

BENTON CITY COUNCIL

July 26, 2021

6:00 PM

AGENDA

- I. **CALL TO ORDER** Mayor Tom Farmer
- II. **INVOCATION** Pastor Gene Huskey
- III. **PLEDGE OF ALLEGIANCE** Council Member Hart
- IV. **ROLL CALL** City Clerk
- V. **APPROVAL OF MINUTES** June 28, 2021
Regular Meeting
- VI. **APPROVAL OF MINUTES** June 28, 2021
Public Hearing
- VI. **SWEARING IN OF NEW BENTON POLICE OFFICERS**
- VII. **Resolution for Amplify** Mayor Tom Farmer
RESOLUTION NO. 64 OF 2021
A RESOLUTION EXEMPTING AMPLIFY FEST ACTIVITIES FROM
ORDINANCE NO. 29 OF 2007; AND FOR OTHER PURPOSES
- VII. **COMMITTEE REPORTS & MOTIONS**
 1. **FINANCE COMMITTEE** Council Member Morrow

ORDINANCE NO. 30 OF 2021 AMENDED AND SUBSTITUTED
AN ORDINANCE AUTHORIZING AN INCREASE FOR THE LOCAL
FIRE PENSION THAT CONSOLIDATED INTO LOPFI; AND FOR
OTHER PURPOSES

RESOLUTION NO. 65 OF 2021
A RESOLUTION OPENING THE BENTON AMERICAN RESCUE
PLAN ACT BANK ACCOUNT AT BANK OZK AND DEPOSITING THE
FUNDS THAT WERE AWARDED TO THE CITY; AND FOR OTHER
PURPOSES

RESOLUTION NO. 66 OF 2021
A RESOLUTION APPROVING THE PURCHASE OF THE UALR
PROPERTY IN BENTON FOR THE PRICE OF \$425,000 AND
AMENDING THE 2021 BUDGET TO APPROPRIATE FUNDS FOR
THE PURCHASE WHILE UTILIZING THE FINANCIAL STABILITY
FUND; AND FOR OTHER PURPOSES

RESOLUTION NO. 67 OF 2021
A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF
THE PURCHASE OF VEHICLES FOR THE POLICE DEPARTMENT;
AND FOR OTHER PURPOSES

RESOLUTION NO. 68 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING THROUGH THE ASP SELECTIVE TRAFFIC ENFORCEMENT PROGRAM; AND FOR OTHER PURPOSES

RESOLUTION NO. 69 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND FOR OTHER PURPOSES

2. PARKS COMMITTEE

Council Member Hart

RESOLUTION NO. 70 OF 2021

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH ROCKIN' KO TENNIS LLC FOR PROVIDING TENNIS SERVICES TO THE CITY; AND FOR OTHER PURPOSES

RESOLUTION NO. 71 OF 2021

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMERICAN FIRE PROTECTION GROUP, INC. FOR PROVIDING FIRE MONITORING SERVICES TO THE RIVERSIDE PARK; AND FOR OTHER PURPOSES

**3. COMMUNITY SERVICE/
ANIMAL CONTROL**

Council Member Reed

ORDINANCE NO 39 OF 2021

AN ORDINANCE TO CREATE A FEE TO ALLOW THE FIRE DEPARTMENT TO RECOUP COSTS ASSOCIATED WITH RESPONDING TO NON-EMERGENCY CALLS; AND FOR OTHER PURPOSES

ORDINANCE NO. 40 OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 78 OF 2007; CREATING ADDITIONAL RULES FOR ADDRESSES; AND FOR OTHER PURPOSES

ORDINANCE NO. 41 OF 2021

AN ORDINANCE AMENDING THE CITY OF BENTON, ARKANSAS ZONING ORDINANCE TO CLASSIFY STORAGE DEVELOPMENTS IN THE C3 COMMERCIAL ZONE AS A CONDITIONAL USE; AND FOR OTHER PURPOSES

ORDINANCE NO. 42 OF 2021

AN ORDINANCE REZONING 505 ALGOOD STREET IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS, FROM R2 SINGLE-FAMILY RESIDENTIAL TO R7 MULTI-FAMILY RESIDENTIAL ZONE; AND FOR OTHER PURPOSES

4. STREET & DRAINAGE COMMITTEE Council Member Hamm

ORDINANCE NO. 43 OF 2021

AN ORDINANCE ACCEPTING THE PUBLIC STREETS, UTILITIES, AND STORM DRAINAGE FOR MAINTENANCE WITHIN THE SHADY LANE SUBDIVISION, PHASE TWO; AND FOR OTHER PURPOSES

ORDINANCE NO. 44 OF 2021

AN ORDINANCE ACCEPTING THE PUBLIC STREETS, UTILITIES, AND STORM DRAINAGE FOR MAINTENANCE WITHIN THE NORTH SHORE AT HURRICANE LAKE SUBDIVISION, PHASES ONE, TWO, THREE, FOUR, AND FIVE; AND FOR OTHER PURPOSES

RESOLUTION NO. 72 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF THE STREETS AND DRAINAGE DEPARTMENT TO APPLY FOR GRANT FUNDING THROUGH THE CENTRAL ARKANSAS REGIONAL TRANSPORTATION STUDY AREA SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM; AND FOR OTHER PURPOSES

5. PERSONNEL/HEALTH & SAFETY COMMITTEE

Council Member Donnor

ORDINANCE NO. 45 OF 2021

AN ORDINANCE AMENDING ORDINANCE 46 OF 2020 AND ORDINANCE 47 OF 2020 ADDING CERTAIN LANGUAGE CERTIFICATES TO THE POLICE AND FIRE DEPARTMENTS' UNIFORMED PERSONNEL PAY STRUCTURES; AND FOR OTHER PURPOSES

6. PUBLIC UTILITIES COMMISSION Council Member Lee

7. A&P COMMISSION Council Members Lee & Brown

8. IT COMMITTEE Council Member Brown

9. P&Z COMMISSION Council Member Freeman

VIII. Old Business

IX. Public Comments

X. Adjourn

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
June 28, 2021
Benton Municipal Complex

The Benton City Council was called to order at 6:00 p.m.

Jimmy DeLamar gave the invocation.

Council Member Morrow led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

Council Member Frank Baptist
Council Member Robin Freeman
Council Member Bill Donnor
Council Member Judd Hart
Council Member Steve Lee
Cindy Stracener, City Clerk
Tom Farmer, Mayor

Council Member Steve Brown
Council Member Evelyn Reed
Council Member Jeff Morrow
Council Member Shane Knight
Council Member Jeff Hamm
Baxter Drennon, City Attorney via phone

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

Kelly Freudensprung, publisher of The Saline Courier presented the city, Toby Hirscheider and Lea Canady with a first place Reader's Choice Award for Third Thursdays, which was in the Festival and Events category.

Council Member Hart made a motion to approve the May 24, 2021, council meeting minutes. Seconded by Council Member Morrow. The Mayor called for a voice vote. All council members voted in the affirmative. The minutes were approved with 10 affirmative votes.

The next item on the agenda was committee reports and motions. Council Member Morrow was recognized for a report from the Finance Committee. Council Member Morrow made a motion to read and adopt Ordinance 30 of 2021 – An Ordinance Authorizing an Increase For the Local Fire Pension That Consolidated into LOPFI; and For Other Purposes. Seconded by Council Member Reed. The ordinance was read by the city clerk. The Mayor asked for any comments. Former Chief Bill Ford stated that he wanted to thank this council, this administration and the previous administration for working toward this raise. To my knowledge there has never been given a raise from this plan to the retirees. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee abstained, and Council Member Hamm yes. Ordinance 30 of 2021 was adopted with 9 affirmative votes and 1 abstained.

Council Member Morrow made a motion to read and adopt Ordinance 31 of 2021 – An Ordinance Revising the City of Benton Purchasing Policies and Procedures as Adopted in

Ordinance 68 of 2016. Seconded by Council Member Donnor. The ordinance was read by the city clerk. The Mayor asked for any comments. Council Member Hart stated that this is keeping our current policy plus adding a section for electronic fund transfers. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 31 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Ordinance 32 of 2021 – An Ordinance Waiving Competitive Bid and Approving the Purchase of IT Equipment, and Declaring an Emergency; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. The Mayor stated that Edafio handles all the city's IT so it would make sense that we use them for the police department also. The Mayor asked for any questions, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 32 of 2021 was adopted with 10 affirmative votes. Council Member Morrow made a motion to adopt the emergency clause. Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Ordinance 33 of 2021 – An Ordinance Waiving Competitive Bid and Approving the Purchase of 2 Chevrolet Tahoes and Declaring an Emergency; and For Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. The Mayor stated the reason that we are paying a little more than the state bid is that we were having a hard time finding vehicles for the police department. So, if we can find them we need to purchase them as soon as possible. That is the reason for the additional money above the state price. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 33 of 2021 was adopted with 10 affirmative votes. Council Member Morrow made a motion to adopt the emergency clause. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 55 of 2021 – A Resolution Declaring Certain Property as Surplus; and Authorizing the Sale of the Surplus Property At Auction. Seconded by Council Member Lee. The resolution was read by the city

clerk. This is for a Ford F350 van. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 55 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 56 of 2021 – A Resolution Authorizing the Mayor and the Police Chief to Apply for Grant Funding Through the US Department of Justice, Office of Community Oriented Policing Services (COPS); and For Other Purposes. Seconded by Council Member Knight. 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 Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 56 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 57 of 2021 – A Resolution Amending the 2021 Budget by Increasing the Expenditures for the Upgrade of IT in the Police Department; and For Other Purposes. 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 Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 57 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 58 of 2021 – A Resolution Amending the 2021 Budget and Appropriating Funds for the Purpose of Infrastructure Improvements for Economic Development Purposes; and For Other Purposes. Seconded by Council Member Reed. The resolution was read by the city clerk. The Mayor stated that this was for a 8 inch waterline to go across highway 35 to take care of the entire triangle for expansions. This will not only take care of the proposed project but any future projects. The Mayor asked for any questions or comments. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 58 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 59 of 2021 – A Resolution Authorizing the City to Enter into a Contract with Backdraft OPCO, LLC for the Use of the National Fire Incident Reporting System; and For Other Purposes. Seconded by Council Member Knight. The resolution was read by the city clerk. The Mayor asked for any comments. Chief Russ Evans stated that this is a new company, we use their web-based software to navigate all that information to the National Fire Reporting System. Our old one went up quite a bit. This one is \$1,500. It is a web-based system which Edafio really likes. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes,

Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 59 of 2021 was adopted with 10 affirmative votes.

Council Member Hart was recognized for a report from the Parks Committee. Council Member Hart made a motion to read and adopt Ordinance 34 of 2021 – An Ordinance Authorizing the Issuance of a Promissory Note To Provide Short-Term Financing Under Amendment No. 78 to the Arkansas Constitution for the Acquisition and Installation of Lighting and Related Equipment at Tyndall Park; Providing for the Payment of the Principal of, and Interest On, the Note; Designating the Note as a Qualified Tax Exempt Obligation; and Prescribing Other Matters Pertaining Thereto; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Brown. The Mayor stated that this obligates the city for about \$143,000 a year until July 2026. The Mayor asked for any questions or comments. Council Member Donnor asked why did we not take this from cash on hand. Council Member Hart stated that financing it over time allows cash flow. Sometimes it looks like we have balances but those are approved for projects. So, in order to be fiscal responsible and not cause a cash flow problem in the future. Council Member Donnor stated that if it is in the budget and appropriated then it has not been spent yet. Council Member Hart stated most of the projects have been approved by council already, but the monies have not been allocated on that yet. Council Member Donnor stated so the money is there until it is spent. Council Member Hart stated correct. Council Member Donnor asked how much is the park's balance at this time. Ms. Spicer stated for all of their accounts together, they have roughly \$2.5 to \$3 million. Council Member Donnor stated so they have \$3 million in the bank, and we are going to borrow half a million. Council Member Morrow stated that we have projects that have bills that have not come due yet so there is a cash flow schedule. We have obligations against that \$3 million. Council Member Donnor stated you have obligations but sometimes those obligations don't come true. Until you sign the contract it is just an obligation. Council Member Morrow stated that the projects are under construction the money just has not come due. The Mayor stated for example Lyle Park. Council Member Donnor stated the street department has had some like the bridge on Shenandoah and that was supposed to be done last year but the money was carried over this year. Just because you have it obligated until it is spent, it is still money there. Ms. Spicer stated that the way this is set up it will have a placeholder for the future years budget. It is a very good interest rate, so it made better sense to finance it. Council Member Donnor stated so we have tied the city up until 2026. Council Member Hart stated that this is the same process that we have done for every Musco Lighting. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 34 of 2021 was adopted with 10 affirmative votes. Council Member Hart made a motion to approve the emergency clause. Seconded by Council Member Morrow. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 10 affirmative votes.

Council Member Hart made a motion to read and adopt Resolution 60 of 2021 – A Resolution Authorizing the Mayor and the City Clerk to Execute an Agreement with the Benton School

District for the Operation of the High School Swim Team at Riverside Park; and For Other Purposes. Seconded by Council Member Knight. 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 Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 60 of 2021 was adopted with 10 affirmative votes.

Council Member Hart made a motion to read and adopt Resolution 61 of 2021 – A Resolution Authorizing the Mayor and the City Clerk to Execute an Agreement with the Benton School District for the Operation of the High School Tennis Team at Tyndall Park; and For Other Purposes. Seconded by Council Member Morrow. The resolution was read by the city clerk. The Mayor stated that with this contract there is no fee involved unless there is a cleaning fee. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 61 of 2021 was adopted with 10 affirmative votes.

Council Member Hart made a motion to read and adopt Resolution 62 of 2021 – A Resolution Authorizing the City to Enter Into a Contract with Carl West for the Provision of Certain Recreational Services to the Citizens of Benton; and For Other Purposes. Seconded by Council Member Knight. The resolution was read by the city clerk. This is for adult softball. The Mayor stated that this is very similar to what we do with the baseball program, we have an outside group run the baseball program. The Mayor asked for any comments, none. Mr. West stated that he thanked the council for the opportunity to run this program. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 62 of 2021 was adopted with 10 affirmative votes.

Council Member Hart made a motion to read and adopt Resolution 63 of 2021 – A Resolution Authorizing the City to Apply for a Grant with the International Mountain Bicycling Association for a Mountain Bike Park Design; and For Other Purposes. Seconded by Council Member Reed. The resolution was read by the city clerk. The Mayor stated that this is just to apply for a grant to get a design. The Mayor asked for any comments. Council Member Knight stated that in this design they present us with a design and if something happens at the end of the day and we don't follow their design then the city is not on the hook for any kind of reimbursement for the matching. Council Member Hart stated that it is a one-to-one match. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 63 of 2021 was adopted with 10 affirmative votes.

Council Member Reed was recognized for a report from the Community Services/Animal Control Committee. She stated she had nothing tonight.

Council Member Hamm was recognized for a report from the Street and Drainage Committee. Council Member Hamm made a motion to read and adopt Ordinance 35 of 2021 – An Ordinance Vacating and Closing Dale Avenue in the City of Benton; and For Other Purposes. Seconded by Council Member Morrow. The ordinance was read by the city clerk. The Mayor stated that a public hearing was held prior the council meeting and there were no comments given by anyone concerning the closing of Dale Avenue. It came about because the city has purchased the property directly across from their office and they would like to put a gate across it to protect our drinking water and their equipment that is beyond that gate. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 35 of 2021 was adopted with 10 affirmative votes.

Council Member Donnor was recognized for a report from the Personnel/Health & Safety Committee. Council Member Donnor made a motion to read and adopt Ordinance 36 of 2021– An Ordinance to Create the Position of Assistant Director of Streets; and For Other Purposes. Seconded by Council Member Brown. The ordinance was read by the city clerk. The Mayor stated that this came out of a need to make it equivalent to what we have in Parks. The recommendation came that we needed an assistant director to handle situations and things because what we had was a street manager acting in that position for the last year. So, it was only right to give him the job of what he was actually doing. The Mayor asked for any comments. Council Member Hamm stated that this gentleman is very well deserving of this, and I appreciate the council's approval on this. The Mayor asked that roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 36 of 2021 was adopted with 10 affirmative votes.

Council Member Lee was recognized for a report from the Public Utility Commission. Council Member Lee made a motion to read and adopt Ordinance 37 of 2021 – An Ordinance Amending Ordinance 60 of 2019 Net Metering Rules for Benton Utilities Electric Department; Declaring an Emergency; and For Other Purposes by title only. Seconded by Council Member Knight. Roll was call for the motion to read by title only. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Motion to read by title only was approved with 10 affirmative votes. The ordinance was read by title only. The Mayor stated that over the last months the county and the utilities department, Mr. Vondran have worked together to come up with this. Mr. Vondran thanked Judge Arey and the county attorney for their participation in this. It has been a long time coming and they have been very patient and diligent in coming together with something that is going to work for them and for the citizens who are non-solar customers of Benton Utilities. The main difference in the ordinance is that the previous ordinance set a limit at 300kw on the size of the solar system that could be installed. Due to the jail and how much electricity they use, they are able to incorporate a larger size of a 500kw unit. So, the

ordinance needed to be modified to accommodate the size of the solar plant. All while doing this we wanted to be able to protect and remain revenue neutral as far as non-solar customers subsidizing solar customers and we were able to do that so we thank the county officials again and appreciate your support of this ordinance. The Mayor asked for any other comments, none. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 37 of 2021 was adopted with 10 affirmative votes. Council Member Lee made a motion to adopt the emergency clause. Seconded by Council Member Hart. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 10 affirmative votes.

Council Member Brown was recognized for a report from the A&P Commission. He presented the minutes from the last commission meeting. See attached.

Council Member Brown was recognized for a report from the IT Committee. He gave that report. See attached.

Council Member Freeman was recognized for a report from the Planning and Zoning Commission. Council Member Freeman made a motion to read and adopt Ordinance 38 of 2021 – An Ordinance Rezoning 603 N Market Street in the City of Benton, Saline County Arkansas From C1 Neighborhood Commercial to TC2 Town Center Zone; and for Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. The Mayor asked for any comments. Council Member Hamm asked if Mr. Jordan could explain why this was taking place. Mr. Jordan stated that the reason the property owner is doing this is the way it is currently zoned and if they moved away, they could not use it as a residential property, it would have to be a conditional use. So, the property owner is trying to clean it up now and if they hand it off to their children in the future they can use it as a residence or potential commercial. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 38 of 2021 was approved with 10 affirmative votes.

The Planning and Zoning Commission report for the June meeting is attached.

The Mayor stated that this Friday is the Independence Day Bash. We have sponsorship for the entire thing, so no tax dollars are being spent. Committee meetings will be the week of the 12th. Third Thursday will be July 15th. A Town Hall meeting will be held at 111 North Main for the Entertainment District. The next council meeting will be July 26th. Riverside Park will be closed on July 4th and July 5th city hall will be closed.

The Mayor asked for any old business. None. The Mayor asked for public comments. County Judge Jeff Arey thanked Mr. Vondran, the Public Utility Commission, the Mayor and all

involved for the work that was done on the ordinance that was passed tonight. It impacts a big project that the county has going on that is part of a large facility improvement program. It should bring down some expenses at the jail which we all share in the expense of. Thank you to everyone involved.

The meeting adjourned at 6:57 p.m.

Cindy Stracener, City Clerk

Tom Farmer, Mayor

BENTON ADVERTISING & PROMOTION COMMISSION

Minutes

June 9, 2021

I. CALL TO ORDER

Chairman Bill Eldridge called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order on June 9, 2021 at 3:30 pm at the Benton Municipal Complex in Council Chambers.

II. ROLL CALL

Commissioners in attendance included: Bill Eldridge, Steve Brown, Elgin Hamner IV and Steve Lee. Brandi Crabtree, Luke Moody and Alison Burch were absent.

III. MINUTES

Steve Brown made a motion to approve the minutes of the May 12, 2021 meeting. Steve Lee seconded. Motion carried.

IV. FINANCIAL REPORTS

Financial reports were presented by Jordan Woolbright. The A&P Commission bank accounts show the following balances as of May 31, 2021:

Bank OZK – A&P	\$115,898.63
Bank OZK – Event Center	\$256,654.84
Bank OZK – Savings	<u>\$455,956.49</u>
Total Checking/Savings	\$828,509.96

A&P profit and loss statements: for the month of May 2021 total income of \$14,786.98 and total expenses of \$7,924.87 resulting in net income of \$6,862.11. For the period of January to May 2021 total income of \$65,994.99 and total expenses of \$40,359.00 resulting in net income of \$25,635.99.

Event Center profit and loss statements: for the month of May 2021 total income of \$43,364.03 and total expenses of \$25,322.53 resulting in net income of \$18,041.50. For the time period of January to May 2021 total income of \$194,021.22 and total expenses of \$127,765.64 resulting in net income of \$66,255.58.

City of Benton Financial Officer Mandy Spicer presented reports showing the total A&P cash accounts as \$1,754,468.39 and A&P bond funds to be \$811,052.37 as of May 31, 2021. Collections received in the month of May 2021 in comparison to May 2020 are approximately 23% higher. There are currently 15 delinquent accounts which are all one month past due. The breakdown of the 15 accounts is five restaurants, five food trucks, two convenience stores and three others. The companies will receive letters this week informing them of the past due status.

Steve Brown made a motion to approve the financial reports. Steve Lee seconded. Motion carried.

V. REPORT FROM BENTON EVENT CENTER

Director Nikki Chumley reported that she and Steve Jordan have been very busy with events since the last meeting with several quick turnovers between events. She has had approximately five new contract laborers start recently and she continues to get new bookings.

Nikki reported that the LED sign is very dim. According to the company that installed the sign, Ace Signs, the photo cells are failing and cannot be replaced due to the fact that they're over 8 years old. Steve Lee made a motion that Nikki get three quotes on replacing the electronic sign. Steve Brown seconded. Motion carried.

VI. OLD BUSINESS

Report from Marketing Committee

Steve Lee and Steve Brown reported that the marketing committee is discussing the decorative lighting project for Downtown Benton and acquiring pricing information. This is an ongoing project that was first discussed in 2020. The committee believes this will be a great enhancement to the downtown area.

Update on Network Upgrades from Edafio

Nikki Chumley reported that the cabling will be done in the Benton Event Center next week followed by installation of the new equipment. The project should be finished by the end of next week with very little down time.

VII. NEW BUSINESS

Arkansas Blood Institute

Chairman Bill Eldridge recognized Darren Shaw and Vince Maniace with Arkansas Blood Institute. Vince thanked the commission for partnering with them in the last year and allowing them to hold five blood drives at the Benton Event Center without paying rent. Over 900 people received blood transfusions as a direct result from these blood drives. Vince explained that the local blood supply is still being negatively affected by the pandemic and requested that the commission extend the partnership for an additional year. He said ABI will work with Nikki to find dates for blood drives that don't conflict with other events. Nikki reported that the blood drives are very low maintenance events for her and Steve. Steve Lee made a motion that Arkansas Blood Institute be allowed to hold blood drives at the Benton Event Center within the next 12 months without paying rent. Elgin Hamner IV seconded. Motion carried.

Future Benton Focus Group

Steve Brown reported that the focus group met for the first time last night with 100% attendance of its 18 members. It was a great organizational meeting with information given about how the A&P Commission, the City's Parks Department, the A&P Marketing

Committee and the Future Benton Focus Group would work together to create ideas and evaluate plans for future projects using A&P funds and making recommendations to the Benton City Council.

Funding Request Documents

Amy McCormick asked the commissioners to review the two documents in their packets that are given to organizations requesting funding. The two documents are the Policy of Application for Funding and the Funding Request Application. A few changes are indicated on the Policy, including the current day of the A&P meetings and clarification for when funding applications need to be submitted and when they are voted on by the commission. Steve Brown made a motion to approve the documents as presented. Steve Lee seconded. Motion carried.

Meeting Time

Bill Eldridge introduced the subject of evaluating the meeting day and time for the A&P meetings. With only four commissioners present the subject was tabled until the next meeting.

VIII. FUNDING REQUEST

None

IX. OTHER BUSINESS

City Attorney Baxter Drennan informed the commissioners about two items on behalf of Mayor Tom Farmer who was unable to attend the meeting:

1. A coupon book that promotes the businesses that pay the A&P tax that can be distributed at various locations including the Benton Event Center.
2. The Benton City Council will discuss establishing an arts and entertainment district that includes downtown Benton at an upcoming meeting. There are many things to decide including the days and times of the district, how to identify participants, security and signage. There are a lot of pros and cons for business owners and citizens regarding this issue and the aldermen will seek to gather as much information and feedback as possible. An option for the identification of participants is wristbands purchased by the A&P Commission.

Bill Eldridge asked if there were any questions or comments from the public attending the meeting or watching via Facebook live.

1. Attendee Damon Helton asked the following:
 - a. What is the strategy for the surplus funds once the event center is paid off?
Steve Brown answered that the Future Benton Focus Group was formed to discuss this issue and make suggestions of projects.
 - b. Is it possible for the collections report to include amounts collected in 2019?
Mandy answered yes.

- c. Is it possible for the collections report to be posted on the City's website. Mandy answered yes.
- d. How are the number of attendees at the Benton Event Center calculated? Nikki answered that the numbers are based on the layouts approved by the renters along with communication with the renters after events.
- e. Who will pay for a new digital sign for the Benton Event Center? Bill Eldridge answered that funds from the event center's contingency account would be used.
- f. What is the relationship between the A&P Commission, the Benton Event Center and the Benton Area Chamber of Commerce? Bill Eldridge and Gary James explained that the chamber acts as the administer for the A&P Commission including handling communication, funding requests and administering the meetings. When the Benton Event Center was being built and the commission was seeking bids for management companies, the chamber submitted a bid that was substantially less than the other bids. The A&P Commission entered into an agreement with the chamber to manage the event center. Gary James further explained that prior to hiring the chamber, the A&P Commission had two full-time employees and office space that cost approximately \$220,000. Currently, the A&P Commission pays the Chamber approximately \$80,000. Bill Eldridge added that it has been a winning partnership that has greatly contributed to the success of the Benton Event Center.

2. Attendee Stephanie Duke asked the following:

- a. Is it possible for the A&P financials to be posted on the City's website. Mandy answered yes.
- b. Is it possible for the commissioners' contact information be posted on the City's website? Bill said yes.
- c. When will the Benton Event Center become self-sustaining? Steve Brown answered that the commission is working on a plan for this.

Bill Eldridge informed the commissioners that all current contracts, service agreements and partnerships would be reviewed within the next 4-6 weeks.

Bill Eldridge thanked the attendees for being at the meeting and thanked the commissioners for serving. He stated that the commissioners take their positions very seriously and strive to be good stewards.

X. ADJOURNMENT

Steve Brown made a motion to adjourn the meeting. Steve Lee seconded. Motion carried. The meeting was adjourned at 4:44 pm.

Bill Eldridge
Chairman

Amy McCormick
Recording Secretary

Client:	City of Benton				
Project:	Network Refresh – Switches, Firewalls, SD-WAN Connections				
Report as of: Frequency:	6/23/2021	Started:	10/28/2020	Estimated End:	6/30/2021
Project Summary					
Replace, and refresh network infrastructure as described in Edafio Quote Number: AV022450 v10, dated 10/28/2020.					
Overall Project Status	In progress	Est. % Complete:		85%	
Key Milestones / Activities	Est. Start	Est. End	Est. %	Status	
Migrate Sites to New Switch & FWs:					
City Hall MDF	3/26	4/27	100%	Complete	
Animal Control	4/13	4/13	100%	Complete	
FS1	4/22	4/22	100%	Complete	
FS2	4/15	4/15	100%	Complete	
FS3	4/19	4/19	100%	Complete	
FS4	4/20	4/20	100%	Complete	
FS5	4/16	4/16	100%	Complete	
Tyndall Park	4/14	4/14	100%	Complete	
River Center	~6/1	6/25	25%	In Progress	
Streets/Drainage	4/17	4/17	100%	Complete	
Fiber Installed (by Fidelity) for SD-WAN	3/1	5/28	100%	Complete	
SD-WAN Connected & Configured	5/31	6/15 6/30	90%	In progress	
Additional projects:					
Police at City Hall	TBD	TBD			
Police Annex	TBD	TBD			
Benton Event Center	6/1	TBD	25%	In progress	
Issues/Risks/Actions for Management Attention					
<ul style="list-style-type: none">None					
Accomplishments					
<ul style="list-style-type: none">New switches and firewalls installed/completed for all locationsContinued coordination to finish implementation at River CenterStarted new switches and firewall installation at Benton Event Center					
Work Planned					
<ul style="list-style-type: none">Continue/Complete implementing River Center connections this weekContinue connection work at Benton Event CenterDefine plans for Police Department, Police Annex					

Planning Commission Report to the City Council

June 1, 2021

The Planning Commission held its regularly scheduled meeting on June 1, 2021, at 6 pm in Council Chambers. During the regular course of business, the following issues were discussed:

- Approved a variance request at 6540 Westminster Avenue
- Approve a conditional use request at 1600 Dixie. The owner later removed the request from consideration
- Tabled a request to rezone 505 Algood from R2 to R7
- Disapproved a rezone request of 4303 Boone Road from R2 to C1
- Approved a rezone request at 603 N. Market from C1 to TC2

With no other business to discuss, the meeting was adjourned.

Submitted by Robin R. Freeman

**Public Hearing Minutes
City of Benton
June 28, 2021
Benton Municipal Complex
Ordinance 35 of 2021**

The Mayor called the public hearing to order at 5:50 p.m. The purpose of the hearing was to give citizens an opportunity to speak concerning Ordinance 35 of 2021 – An Ordinance Vacating and Closing Dale Avenue in the City of Benton; and For Other Purposes.

The Mayor asked if there was anyone who wanted to speak for this ordinance. No one came forward. The Mayor asked if there was anyone who wanted to speak against this. No one came forward.

The Mayor closed the public hearing at 5:51 p.m.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 64 OF 2021

**A RESOLUTION EXEMPTING AMPLIFY FEST ACTIVITIES
FROM ORDINANCE NO. 29 OF 2007; AND FOR OTHER
PURPOSES**

WHEREAS, Ordinance No. 29 of 2007 prohibits excessive noises within the City of Benton, Arkansas, and authorizes the City Council to pass a Resolution exempting public activities like musical events from the Ordinance;

WHEREAS, the City Council wishes to designate those activities which are occurring in and around the area of the Benton municipal airport property, the Saline County Fairgrounds, or any other area in use for Amplify Fest Activities during the time period of August 20 through August 21, 2021, as a public activity as described in Ordinance No. 29 of 2007, Section 4, Paragraph 3.

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

SECTION 1: The City Council does hereby grant its approval pursuant to Ordinance No. 29 of 2007, Section 4 Paragraph 3, for the Amplify Fest activities to occur and designates this event as a public activity exempt from the noise restrictions contained in Ordinance No. 29 of 2007. This designation is from August 20 through August 21, 2021 and shall include such additional time as may be necessary to conduct sound checks of the equipment prior to the event.

PASSED AND APPROVED this _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

AMENDED AND SUBSTITUTED ORDINANCE NO. 30 OF 2021

**AN ORDINANCE AUTHORIZING AN INCREASE FOR THE
LOCAL FIRE PENSION THAT CONSOLIDATED INTO LOPFI;
AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Benton, Arkansas, approved an actuarial valuation of the Local Fire Pension plan that was consolidated into LOPFI in 2020 with increases of \$200 per month for paid service participants and \$50 per month for volunteer participants beginning July 1, 2021; and

WHEREAS, the results of the actuarial valuation detailed that the paid service rate did not change from the 2021 established rate due to mortality improvements since the date of the consolidation valuation. The Volunteer Service rate experienced a significant increase from a beneficiary's birthdate change making the person about 10 years younger. The \$200 and \$50 per month increases do not apply to alternate payees under a Qualified Domestic Relations Order. The actuarial valuation was developed using the presumption that alternate payees would be excluded from any benefit increase.

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

SECTION 1: That the City Council has accepted the actuarial valuation of the Local Fire Pension plan that was consolidated into LOPFI in 2020 with increases of \$200 per month for paid service participants and \$50 per month for volunteer participants and the City's paid service rate will not change.

SECTION 2: Severability.

In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

SECTION 3: Repealer.

All laws, ordinances, or resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 65 OF 2021

**A RESOLUTION OPENING THE BENTON AMERICAN RESCUE
PLAN ACT BANK ACCOUNT AT BANK OZK AND DEPOSITING
THE FUNDS THAT WERE AWARDED TO THE CITY; AND FOR
OTHER PURPOSES**

WHEREAS, the City of Benton has been awarded monies from the American Rescue Plan Act and it has been determined to establish a separate bank account to properly account for said monies; and

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

SECTION 1: The American Rescue Plan Act bank account to be held at Bank OZK shall be opened. The proceeds awarded to the City of Benton shall be deposited into this account.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 66 OF 2021

A RESOLUTION APPROVING THE PURCHASE OF THE UALR PROPERTY IN BENTON FOR THE PRICE OF \$425,000 AND AMENDING THE 2021 BUDGET TO APPROPRIATE FUNDS FOR THE PURCHASE WHILE UTILIZING THE FINANCIAL STABILITY FUND; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, has approved the purchase of the UALR property on South Street in the City of Benton for the agreed upon price of \$425,000, contingent upon a positive structural engineer's report;

WHEREAS, the City Council needs to amend the 2021 City of Benton budget in order to appropriate expenses associated with the purchase of said property out of line item 850.40.11.01, while utilizing cash held in the Financial Stability Fund in the amount of \$425,000;

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

SECTION 1: Pursuant to the authority granted in Ark. Code §§ 14-58-202 and 14-58-203 the City Council does hereby amend the FY2021 City of Benton Budget as adopted in Resolution 96 of 2020. The budget revisions are attached hereto as Exhibit 1 to this Resolution and are more fully described therein.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton, Arkansas

General Fund

Budget Amendment

FY 2021



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2021. 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 2021

General Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$18,313,906		\$18,313,906
Personnel	\$14,801,727		\$14,801,727
O&M, Other, etc	\$3,751,935		\$3,751,935
Capital Items	\$161,908	\$425,000	\$586,908
Total Budget	(\$401,664)		(\$826,664)

Section 2: Funding & Disbursements – Fiscal Year 2021

General Fund

Expenditures

This budget amendment approves the purchase of the UALR building out of line item 850.40.11.01 and utilizing cash on hand out of the Financial Stability Fund.

Capital Assets	850.40.11.01	\$425,000
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RESOLUTION NO. 67 OF 2021

**A RESOLUTION AMENDING THE 2021 BUDGET FOR
THE COST OF THE PURCHASE OF VEHICLES FOR THE
POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it needs to amend the 2021 City of Benton budget in order to appropriate expenses associated with the purchase of vehicles for the Police Department and utilizing Police Special Revenues, Police Federal Drug Control (line item 785.19) in the amount of \$120,000;

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

SECTION 1: Pursuant to the authority granted in Ark. Code §§ 14-58-202 and 14-58-203, the City Council does hereby amend the FY2021 City of Benton Budget as adopted in Resolution 96 of 2020. The budget revisions are attached hereto as Exhibit 1 to this Resolution and are more fully described therein.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton, Arkansas

Special Fund
Budget Amendment
FY 2021



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2021. This submittal includes a revision for the Special 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 2021

Special Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$1,111,099		\$1,111,099
Expenditures	\$988,229	\$120,000	\$1,108,229
Total Budget	\$122,870		\$2,870

Section 2: Funding & Disbursements – Fiscal Year 2021

Special Fund

Expenditures

This budget amendment increases the amount budgeted to the following line items.

Police Federal Drug Control Fund	785.19	\$120,000
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RESOLUTION NO. 68 OF 2021

**A RESOLUTION AUTHORIZING THE MAYOR AND THE
CHIEF OF POLICE TO APPLY FOR GRANT FUNDING
THROUGH THE ASP SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM; AND FOR OTHER
PURPOSES**

WHEREAS, the Chief of the Benton Police Department is requesting that the City Council authorize the City to apply for a grant through the ASP Selective Traffic Enforcement Program for the purpose of securing funds for DWI Task Force, Seatbelt Taskforce, Distracted Driving Task Force, Speed Task Force, and extra funding items such as car seats and other necessary items; and

WHEREAS, the City Council wishes to authorize the Mayor and the Police Chief to apply for such grant funding.

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

SECTION 1: The City Council does hereby authorize the Mayor and the Police Chief to make an application through the ASP Selective Traffic Enforcement Program for the purposes stated herein. The Mayor, Police Chief, City Clerk, and the City Attorney are all authorized and directed to execute any document that may be necessary or convenient to fulfill the purposes of this Resolution.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 69 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO APPLY FOR GRANT FUNDING THROUGH THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AND FOR OTHER PURPOSES

WHEREAS, the Chief of the Benton Police Department is requesting that the City Council authorize the City to apply for a grant through the Edward Byrne Memorial Justice Assistance Grant Program for the purpose of securing funds for the purchase of computers; and

WHEREAS, the City Council wishes to authorize the Mayor and the Police Chief to apply for such grant funding.

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

SECTION 1: The City Council does hereby authorize the Mayor and the Police Chief to make an application through the Edward Byrne Memorial Justice Assistance Program for the purposes stated herein. The Mayor, Police Chief, City Clerk, and the City Attorney are all authorized and directed to execute any document that may be necessary or convenient to fulfill the purposes of this Resolution.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 70 OF 2021

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH ROCKIN' KO TENNIS LLC FOR PROVIDING TENNIS SERVICES TO THE CITY; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton published a Request for Proposal for providing Professional Tennis Services as part of the recreation programming for Benton Parks and Recreation, which the City Council determines to be a professional service;

WHEREAS, the RFP stated the services would begin immediately and will provide services for one year at which point the services may be renewed on a year-to-year basis, for up to two (2) additional one-year terms or a portion thereof;

WHEREAS, after a review of the proposals it has been determined that the RFP should be awarded to Rockin' KO Tennis LLC; and

WHEREAS, the City wishes to enter into a one (1) year agreement with Rockin; KO Tennis LLC to provide Professional Tennis Services to the City of Benton.

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 contract with Rockin' KO LLC to provide Professional Tennis Services for Benton Parks and Recreation. Attached is the Request for Proposal and the proposal submitted by Rockin' KO Tennis LLC.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Office of Administrative Services
114 S. East Street
Benton, AR 72015

Request for Proposals

Bid Number: RFP 2120-04	Buyer: Cynthia Nestlin, Purchasing Coordinator
Commodity: Professional Tennis Services	Bid Opening Date: 07/12/2021
Department: Parks Department	Bid Opening Time: 2:00 p.m.
Date Issued: 06/26/2021	

All proposals will be accepted until the time and date specified above. All proposals must be placed in a sealed package clearly marked on the outside "City of Benton Professional Tennis Services RFP." The envelope should be properly addressed to the City of Benton with the Proposer's name and address indicated outside on the sealed package. An unsealed proposal will be considered non-responsive.

Mailing Address:	Bid Opening Location:
PO Box 607	114 S. East Street
Benton, AR 72015	Benton, AR 72015

Rockin' KO Tennis LLC

Printed Name of Company

3357 New Dixsonville Rd

Company Address

501 672 9005

Telephone Number

Fax Number

Kiker - brandon@yahoo.com

E-Mail Address

Bitly Brandon Kiker

Printed Name of Authorized Signature

7-12-21

Date

[Signature]

Authorized Signature

7-12-21

Date

Office of Administrative Services
114 S. East Street
Benton, AR 72015

Official RFP Price Sheet

Benton Parks Vendor Application

1. Legal name of organization, firm, individual or partnership submitting proposal:
Rockin KO Tennis, LLC
2. Address of principal place of business:
3357 New Dixsonville Rd, Traskwood, Ar, 72167
3. The person on your staff who will be the primary contact for services:
4. Name: Brandon Kiker Phone: 501-672-9005

Experience in business. (describe services you have offered and years of experience):

I have been a certified tennis professional for over 5 years and I have taught numerous adult/child group and private lessons. I have also helped run both Bryant and Benton Parks and Rec tennis programs for multiple years. I currently work full time as the Assistant Tennis Professional at Chenal Country Club for the last 3.5 years. I am the founder and president of the Arkansas Cup Tennis Foundation where we provide tennis training and run events for Special Olympics Arkansas. I was also named 2021 volunteer of the year for SOAR.

6. Does your organization have a current Business License? If yes, please provide a copy with your submittal. Please be advised that bidders will be required to have a current Business License and will be required to obtain a City of Benton Privilege License.

Yes _____ No X _____

7. Proposed services:

- a. Describe the services proposed for the Department.

Benton Parks Junior Programming Proposal

Purpose: To expand the current Benton Parks and Recreations tennis programs into full, year-round operation.

- Tennis: Create year round programs for juniors and adults which would include group lessons, private and semi-private lessons, special events, summer camps, and an academy style junior development program. Investigate and apply for various grant opportunities to create adaptive tennis clinics, afterschool programs, teacher/coach professional development (PD) sessions and in-school pullout classes.

Existing Benton Parks Programs:

- Tennis: six week sessions of junior tennis and tiny tots three times per year (summer, fall, spring)

Proposed Programming:

Program	Rate	Maximum Participants
Afterschool (3:30-4:30)		
Academy Style Groups <ul style="list-style-type: none"> • Beginner 1 hour • Advanced 1.5 hour 	<ul style="list-style-type: none"> • Beginner: \$50 once a week, \$80 twice a week. • Advanced: \$75 once a week, \$150 twice a week. 	
Tiny Tots	\$40/person/month	
Adult Group Lessons: Women, Men, Mixed	\$60/person/month	15 per group
Junior Summer Camps	\$150/week	10
Adaptive Tennis (Special Olympics)	Grants would fund	
In School Teaching for Low Income Students	Grants would fund	
Teaching PD for Schools	Grants would fund	
Private Lessons	\$60 per hour	

References

John Lane
Lane Surveying
5307 Murfield, Benton, Ar
501-840-1577
lanesurveying@outlook.com

Irvin Humphrey
Director of Sports and Competition
Special Olympics Arkansas
501-771-0222
Irvin@specialolympicsarkansas.org

Chip Sterns
Tennis Director Rebsamen Tennis Center
Little Rock, AR
501-247-9792
chipsterns@hotmail.com

United States Professional Tennis Association, Inc.
Elevating the standards of tennis-teaching professionals and coaches



July 11, 2021

Billy B. Kiker
3357 New Dixonville Rd
Traskwood, AR 72167-8515
United States

Dear Billy,

This letter will confirm that, as a certified member of the United States Professional Tennis Association (USPTA), you have liability insurance as outlined below. This USPTA liability policy covers applicants who are being processed, and certified and certain honorary members in the United States, its territories or Canada, and nonmembers who are insured through a certified member's policy.

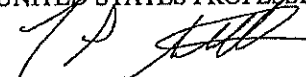
THE USPTA LIABILITY POLICY INCLUDES \$6 million liability insurance, *while on court*, for bodily injury to others, and for damage to property not in the tennis professional's care, custody or control. It *does not cover* injury to the tennis professional, or damage to his/her property. The accident must have taken place on court, and arisen from the tennis professional's playing, practicing, teaching or officiating in tennis, pickleball, padel, and platform tennis.

Policy Number:	SI8ML01641191
Effective Period:	12/31/2020 - 12/31/2021
For questions or to report an accident, contact:	USPTA World Headquarters 11961 Performance Drive Orlando, FL 32827 Telephone: 800-877-8248

If we may be of further assistance, please do not hesitate to contact us.

Sincerely,

UNITED STATES PROFESSIONAL TENNIS ASSOCIATION, INC.


Jim Stockwell

This coverage is null and void if the member is not a citizen of or does not legally reside and work in the United States, its territories or Canada.

RESOLUTION NO. 71 OF 2021

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMERICAN FIRE PROTECTION GROUP, INC. FOR PROVIDING FIRE MONITORING SERVICES TO THE RIVERSIDE PARK; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, wishes to enter into a one (1) year agreement with American Fire Protection Group, Inc. to provide fire monitoring services to the Riverside Park for total cost of \$2,400.00; and

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

NOW, THEREFORE, BE IT RESOLVED 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 monitoring services to Riverside Park which is consistent with the terms contained in Exhibit "1". This contract can be renewed for five (5) one-year contract extensions. The services herein will be re-bid in 2026.

PASSED AND APPROVED this the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



AMERICAN
FIRE PROTECTION
GROUP, INC.

POWERED BY **API GROUP**



Inspection Agreement

This Agreement dated 06/04/2021 hereinafter referred to as "the Agreement," by and between American Fire Protection Group, Inc. hereinafter referred to as "the Company," and Benton Parks and Recreation with offices for the purposes of billing and legal service as noted below in "Owners &/or Authorized Representative's Information" hereinafter called "the Subscriber," hereby agree to the following terms of inspection of the property outlined below owned and/or occupied by the Subscriber, hereinafter referred to as "the Property."

SCOPE OF WORK

The parties agree, subject to the terms, limitations and exclusions contained herein, to commit to the following scope of work at:

DESCRIPTION	Quantity	Frequency	TOTAL
Monthly Monitoring		Monthly	\$ 200.00
Proposal is based on inspections being performed during normal business hours 7am - 4pm, Mon - Fri			
Base Bid Total Annual Cost		\$	2400.00

Included in the 5yr Term for Monitoring there will be no charge for the communicators

TERM

X Five Year (5)

June 1, 2021 – May 31, 2026

Upon renewal date, contracts will automatically renew with an increase unless notified in advance by a 30-day written notice.

Multi-year contracts will not have yearly increases until full term has expired

PAY SCHEDULE

Payment: In consideration of the above outlined service(s) the Subscriber agrees to pay the sum plus applicable state and local sales and/or use taxes as follows:

☒ Monitoring to bill annually
\$ 2400.00 billed yearly

All invoices due within ten (10) days of generated invoice date

SECTION V: TERMS AND CONDITIONS

1. SERVICE OF THE FIRE PROTECTION EQUIPMENT: The Client agrees to purchase, and Company agrees to provide in accordance with these terms and conditions services for the purpose of inspecting and testing Client's fire protection equipment in accordance with the terms and condition of this agreement. The Company will be permitted, at all reasonable times, to enter the Property indicated above to conduct the inspection and testing as outlined in this Agreement. The Company will be permitted to gather information, data on the Subscriber's systems (outlined in this agreement) and retain that information, data for use as the Company deems necessary. The Company may or may not use software to collect, view and or store collected information, data in any format necessary to use as needed.

2. TERMS AND RENEWAL OF AGREEMENT: Client agrees and acknowledges that this Agreement shall commence on the Effective Date or from the date of acceptance by Company whichever occurs later unless terminated as provided herein and continue for the term indicated by customer in Section III: TERM (the initial term). At the conclusion of the Initial Term, this Agreement shall automatically extend for successive terms equal to the Initial Term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

3. PRICE AND PAYMENT: The charge for the work agreed to be performed herein shall include all labor, as described in paragraph 4.A, per diem and travel. Client agrees to pay company for the Term(s) of this Agreement, Company's applicable charges for testing and inspection services and for service calls as set forth under this Agreement. With approved credit, all invoices are due and payable in full according to the stated terms, net 30 days and interest at a rate of (1 ½%) on all unpaid invoices (30) days past due. If payment for work provided in this agreement is not paid when due, Client agrees to pay all costs of collection including attorneys' fees. Charges for inspection services or rates for basic or emergency service in any subsequent year of this agreement shall not exceed 115% of the prior year.

4. INSPECTIONS AND SERVICE: For the agreed-on amount, as shown on the attached Proposal, during the term(s) of this Agreement, Company agrees to provide inspection, certification, service and parts as follows:

A. Periodic inspections of the fire protection equipment described in our attached Proposal means to inspect and test the systems to assure components thereof are operating within the manufacturer's acceptable standards. Client will be notified, in writing, of any components found not to be within accepted operating standards. Sprinkler inspections are not intended to and will not address the adequacy of the system design or installation. APFG performs inspections of the sprinklers, pipe, fittings, and other components that are accessible and not in concealed spaces visually and from the floor of the facility, and only for the conditions listed in this report. Components will be repaired or replaced only upon written authorization of the Client and invoiced at the service rates (s) set forth under the Clarifications of the Proposal. The frequency of each inspection shall be identified within the Proposal, beginning with the first inspection.

B. Any additional work, material or services outside the scope of this Agreement, which is requested by the Client and furnished by the Company, may be provided by the Company at its sole discretion. Further, such additional work, material or services shall be delivered under the terms of this Agreement, and by execution hereof. Client acknowledges that this Section V shall be incorporated into and become a part of any order for such additional work, equipment or services.

C. If in the sole determination of the Company, and at any time prior to or during the term of this Agreement, the equipment or any portion of it cannot be adequately inspected or repaired on-site to bring it to an acceptable condition, Company shall have the right, at its discretion, to cancel this Agreement. If, alternatively and in the sole determination of the Company, portions of the system cannot be brought up to acceptable level of operation through service and maintenance, in lieu of canceling the Agreement, Company may reduce the scope of the work and the inspection and maintenance charge shall be adjusted accordingly.

D. Repair(s), diagnosis, addition(s) change(s), relocation(s) or emergency services are not included within the inspection amount quoted. These services will not be provided without the authorization of the Client and will be invoiced at the company's then current hourly rate for services, including travel charges and per-diem. Service calls during normal working hours will be invoiced based upon cost portal to portal and a (2) hour minimum. After hours service calls will be based upon portal to portal and a (3) hour minimum. Client also agreed to pay Company an overtime rate of (1 ½) times the hourly rate for service(s) required at other than normal working hours for the Company except for Sundays and Holidays which will be at an overtime rate of (2) times the hourly rate of service. Normal working hours for the Company are, 7:00 AM – 3:30 PM, Monday through Friday, excluding holidays. Service parts and applicable material will be charged out in accordance with Company's current established pricing, not to exceed the Manufacturer's current published list price.

5. LIMITATION OF LIABILITY: CLIENT ACKNOWLEDGES THAT COMPANY IS NOT AN INSURER, THAT CLIENT SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE PAYMENTS MADE TO COMPANY BY CLIENT ON THIS PROJECT ARE BASED UPON THE VALUE OF THE SYSTEM AND/OR SERVICES PROVIDED AND ARE UNRELATED TO THE VALUE OF CLIENT'S PROPERTY OR BUSINESS OR ANY POTENTIAL LIABILITY OF DAMAGE TO CLIENT ARISING OUT OF THE WORK PERFORMED BY COMPANY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS TO THE CLIENT AND TO COMPANY RESULTING FROM THE WORK PERFORMED BY COMPANY, THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT, AS WELL AS THE CLIENT'S ASSIGNS, AGENTS, AND REPRESENTATIVES, AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS,

SUBCONTRACTORS, VENDORS, TO A MAXIMUM OF \$5,000 OR THE AMOUNT OF THE CONTRACT/PRICE OF WORK BEING PERFORMED, WHICHEVER IS LESS, AND CLIENT DOES HEREBY RELEASE AMERICAN FIRE PROTECTION GROUP, INC. COMPANY FROM ANY CLAIMS IN EXCESS OF SAID LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL JUDGMENTS, CLAIMS, LIABILITY, COSTS, CLAIM EXPENSES, AND ALL OTHER DAMAGES OR LOSSES OF ANY NATURE, INCLUDING ATTORNEYS' FEES (COLLECTIVELY "DAMAGES") SUSTAINED BY CLIENT OR ANY OTHER PARTY CLAIMING BY OR THROUGH CLIENT. THIS LIMITATION OF LIABILITY SHALL APPLY, 1.) REGARDLESS OF THE AMOUNT OF ANY DAMAGES SUSTAINED, IF ANY, AS A RESULT OF THIS WORK; AND, 2.) EVEN IF THE DAMAGES ARE ACTUALLY CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE, BREACH OF WARRANTY, VIOLATION OF A STATUTE, ORDINANCE, REGULATION, STANDARD OR RULE, DEFECTIVE PRODUCTS, OR OTHER FAULT OF COMPANY OR COMPANY'S PARENT, SUBSIDIARIES, AFFILIATES, CONSULTANTS, SUBCONTRACTORS, VENDORS, OR THEIR RESPECTIVE EMPLOYEES, AGENTS OR REPRESENTATIVES. SHOULD CLIENT DESIRE A DIFFERENT LIMITATION OF LIABILITY, SUCH IS AVAILABLE AS AN ADDITIONAL SERVICE AT AN ADDITIONAL COST. CLIENT AGREES TO REQUIRE IT INSURANCE POLICIES TO BE ENDORSED SO AS TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST COMPANY.

6. WARRANTIES:

A. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATEVER, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THERE ARE NO WARRANTIES OR REPRESENTATIONS WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.

B. COMPANY DOES WARRANT THAT SERVICE UNDER THIS AGREEMENT WILL BE COMPETENT AND THAT PARTS INSTALLED ON THE SYSTEM IN CONNECTION WITH SERVICE PROVIDED UNDER THIS AGREEMENT WILL MEET MANUFACTURER'S SPECIFICATIONS AT THE TIME THEY ARE INSTALLED. FAILURES TO PERFORM CONSISTENTLY WITH THIS WARRANTY WILL BE REMEDIED SOLELY BY THE COMPANY DURING THE TERM OF THIS AGREEMENT, BY CORRECTLY RE-PERFORMING NONCOMPLYING SERVICE(S) OR REPAIRING OR REPLACING DEFECTIVE MATERIALS PROVIDED BY THE COMPANY, UPON WRITTEN NOTICE TO THE COMPANY BY THE CLIENT DURING THE TERM(S) OF THIS AGREEMENT.

C. THE COMPANY DOES NOT KNOW AND DOES NOT REPRESENT THAT THE CURRENT FIRE PROTECTION SYSTEM ON THE PROPERTY OF CLIENT 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, RECONFIGURED OR MAINTAINED. THIS AGREEMENT IS NOT A GUARANTEE OR WARRANTY THAT THE SYSTEM WILL IN ALL CASES (i) PROVIDE THE LEVEL OF PROTECTION FOR WHICH IT WAS ORIGINALLY INTENDED, (ii) IS FREE OF ALL DEFECTS AND DEFICIENCIES, AND (iii) IS IN COMPLIANCE WITH ALL APPLICABLE CODES. CLIENT AGREES THAT IT HAS NOT RETAINED COMPANY TO MAKE THESE ASSESSMENTS AS PART OF THIS AGREEMENT. ANY SUCH ASSESSMENT MUST BE BY A SEPARATE AGREEMENT SUBJECT TO THESE TERMS AND CONDITIONS. COMPANY FURTHER DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT ANY EQUIPMENT REFERRED TO IN THIS AGREEMENT OR ANY SERVICE OR INSPECTION PROVIDED BY IT UNDER THIS AGREEMENT WILL RESULT IN A SYSTEM WHICH WILL OPERATE AS DESIGNED, OR IS SUITABLE FOR ANY PARTICULAR PURPOSE, OR WILL PREVENT ANY LOSS BY BURGLARY, FIRE OR OTHERWISE, OR WILL IN ALL CASES OR ANY PARTICULAR CASE AVERT OR PREVENT RISKS, LOSSES, OR OTHER OCCURRENCES, OR THE CONSEQUENCES THEREFROM, WHICH THE EQUIPMENT OR SERVICES WERE OR ARE DESIGNED TO PERFORM, DETECT OR AVERT.

7. REDUCED PRESSURE BACKFLOW PREVENTER: BY SIGNING BELOW, CLIENT ACKNOWLEDGES THAT REDUCED PRESSURE BACKFLOW PREVENTERS (RPBP), ARE DESIGNED TO DISCHARGE WHEN CHECK VALVES ARE FOULED OR DUE TO WATER PRESSURE FLUCTUATIONS FROM CITY WATER SUPPLIES. ANY MAINTENANCE, REPAIR OR INSPECTION ON A FIRE SPRINKLER SYSTEM COULD RESULT IN WATER FLOW THROUGH THE RPBP AND POSSIBLE DISCHARGE. BY SIGNING BELOW, CLIENT AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS AMERICAN FIRE PROTECTION GROUP, INC. FROM ANY CLAIM OR LIABILITY FOR ANY DAMAGES INCURRED BY THIS DISCHARGE OR LACK OF PROPER RPBP DRAIN PIPING AND OR RPBP DRAIN EQUIPMENT OR FAILURE OF THIS PIPING OR EQUIPMENT UNLESS AMERICAN FIRE PROTECTION GROUP, INC. WAS SPECIFICALLY CONTRACTED TO DESIGN AND/OR INSTALL THIS EQUIPMENT.

8. RESPONSIBILITIES OF CLIENT: The Client agrees to:

A. Promptly notify Company of any known or suspected trouble or malfunction in the equipment, request a hazard evaluation if there are changes in occupancy, use, processes or materials, and promptly approve correction of impairments and critical deficiencies found during any inspection. All replaced parts become the property of the Company.

B. Maintain the system per original installers instructions and manufacturer' specifications.

C. Authorize Company, its agents and employees, for purposes of this Agreement, to enter upon the premises of Client, to repair or inspect the equipment and to make any changes or alteration to the equipment, as authorized by Client. Client also agrees to provide Company with ready accessibility to all components of systems requiring inspection and testing and appropriate working space, including adequate light, electricity, telephone access, ladders or lifts as required for Company's use in providing service(s) under this Agreement. In addition, Client agrees to provide one individual to monitor the control panel during testing and certification.

D. Designate suitable representative(s) satisfactory to the Company as exclusive contact(s) between Company and the Client, who shall have authority to make decisions on behalf of Client concerning service of the equipment by Company.

E. Neither authorize nor permit maintenance, repairs or modifications of any kind to be made to the equipment, except by the Company or as specified and approved in advance by the Company.

F. Assume complete responsibility for the maintenance and repair of the system except as is set forth in this agreement.

9. INDEMNIFICATION. COMPANY AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD ONE ANOTHER HARMLESS FROM ANY EXPENSE, LIABILITY, LOSS, CLAIM OR DAMAGE, FOR PERSONAL INJURIES AND DEATH OR PROPERTY DAMAGE ASSERTED BY ANY THIRD PARTY, CAUSED BY THE ALLEGED NEGLIGENCE OF ITSELF, ITS AGENTS, EMPLOYEES, OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH IT, AND RESULTING FROM THE SERVICES PROVIDED HEREIN, OR OVERALL FUNCTIONALITY OF THE SYSTEM IDENTIFIED IN THIS AGREEMENT.

10. ADDITIONAL COMPANY RESPONSIBILITY.

A. Company will provide service calls and emergency service, upon request of the Client, subject to any delay which may be occasioned by strike, riot, acts of God or any other circumstances beyond the control of the Company, as soon as it is reasonably practical to do so. Company will make reasonable efforts to attend promptly to the emergency needs of the Client, but it can make no guaranty of response time by the company or what may be required to properly service the equipment.

B. In the event a malfunction of a type covered by this Agreement has not been remedied before this Agreement has terminated for whatever reason, any service requested by the Client thereafter may be provided by the Company in its sole discretion and at the Company's then-current rates for services, including travel charges, per diem and materials.

C. Company will provide necessary test equipment required to perform service(s) under this Agreement.

D. If replacement parts are necessary under this Agreement, Company may provide new and /or used replacements.

11. NO CONFLICT WITH OTHER CLIENT AGREEMENTS. Client warrants that the negotiation, execution and implementation of this Agreement will not conflict with any other agreement of which the Client is aware with any other person or firm. Client agrees to defend, indemnify and hold harmless the Company from claims of any sort by any person or firm alleging that this Agreement violates, interferes with or infringes upon any other Agreement in any way.

12. LICENSES, TAXES, PERMITS AND FALSE ALARMS. Client shall identify any rules, regulations, standards or codes with which the equipment must comply, and shall obtain and pay for any necessary licenses or other certificates of compliance for same. Client is solely responsible for any fees, taxes (including sales taxes), false alarm fines, and any other governmental assessments related to the equipment or system operation and shall reimburse and indemnify the Company for any such expenses incurred by the Company. Client and Company are each responsible for obtaining any necessary licenses or permits needed to perform their respective obligations under this Agreement.

13. ASSIGNMENTS AND DELEGATIONS. Neither the Company nor the Client may assign this Agreement to any other person, firm or corporation without notice to or approval by the other, but Company may subcontract any activities that it may perform under this Agreement.

14. ENGINEERING CHANGES. Occasionally, manufacturers may issue non-warranty engineering changes to equipment necessary to assure proper operation of system components. If, in the opinion of the Company and Client, installation of such engineering changes requires service(s) or material(s) in excess of those incidental to a normal preventive maintenance inspection, such excess shall be paid for by the Client at Company's applicable charges for on-call and emergency services as set forth under this Agreement provided that company will remain responsible for performance of its obligations under this agreement. Failure by the Client to have factory recommended engineering changes installed on the system will relieve the Company from further performance under this Agreement but will not relieve the Client of its obligations hereunder. No other engineering changes or system modification are covered by this Agreement except as may be otherwise specifically provided herein.

15. INVALID PROVISIONS. If any of the parts of this Agreement shall be determined by a court of competent jurisdiction to be invalid or inoperative, all of the remaining parts shall remain in full force and effect.

16. ENTIRE AGREEMENT. This writing is intended by the parties as the final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement, and the parties rely only upon the contents of this Agreement in executing it, and have not relied on any other representations, oral or otherwise, made by the parties, their agents or employees. Only a writing signed by each of the parties or their duly authorized agents may modify this Agreement. No waiver of breach of any term or condition of this Agreement shall be construed to be a waiver of any

succeeding breach. This agreement shall bind and benefit the heirs, successors and assigns for the respective parties. A written Service Agreement Proposal is provided for clarification purposes and is hereby made a part of this contract.

17. RECEIPT AND REVIEW OF AGREEMENT. The Client specifically acknowledges that it has received a copy of these Terms and Conditions in its entirety, represents that it has authority to enter into this Agreement, and has read the same, understood it and agreed to its contents before signing it. Further the person executing these Terms and Conditions has the full authority of the Client to bind the Client, to the fullest extent provided by law, to these Terms and Conditions.

18. SPECIAL PROVISIONS. Due to the existing pandemic involving COVID-19 and the constantly evolving situation, which includes shut downs of definite and indefinite durations by the federal, state, and local governments, quarantines, business shut downs, transportation interruptions, disruptions in the supply chain of certain materials, supplies, or equipment, disruptions to public services, temporary suspensions of work on site, or the unavailability or reduced availability of manpower, the parties agree that if Subcontractor (AFPG) is hindered, prevented or delayed at any time in the commencement or progress of the work for a cause arising from or related to COVID-19, including but not limited to any of the examples above, Subcontractor shall be entitled to an extension of the Contract time. Furthermore, Subcontractor shall be entitled to additional compensation for increased costs associated with the high demand for specified materials, for increased costs associated with any proposed substitute approved by Contractor or Owner, or any other similar cost increase outside the control of Subcontractor.

Other inclusions, exclusions or attachments:

***General Exclusions:** Painting, patching, underground and/or trenching, after hour, weekend and holiday labor rates, fire watch, prevailing wage/certified payroll, abatement including but not limited to asbestos and lead, water containment/disposal, conduit and wire, permit fees, scissor lifts, dampers, ground faults.

***Monitoring:** One time reprogram fee as specified on Scope of Work (not included in annual pricing above – a separate one-time invoice) to reprogram Fire Alarm Control Panel (FACP) to our central station for monitoring and to ensure all zones are reporting correctly. Prior to reprogramming FACP requires two (2) dedicated active phone lines dropped at the panel at time of reprogram. If applicable, lock out codes will need to be provided by previous provider or panel reset to factory standard conditions in order to program FACP. If for any reason we are unable to program due to these conditions, all time including travel time will be billable at AFPG current Time & Material Rates.

COMPANY AMERICAN FIRE PROTECTION GROUP, INC. SUBSCRIBER

Address: _____

Phone No.: _____

Print Name: _____

Signed: _____

Date: _____

Print Name: _____

Signed: _____

Date: _____

ORDINANCE NO 39 OF 2021

AN ORDINANCE TO CREATE A FEE TO ALLOW THE FIRE DEPARTMENT TO RECOUP COSTS ASSOCIATED WITH RESPONDING TO NON-EMERGENCY CALLS; AND FOR OTHER PURPOSES

WHEREAS, the fire department of the City of Benton, Arkansas, has experienced a dramatic increase in the number of non-emergency calls;

WHEREAS, the number of non-emergency calls experienced by the fire department has created an unreasonable strain on the resources of the fire department to handle emergency calls;

WHEREAS, the purpose of the fire department is to respond to situations that threaten the life, safety, and well-being of person or property;

WHEREAS, the City desires to ensure that the fire department continues to have adequate resources and capacity to respond to emergency situations;

WHEREAS, responding to a non-emergency typically requires 3-4 personnel and costs an average of \$74.00/hour based on a 53-hour work week. This does not incorporate hourly rates of apparatus or equipment used.

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

SECTION 1: Non-emergency calls are defined as non-life threatening in nature and do not require specialized or medically trained personnel. For example, non-emergency calls include but are not limited to: calls for service in which a person needs help transferring from the bed to a restroom/chair or to a vehicle; repetitive calls for aid in which no injury or transport to a medical facility has occurred; and repetitive or false claims of fire related incidents.

SECTION 2: If there is any question on whether a call is an emergency call or a non-emergency call, the question will be resolved in favor of the caller and the call will be classified as an emergency call.

SECTION 3: The Chief or his designee is authorized to keep record of non-emergency calls.

SECTION 4: If during a three (3) month period, an individual, or someone on their behalf, makes five (5) non-emergency calls, then they will be assessed a fee in the amount of \$150.00 for each non-emergency call made after the fifth (5th) request. The purpose of this fee is to allow the fire department to recoup its costs associated with responding to excessive non-emergency calls.

SECTION 5: Nothing herein is meant to change or otherwise alter the fire department's call response procedures or responsibilities.

SECTION 6: To allow for proper notice and education to the community, the effective date of this ordinance shall be six months from its passage and approval.

SECTION 7: 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. All ordinances in conflict herewith are repealed to the extent of the conflict but not otherwise.

PASSED AND APPROVED this the _____ of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 40 OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 78 OF 2007; CREATING ADDITIONAL RULES FOR ADDRESSES; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, has determined Ordinance No. 78 of 2007 dealing with address numbering needs to be amended to provide additional procedure for handling address conflicts due to infill development; and

WHEREAS, Ordinance No. 78 of 2007 should be amended with a new addition to Section 6 as contained in Exhibit "A" to that ordinance.

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

SECTION 1: Section 6 as stated in Exhibit "A" to Ordinance No. 78 of 2007 is amended to read as follows, to-wit:

- (a) It shall be the duty of the mayor or his designee to inform any party applying for address numbers therefore of the number or numbers belonging to or embraced within the limits of any said lot or property as provided in this Ordinance. In case of conflict as to the proper number to be assigned to any building, the mayor or his designee shall determine the number of such building.
- (b) If a sequential addressing conflict occurs due to infill development, then the lowest numbered addresses on the block, from the point of the conflict, shall be changed to remedy said conflict. If the change to the lowest numbered addresses will result in a necessity to change the address numbers on the previous block, or go lower than the number 1, then the highest numbered addresses on the block, from the point of the conflict, shall be changed.

SECTION 2: Severability.

In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of this ordinance,

which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of this ordinance.

SECTION 3: Repealer.

All laws, ordinances, or resolutions, or parts of the same that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Exhibit "A"

ORDINANCE NO. 78 of 2007

AN ORDINANCE ESTABLISHING A UNIFORM SYSTEM FOR NUMBERING BUILDINGS AND STREETS AND/OR ROAD FRONTAGE, NAMING STREETS AND/OR ROADS, ESTABLISHING BASE DESIGNATIONS FOR NUMBERING AND NAMING PURPOSES, PROVIDING THE METHODS FOR INSTITUTING SAID SYSTEM, AND FOR THE ENFORCEMENT THEREOF."

WHEREAS, the City Council of the City of Benton, Arkansas has determined that a uniform system for numbering building and streets is necessary to fulfill its duties and to protect and provide emergency services to its citizens.

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

SECTION 1. The City of Benton shall determine the address of property requiring the assignment of an address or requiring a change of address under the terms of this Ordinance. Thereafter, there shall be assigned to each house and other residential, commercial, industrial, or public building located on or gaining access to any street, avenue, or public way in said Basing System, its respective number under the uniform system provided for in this Ordinance.

(a) Upon finding an address not within range and each house or building has been assigned its respective number or numbers or during the survey by field representatives, should there be an address change, the City shall notify:

- (1) The owner, occupant, or agent of affected house or building;
- (2) The U.S. Postal Service, the major utilities servicing the address area, ie., and emergency services such as police and sheriff, fire departments and ambulance service.

The City shall make a record of the date notified and the address to which delivered.

(b) The owner, occupant, or agent of the affected house or building shall place or cause to be placed upon each house or building, the number or numbers assigned under the address system as provided in this Ordinance.

(c) Such number or numbers shall be placed on existing buildings within ninety (90) days from the date of the passage of this Ordinance. The cost of the number or numbers shall be paid for by the property owner. Replacement of numbers shall be procured and paid for by the owner. The numbers used shall not be less than four (4) inches in height for residential structures and shall not be less than six (6) inches in height for non-residential structures. The numbers shall be of a durable material on a color contrasting background to promote enhanced visibility. If the proper number is not placed on an existing building

within ninety (90) days from the date of the passage of this Ordinance, the owner shall be given a written warning to comply with this Ordinance. If the owner fails to comply within seven (7) but no more than thirty (30) days of notification. Code Enforcement, Police Officer, or the City Fire Marshal may issue a citation. A person found guilty of failing to comply with this Ordinance shall pay a fine of \$100.00 plus court costs.

(d) The number shall be conspicuously placed immediately above, on or at the side of the proper door of each building or shall be placed near the walk, driveway or common entrance to such buildings or affixed upon a gate post, fence, mail box, post, or other appropriate place so as to be easily discernible from the street. Numbers painted or stenciled on the curb shall not be a lawful substitute for the display of address numbers prescribed by this Ordinance. Should the mailbox for the residence be in a location other than the front of the residence or should there be more than one mailbox in front of the residence, the numbering should be conspicuously placed in front of the residence in another manner if the numbering cannot be plainly seen from the residence.

SECTION 2. The numbering system will be under the control and supervision of the Mayor or his designee.

SECTION 3. The numbering of buildings on each road shall be based on a grid system.

SECTION 4. The approval of the naming of all streets, roads, avenues, and public and private ways in the system shall be the responsibility of the Mayor or his designee.

SECTION 5. (a) Where only one number can be assigned to any house or building; the owner, occupant, or agent of such house or building, who shall desire distinctive numbers for the upper and lower portion of any house or building, or for any part of any such house or building fronting on any street; such owner, occupant, or agent shall be assigned the suffix (1), (2), (3), etc., as may be required. Fractional numbers shall not be used as an alternative to alphabetical designations.

(b) Distinctive names such as 1st Place, Plaza One, or the like, may be used by owners to name business locations. However, businesses so named shall also display the correct assigned address number or numbers in accordance with this Ordinance.


SECTION 6. It shall be the duty of the Mayor or his designee to inform any party applying for address numbers therefore of the number or numbers belonging to or embraced within the limits of any said lot or property as provided in this Ordinance. In case of conflict as to the proper number to be assigned to any building, the Mayor or his designee shall determine the number of such building.

SECTION 7. (a) The owner or agent proposing to locate any house, building or structure in need of an address in the address service area of the City of Benton shall apply to the City for the assignment of the correct number or numbers.


(b) In those parts of the address service area where building permits are not issued, the owner or agent shall apply to the Mayor or his designee for the assignment of the correct address. Proof of address must be shown by the owner or agent before city utility service is extended to any structure, mobile structure, or vacant lot.

SECTION 8. Any new construction which has a driveway equal to or greater than 300 feet from a city street shall be given a street name. This requirement shall not obligate the City to maintain the street unless and until it is otherwise accepted by the City for maintenance.

PASSED and APPROVED this the 8 day of October, 2007.


Rick Holland
Mayor

Attest:


Cindy Stracener
City Clerk

ORDINANCE NO. 41 OF 2021

AN ORDINANCE AMENDING THE CITY OF BENTON, ARKANSAS ZONING ORDINANCE TO CLASSIFY STORAGE DEVELOPMENTS IN THE C3 COMMERCIAL ZONE AS A CONDITIONAL USE; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, established the Benton Zoning Regulations under Ordinance 14 of 2017 adopted on March 27, 2017;

WHEREAS, the Benton Planning and Zoning Commission has recommended changing the Benton Zoning Regulations to provide that storage developments, such as Mini-storage, RV / Boat storage, Climate-Controlled storage, et cetera, in the C3 Commercial Zone shall be a conditional use; presently, it is allowed by right within the zone;

WHEREAS, the Planning and Zoning Commission of the City conducted a duly advertised public hearing and a special meeting at 4:30 pm on July 26, 2021, concerning the proposed amendment, after which they credited the proposed regulation to the City Council for its adoption.

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

SECTION 1 *Amendment to the Benton Zoning Ordinance.*

Ordinance No. 14 of 2017 is hereby amended so that storage developments shall be a conditional use for all parcels zoned as C3 Commercial.

SECTION 2: *General Repealer.*

All laws, ordinances, resolutions, or parts of the same, which are inconsistent or in conflict with the provisions of this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3: *Severability.*

Should any title, section, paragraph, item, sentence, clause, or phrase of this Ordinance be declared or adjudged invalid or unlawful by a court of competent jurisdiction, such declaration or adjudication shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect as if the portion so declared or adjudged or unconstitutional was not originally a part of the Ordinance.

PASSED AND APPROVED this _____ day of _____ 2021.

Mayor Tom Farmer

Cindy Stracener, City Clerk

ORDINANCE NO. 42 OF 2021

AN ORDINANCE REZONING 505 ALGOOD STREET IN THE CITY OF BENTON, SALINE COUNTY, ARKANSAS, FROM R2 SINGLE-FAMILY RESIDENTIAL TO R7 MULTI-FAMILY RESIDENTIAL ZONE; AND FOR OTHER PURPOSES

WHEREAS, an application for rezoning was filed with the Planning Commission of the City of Benton, Arkansas, requesting that the land hereinafter described located at 505 Algood Street in the City be rezoned from R2 to R7;

WHEREAS, the Planning Commission ordered a public hearing be held on July 6, 2021, 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;

WHEREAS, the City Council of the City of Benton, Arkansas, desires to rezone the following property from R2 to R7.

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 R2 Single-Family Residential to R7 Multi-Family Residential Zone:

505 Algood Street, Benton, Arkansas 72015

Parcel Numbers: 800-02501-000 thru 800-2507-000

PASSED AND APPROVED, this _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 43 OF 2021

**AN ORDINANCE ACCEPTING THE PUBLIC STREETS,
UTILITIES, AND STORM DRAINAGE FOR MAINTENANCE
WITHIN THE SHADY LANE SUBDIVISION, PHASE TWO; AND
FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, desires to accept the public streets, utilities and storm drains of the Shady Lane Subdivision, Phase 2 for maintenance by the City.

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

SECTION 1: The presently existing public streets, city utilities, and storm drains within the Shady Lane Subdivision, Phase 2, an Addition to the City of Benton, Arkansas, be and are hereby accepted for maintenance by the City of Benton, Arkansas.

PASSED AND APPROVED this _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 44 OF 2021

AN ORDINANCE ACCEPTING THE PUBLIC STREETS, UTILITIES, AND STORM DRAINAGE FOR MAINTENANCE WITHIN THE NORTH SHORE AT HURRICANE LAKE SUBDIVISION, PHASES ONE, TWO, THREE, FOUR, AND FIVE; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, desires to accept the public streets, utilities and storm drains of the North Shore at Hurricane Lake Subdivision, Phases 1,2,3,4, and 5 for maintenance by the City.

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

SECTION 1: The presently existing public streets, city utilities, and storm drains within the North Shore at Hurricane Lake Subdivision, Phases 1, 2, 3, 4 and 5, an Addition to the City of Benton, Arkansas, be and are hereby accepted for maintenance by the City of Benton, Arkansas.

PASSED AND APPROVED this _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 45 OF 2021

**AN ORDINANCE AMENDING ORDINANCE 46 OF 2020
AND ORDINANCE 47 OF 2020 ADDING CERTAIN
LANGUAGE CERTIFICATES TO THE POLICE AND FIRE
DEPARTMENTS' UNIFORMED PERSONNEL PAY
STRUCTURES; AND FOR OTHER PURPOSES**

WHEREAS, it has been determined by the City Council of the City of Benton, Arkansas, that Police Officers and Fire Fighters who have bilingual communication skills are highly valued and should be compensated as such as laid out in the attached exhibit.

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

SECTION 1: That the City Council does hereby adopt by reference "Exhibit 1" of this ordinance as the salary scale for the Benton Police and Fire Departments. The pay ranges contained therein including all compensation incentives stated therein shall constitute the salary pay ranges for this department. The pay ranges and any incentive programs for each job classification or job title are designated within the exhibit.

SECTION 2: The compensation program stated in Exhibit 1 shall be in effect as of September 1, 2021.

SECTION 3: On an employee's anniversary date his/her salary shall be adjusted pursuant to the scale for future increases on the scale.

SECTION 4: The City Council may make future adjustments to the scale based upon the economic conditions of the City during the yearly budgetary process. Should a downward adjustment occur to the scale, no employee's current compensation shall be reduced as a direct result thereof. Future step increases may however be adjusted. Additionally, the City Council may by resolution freeze on a yearly basis any annual step increases should the economic conditions of the city warrant such action. Any such resolution shall state the reasons why the freeze is necessary. Any freeze instituted by the City Council will continue until the following year's budget is approved. The City Council shall review the economic conditions of the city each budget year thereafter and determine specifically by resolution whether or not the freeze shall continue and make factual findings as to why. If not such resolution is passed at the time of the next year's budget is approved, the freeze shall be deemed lifted. Once a freeze is lifted, employee compensation shall be increased to his/her current years of service.

SECTION 5: All City of Benton Ordinances, Resolutions, Employee Personnel Policies, and parts thereof, in direct conflict with this ordinance are hereby repealed to the extent of such direct conflict, but not otherwise. Ordinance 47 of 2020 is hereby amended as of the effective date of this ordinance.

SECTION 6: 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 the _____ day of July, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Uniformed Police Personnel Pay Structure
(excludes Chief and Assistant Chief)
Effective 09/01/2021

Year	Officer	Sergeant	Lieutenant	Captain
Start	\$ 36,200	\$ 47,014	\$ 54,302	\$ 62,000
1	\$ 37,833	\$ 48,233	\$ 55,977	\$ 65,000
2	\$ 39,467	\$ 49,452	\$ 57,651	\$ 68,000
3	\$ 41,100	\$ 50,672	\$ 59,326	\$ 71,000
4	\$ 42,733	\$ 51,891	\$ 61,000	
5	\$ 44,367	\$ 53,110		
6	\$ 46,000			

Certificate Pay for Uniformed Police Personnel	
Basic Certificate	\$600 annually
General Certificate	\$600 annually
Intermediate Certificate	\$600 annually
Advanced Certificate	\$600 annually
Senior Certificate	\$600 annually
Instructors Certificate	\$600 annually
Paramedic	\$900 annually
Bilingual	\$900 annually
Maximum	\$5,400 annually

Degree Pay for Uniformed Police Personnel	
Associate Degree	\$600 annually
Bachelors Degree	\$1,200 annually
Masters Degree	\$1,800 annually
non-cumulative	

Sworn officers are eligible for holiday pay in addition to base pay.
Officer serving in a Field Training Officer position shall receive an additional 7% of their hourly rate of pay (including degree and certificate pay) added to their compensation for each hour they are training a new employee, who is in the FTO program.
K-9 handlers will receive 0.5 hours of pay per day, taking care of their K-9 partner.

Uniformed Fire Personnel Pay Structure
(excludes Chief and Assistant Chief)
Effective 09/01/2021

	56 hrs per week / 2920 hrs per year				40 hrs per week / 2080 per year	
Year	Firefighter	Engineer	Captain	Batallion Chief	Trainer	Fire Marshall
Start	\$ 36,200	\$ 47,014	\$ 54,302	\$ 62,000	\$ 62,930	\$ 62,930
1	\$ 37,833	\$ 48,233	\$ 55,977	\$ 65,000	\$ 65,975	\$ 65,975
2	\$ 39,467	\$ 49,452	\$ 57,651	\$ 68,000	\$ 69,020	\$ 69,020
3	\$ 41,100	\$ 50,672	\$ 59,326	\$ 71,000	\$ 72,065	\$ 72,065
4	\$ 42,733	\$ 51,891	\$ 61,000			
5	\$ 44,367	\$ 53,110				
6	\$ 46,000					

Certificate Pay for Uniformed Fire Personnel	
Driver Operator	\$10.00 per month / \$120.00 annually
Fire Inspector I	\$15.00 per month / \$180.00 annually
Fire Officer I	\$15.00 per month / \$180.00 annually
Fire Officer II	\$15.00 per month / \$180.00 annually
Instructor I	\$15.00 per month / \$180.00 annually
Instructor II	\$15.00 per month / \$180.00 annually
Arson Investigator	\$15.00 per month / \$180.00 annually
Hazardous Materials	\$20.00 per month / \$240.00 annually
Hazardous Materials (additional)	\$5.00 per month / \$60.00 annually
EMT Instructor	\$15.00 per month / \$180.00 annually
Confined Space	\$20.00 per month / \$240.00 annually
Trench Rescue	\$20.00 per month / \$240.00 annually
Tech Rope Rescue	\$20.00 per month / \$240.00 annually
Swift Water	\$20.00 per month / \$240.00 annually
Core Rescue	\$10.00 per month / \$120.00 annually
Paramedic	\$75.00 per month / \$900.00 annually
Fire Officer Leadership	\$10.00 per month / \$120.00 annually
Fire Inspector II	\$10.00 per month / \$120.00 annually
Bilingual	\$75.00 per month / \$900.00 annually
Advanced Pump Operations	\$10.00 per month / \$120.00 annually

Degree Pay for Uniformed Fire Personnel	
Associate Degree	\$600 annually
Bachelors Degree	\$1,200 annually
Masters Degree	\$1,800 annually
non-cumulative	

Firefighters are eligible for holiday pay in addition to base pay.

Trainer and Fire Marshall hold Batallion Chief rank. Salary is based on Batallion Chief pay plus 1.5%

Firefighters regularly scheduled to work 56 hours per work temporarily moving to a 40 hour week will receive their base pay plus 1.5% for the duration of the temporary assignment.

RESOLUTION NO. 72 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND THE DIRECTOR OF THE STREETS AND DRAINAGE DEPARTMENT TO APPLY FOR GRANT FUNDING THROUGH THE CENTRAL ARKANSAS REGIONAL TRANSPORTATION STUDY AREA SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM; AND FOR OTHER PURPOSES

WHEREAS, the Director of the Streets and Drainage Department is requesting that the City Council of the City of Benton, Arkansas, authorize the City to apply for a grant through the Central Arkansas Regional Transportation Study Area Surface Transportation Block Grant (STBG) Program to use for the construction of the Southwest Trail through the City; and

WHEREAS, the City Council acknowledges the requirements in the grant application attached hereto as Exhibit 1 and certifies that the City will meet the requirements; and

WHEREAS, the City Council wishes to authorize the Mayor and Director of the Streets and Drainage Department to apply for such grant funding.

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

SECTOIN 1: The City Council does hereby authorize the Mayor and the Director of the Streets and Drainage Department to apply for a grant through the Central Arkansas Regional Transportation Study Area Surface Transportation Block Grant (STBG) Program for the purposes stated herein. The Mayor, Director, City Clerk, and City Attorney are all authorized and directed to execute any document that may be necessary or convenient to fulfill the purposes of this Resolution.

PASSED AND APPROVED this the ____ day of July 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk