of insurance in accordance with the following:
- C. At all times during the term of this Agreement, HEP shall procure and maintain with Insurers reasonably acceptable to Client (a) workers compensation insurance and (b) comprehensive general liability insurance with a minimum liability coverage of Two Million Dollars (\$2,000,000).
- D. Prior to execution of this Agreement, if requested by Client, HEP shall furnish Client with a certificate of insurance for all policies of insurance required hereunder, stipulating that the insurer shall furnish Client thirty (30) days prior written notice of any cancellation, non-renewal or material change in the insurance coverage. Client shall be named as an additional insured by endorsement, except with respect to worker's compensation insurance. HEP shall maintain the comprehensive general liability insurance described above for not less than one year after the expiration or earlier termination of this Agreement and will pay all premiums on all policies as and when the same become due.
- E. HEP warrants that Services performed by HEP for Client and all equipment and materials furnished to Client will be of good quality and workmanship, lien-free, free from defects and shall be in compliance with all applicable governmental requirements and regulations. Standard original manufacturer product warranty terms apply to parts and equipment provided by HEP, notwithstanding anything herein to the contrary.
- F. HEP shall indemnify and hold Client harmless from and against any and all liability, losses, costs, and expenses (including reasonable attorneys' fees) for all damage or injury of any kind or nature (including death) to any person and for all property damage caused by or resulting from the negligence or fault of HEP, its employees, agents and consultants and contractors.
- G. Any information of Client or relating to Client's business, which HEP obtains as a result of the Services contemplated by this Agreement, which information is not generally available to the public, shall be considered Confidential Information. All requests for Confidential Information shall be directed to Client's representative, who will determine in his/her sole discretion whether disclosure of the requested Confidential Information is necessary to enable HEP to perform the Services. Regardless of how it is obtained, HEP shall not disclose to any third party or parties, or use, except expressly for the sole purpose of performing its obligations under this Agreement, any Confidential Information given to HEP by Client or learned or developed during the course of the Services except that HEP may disclose such Confidential Information to its employees, agents, consultants, counsel and contractors (collectively, Representatives) who need to know such Confidential Information in order for HEP to perform under the Agreement. HEP's obligations under this Agreement. HEP shall cause all such Representatives to comply with the provisions of this paragraph F and shall be responsible for any breach by such Representatives.
- H. This Agreement may be terminated (a) by Client, for its convenience, upon 30 days prior written notice, (b) by either party, if the other party commits a breach of any provision of this Agreement and such breach continues for a period of thirty (30) days following written notice, (c) by either party, effective immediately, if the other party files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law or makes or seeks to make a general assignment for the benefit of its creditors or applies for or consents to the appointment of a trustee, receiver or custodian for its or a substantial part of its property or (d) by either party, in the event of a Force Majeure Occurrence (as defined in Rider 11 to the Agreement) affecting the other party which continues for more than sixty (60) days. In the event this Agreement is terminated prior to the expiration of any contract year, Client shall be entitled to a prorata refund of the portion of any pre-paid annual Service Fee allocable to the portion of the contract year that follows the date of termination.
- I. Miscellaneous
 - a. HEP shall have the same obligations and responsibilities as set forth in the Arkansas Mechanics and Materialmen's Lien statutes applicable to its work under the Agreement.
 - b. This Agreement and any disputes arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) shall be governed by the laws of the State of Arkansas, without reference to its conflicts of law principles.
 - c. HEP's employees shall not be treated as employees of Client or its parent companies, subsidiaries or affiliates for any reason, including benefit plans, employment policies, disability laws, unemployment and workers compensation.
 - d. This Agreement (inclusive of Equipment, Service to be Rendered, Pricing and Acceptance, Payment Options, Scope of Services, Agreement Parameters and Riders) constitutes the entire agreement and understanding between the parties with respect to the subject matter specified herein and all prior or contemporaneous oral and all prior written documents with respect to the subject matter hereof are hereby superseded. No failure of either party to enforce any provisions hereof shall constitute a waiver by that party of its right subsequently to enforce the same or any other provision hereof. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party claimed to have waived such provision.
 - e. The parties voluntarily waive their respective right to trial by jury of any disputes arising hereunder.
 - f. The parties hereby agree with respect to any dispute arising hereunder, the Courts in Pulaski County, Arkansas shall have exclusive jurisdiction and venue.
- J. The parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a), 41 C.F.R. 60-250.5(a) and 41 C.F.R. 60-741.5(a). "We are an equal opportunity and affirmative action employer and we do not discriminate based on race, color, religion, sex, national origin, persons with a disability, or status as a protected veteran".

RESOLUTION NO. 28 OF 2020

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
AMERICAN FIRE PROTECTION GROUP, INC. FOR PROVIDING FIRE
SPRINKLER, FIRE ALARM AND FIRE EXTINGUISHER PREVENTATIVE
MAINTENANCE SERVICES TO THE RIVER CENTER; AND FOR OTHER
PURPOSES**

WHEREAS, the City wishes to enter into a one (1) year agreement with American Fire Protection Group, Inc. to provide fire sprinkler, fire alarm and fire extinguisher preventative maintenance services to the River Center for total cost of \$4,169.00; and

WHEREAS, a copy of the proposal from American Fire Protection Group, Inc. is attached hereto as Exhibit "1".

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a one (1) year agreement with American Fire Protection Group, Inc. to provide fire sprinkler, fire alarm and fire extinguisher preventive maintenance services for the River Center which is consistent with the terms contained in Exhibit "1". This agreement may be extended for only one more year before the services are placed for bid.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



AMERICAN
FIRE PROTECTION
GROUP, INC.

11121 Richardson Drive, North Little Rock, AR 72113
Phone 501-492-8550 | 800-643-8068
Fax 501-492-8570 | afpgusa.com

January 7, 2020

Parks & Recreation
1800 Citizens Drive
Benton, AR 72015
Attn: Daniel Baxley

RE: Proposal for Life Safety Inspection
Benton, AR

Dear Mr. Baxley,

We are pleased to submit our written proposal for the following work at your location: Life Safety Inspection
Prices quoted herein will be in effect for 30 days, after which time we will need to review and make any necessary updates due to continuing shifts in labor, fuel, and steel markets. Should you wish to have us perform the above noted work, please sign the Acceptance Clause at the bottom and return to us as soon as possible. Once we receive the signed agreement, we will contact you to schedule the work at your convenience. If you have any questions or require additional clarifications, I would be happy to meet with you on site to review the proposal.

If I can be of further assistance, please contact me at 501-492-8550.

Respectfully,

Mike Powell

Mike Powell
Service Sales Representative

J

Scope of Work

American Fire Protection Group will furnish the necessary labor to perform the Annual Life Safety on the following:

Sprinkler System Inspection – Annual Inspection of Fire Sprinkler Systems.

- (3) Wet Fire Sprinkler Systems (see below)
- (15) sprinkler and domestic backflows at various buildings
- Boys & Girls Club – 1 Wet Sprinkler
- Riverside Center – 2 Wet

Fire Alarm Inspection – Annual / Semi Annual Inspection of the following devices

- (2) Fire Alarm Panels
- (72) Smoke Initiating Devices
- (32) Pull Station Initiating Devices
- (30) Duct Detectors Initiating Devices
- (2) Heat Detectors
- (128) Horn / Strobe
- (12) Sprinkler Tamper Switches
- (6) Sprinkler Water Flows
- (5) Semi-Annual Ansul Suppression System for cooking hoods

Fire Extinguisher Inspection – Annual Inspection of (46) ABC Extinguishers

Work Excluded

- Tax (if applicable)
- Any other work not listed above
- Any unforeseen obstacles (Asbestos, Microbiologically Influenced Corrosion (MIC), etc.)
- 6-year Maintenance or Hydro Testing of Fire Extinguishers
- 5-year Internal or Obstruction Testing of Fire Sprinkler Systems.
- Owner will supply aerial lift.

Our price for the work as detailed above \$4,169.00 (FOUR THOUSAND ONE HUNDRED AND SIXTY- NINE DOLLARS AND 00/100)

Any extra Backflows over quoted price will be billed at \$60.00 per. Extinguishers above quoted will be billed at \$5.00 per. Minus 6/12 year maintenance

Acceptance Clause

I, _____, do hereby authorize Perkins Fire Pro to proceed with the work as detailed above.

By: _____ Title: _____ Date: _____

TERMS AND CONDITIONS

The Proposal, together with these Terms and Conditions, constitute the entire agreement ("Agreement") of the parties.

1. This Agreement is for the work performed as detailed in this Proposal only. If Customer wants "Company" to make any additional repairs, alterations, or replacements as a result of the work performed, the Company will do so for additional compensation to be agreed upon in writing by the parties.
2. The Company does not know and does not represent whether the current fire protection system on the property of Customer ("Property") was originally designed and installed in such a way that the system will perform as originally intended or is suitable and sufficient for its intended purpose given the way in which the Property has been or will be used. In other words, the Property has been or may be used in ways such that the configuration of partition walls, the location of and types of materials (including the presence of hazardous materials) and other conditions of the Property's use are such that the fire protection system is inadequate, insufficient, or unsuitable for the Property.

The Company is NOT responsible for any damages due to: (1) incompatibility of materials within a CPVC piping system, or, (2) corrosion or deterioration of piping due to Customer's water supply, atmospheric conditions, soil quality, or any other condition at Customer's facility that adversely affects the integrity of the fire protection system.

THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (A) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (B) IS FREE OF ALL DEFECTS AND DEFICIENCIES, (C) AND IS IN COMPLIANCE WITH ALL APPLICABLE CODES. Customer agrees that it has not retained Company to make these assessments unless otherwise specifically indicated.

3. The Company will be permitted, at all reasonable times, to enter the Property to conduct the work as outlined in this Agreement.
4. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, INJURIES, OR LIABILITIES, OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY UNDER THIS AGREEMENT (WHETHER ARISING DURING OR FOLLOWING THE PERFORMANCE OF THE WORK). THE FOREGOING OBLIGATIONS TO DEFEND, INDEMNIFY AND HOLD HARMLESS SHALL BE ENFORCEABLE REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT OF ANY OF THE "INDEMNIFIED PARTIES", IT BEING THE EXPRESS INTENT OF CUSTOMER TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE "INDEMNIFIED PARTIES" FROM THE CONSEQUENCES OF THE "INDEMNIFIED PARTIES" OWN NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD OR RULE OR OTHER FAULT. SHOULD THE "DAMAGES" ASSERTED AGAINST THE "INDEMNIFIED PARTIES" ARISE OUT OF THE SOLE NEGLIGENCE OF THE "INDEMNIFIED PARTIES", CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL BE ONLY FOR THE AMOUNT OF THE "DAMAGES" THAT EXCEEDS THE LESSER OF \$10,000.00 OR THE CONTRACT AMOUNT. CUSTOMER FURTHER AGREES TO INDEMNIFY THE "INDEMNIFIED PARTIES" FOR THEIR LEGAL FEES, COSTS AND DISBURSEMENTS PAID OR INCURRED TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH AND TO OBTAIN, MAINTAIN AND PAY FOR SUCH INSURANCE COVERAGE AND ENDORSEMENTS, INCLUDING COMPLETED OPERATIONS COVERAGE, AS WILL INSURE THE PROVISIONS OF THIS PARAGRAPH, AND UPON REQUEST, SHALL PROVIDE COMPANY WITH EVIDENCE THEREOF.
5. IT IS UNDERSTOOD AND AGREED BY THE CUSTOMER THAT THE COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF THE SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE LESSER OF \$10,000.00 OR THE PRICE OF THE WORK PERFORMED BY THE COMPANY. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY THE NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
6. CUSTOMER AGREES TO REQUIRE ITS INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.
7. While the Company will make every reasonable effort to prevent the discharge of water into or onto areas landscaping, decorative pavement, etc., it is the Customer's responsibility to provide sufficient and readily accessible means to accept the full flow of water that may be required by tests as determined by the type of inspection.
8. This Agreement may not be assigned by Customer without the written consent of the Company.
9. Neither party shall be liable to the other for indirect, incidental, consequential, or punitive damages arising out of the work.
10. If payment for work provided in this Agreement is not received by the Company within 30 days from the Customer's receipt of an invoice for work, Customer shall pay interest at the rate of 8% per annum on all past due sums, together with all costs of collection, including attorney's fees.

This Agreement constitutes the entire agreement of the parties. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The law of the state where the work is performed will govern. This Agreement supersedes all prior agreements. This Agreement may be modified only by written instrument signed by both

RESOLUTION NO. 29 OF 2020

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
MCCAULEY SERVICES FOR PROVIDING PEST CONTROL SERVICES TO
RIVERSIDE PARK; AND FOR OTHER PURPOSES**

WHEREAS, the City wishes to enter into a one (1) year agreement with McCauley Services to provide pest control services to Riverside Park at the rates set forth in Exhibit "1"; and

WHEREAS, a copy of the proposal from McCauley Services is attached hereto as Exhibit "1".

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a one (1) year agreement with McCauley Services to provide pest control services for Riverside Park which is consistent with the terms contained in Exhibit "1". This will be the final renewal of the agreement and the services will be placed for bid in 2021.

PASSED AND APPROVED this the _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



 PEST  ELECTRICAL  HANDYMAN

City of Benton Parks and Recreation
Pest Management Proposal

01/17/2020

800-672-2223 • office@callmccauley.com • callmccauley.com

23650 I-30, Bryant, AR 72022



01/17/2020

City of Benton Parks and Recreation
Daniel Baxley
1800 Citizens Dr.
Benton, AR 72015

Subject: Pest Management Proposal

Thank you for the opportunity to submit this proposal for the **City of Benton Parks and Recreation**. McCauley Services specializes in commercial response plans that are custom to your specific needs and protect your brand. The following scopes of work and pricing is recommended.

Scope of Work:

McCauley Services will treat the common areas of the River Center on a monthly schedule and the Gene Moss building on a quarterly schedule. A service for interior treatment will include treatment for ants, spiders, roaches, and occasional invaders. Each exterior service will consist of a crack and crevice treatment for roaches, ants, fire ants (within a 5 foot perimeter of the building), mice, rats, spiders (excluding the Brown Recluse) and occasional invaders. Spider webs will be swept down from the exterior during each service.

**A service on the concession stand areas will be provided monthly, during the months they are in use. A service for interior treatment, as needed will include treatment for ants, spiders, roaches, and occasional invaders. Each exterior service will consist of a crack and crevice treatment for roaches, ants, fire ants (within a 5 foot perimeter of the building), mice, rats, spiders (excluding the Brown Recluse) and occasional invaders. Spider webs will be swept down from the exterior during each service.*

Pricing:

River Center (includes senior center)	\$130 Monthly
Soccer Field Concession	\$15 Monthly*
Girls Softball Field Concession	\$20 Monthly*
Adult Softball Field Concession	\$20 Monthly*
Tyndall Park Concession	\$20 Monthly*
Gene Moss Building	\$50 Quarterly
Farmers Market	\$25 Monthly
Bernard Holland (Termite Renewal)	\$15 Monthly*/\$180 Annual

Additional Features:

- Emailed Statements and Invoices.
- Handheld device and barcoding technology to effectively track pest trends and accountability.
- Online account access for reports, invoices, licensing documentations, and billing services.

Please let us know if you have any questions or comments regarding this proposal by emailing office@callmccauley.com OR calling 800-672-2223. We appreciate your time and consideration!

Respectfully submitted,

MCCAULEY SERVICES
Justin McCauley

Ordinance No.15 of 2020

AN ORDINANCE AMENDING AND CORRECTING ORDINANCE 7 OF 2020; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton has determined that Ordinance 7 of 2020 contained a scrivener's error and should be corrected.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Benton, Arkansas, that:

SECTION 1. Section 17 of Ordinance 7 of 2020 is hereby amended and corrected to state that Ordinance 23 of 2000 has been repealed, not Ordinance 3 of 2000.

PASSED AND APPROVED this _____ day of February, 2020.

Tom Farmer, Mayor

Cindy Stracener, City Clerk