

**BENTON CITY COUNCIL**

**March 22, 2021**

**6:00 PM**

**AGENDA**

- I. CALL TO ORDER** Mayor Tom Farmer
- II. INVOCATION** Pastor Orlando Freeman
- III. PLEDGE OF ALLEGIANCE** Council Member Freeman
- IV. ROLL CALL** City Clerk
- V. APPROVAL OF MINUTES** February 22, 2021  
Regular Meeting
- VI. ORDINANCE NO. 6 OF 2021** Mayor Tom Farmer  
AN ORDINANCE SETTING THE PROCEDURE FOR THE FILING  
OF REFERENDUM PETITIONS; AND FOR OTHER PURPOSES
- VII. COMMITTEE REPORTS & MOTIONS**
  - 1. FINANCE COMMITTEE** Council Member Morrow  
**ORDINANCE NO. 7 OF 2021**  
AN ORDINANCE APPROPRIATING FUNDS FROM THE DISTRICT  
COURT AUTOMATION FUND FOR THE PURPOSE OF DISTRICT  
COURT RELATED TECHNOLOGY; DECLARING AN EMERGENCY;  
AND FOR OTHER PURPOSES  
**RESOLUTION NO. 25 OF 2021**  
A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF  
THE PURCHASE OF DISTRICT COURT RELATED TECHNOLOGY; AND  
FOR OTHER PURPOSES  
**RESOLUTION NO. 26 OF 2021**  
A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF  
THE CONTRACTING WITH TAMRA GORE FOR CITY CHAPLAIN  
SERVICES; AND FOR OTHER PURPOSES  
**RESOLUTION NO. 27 OF 2021**  
A RESOLUTION RECOGNIZING THE SERVICES OF OFFICER  
CLAYTON BLOCH TO THE CITIZENS OF BENTON AND AWARDING  
HIM HIS BADGE IN RECOGNITION OF THOSE SERVICES  
**RESOLUTION NO. 28 OF 2021**  
A RESOLUTION AMENDING THE 2021 BUDGET TO INCREASE THE  
APPROPRIATION AMOUNT IN PUBLIC SAFETY FOR THE PURCHASE  
OF A BODY CAMERA CONTRACT THROUGH BODYWORN UTILITY;  
AND FOR OTHER PURPOSES  
**ORDINANCE NO. 8 OF 2021**  
AN ORDINANCE APPROPRIATING FUNDS FROM THE RESTRICTED  
ACCOUNT ESTABLISHED FOR THE PURCHASE OF NEW FINANCIAL  
SOFTWARE FOR THE CITY; AND FOR OTHER PURPOSES

**RESOLUTION NO. 29 OF 2021**

A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF THE PURCHASE OF TYLER TECHNOLOGIES FINANCIAL SOFTWARE; AND FOR OTHER PURPOSES

**RESOLUTION NO. 30 OF 2021**

A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF THE A COMPLIANCE AUDIT AND THE USE OF RESTRICTED FUNDS SET ASIDE IN 2020 FOR AUDIT PURPOSES; AND FOR OTHER PURPOSES

**2. PARKS COMMITTEE**

**Council Member Hart**

**RESOLUTION NO. 31 OF 2021**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH OTIS ELEVATOR COMPANY FOR PROVIDING ELEVATOR PREVENTATIVE MAINTENANCE SERVICES FOR THE RIVER CENTER; AND FOR OTHER PURPOSES

**RESOLUTION NO. 32 OF 2021**

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

**RESOLUTION NO. 33 OF 2021**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH CLIFFORD POWER FOR PROVIDING GENERATOR PREVENTATIVE MAINTENANCE SERVICES TO RIVERSIDE PARK; AND FOR OTHER PURPOSES

**RESOLUTION NO. 34 OF 2021**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH ARKANSAS LAWN AND LANDSCAPE FOR PROVIDING LAWN CARE SERVICES TO THE CITY; AND FOR OTHER PURPOSES

**RESOLUTION NO. 35 OF 2021**

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

**RESOLUTION NO. 36 OF 2021**

A RESOLUTION AMENDING THE 2021 BUDGET TO INCREASE THE APPROPRIATION AMOUNT IN PARKS FOR THE RENTAL OF A SKATING RINK; AND FOR OTHER PURPOSES

**RESOLUTION NO. 37 OF 2021**

A RESOLUTION AMENDING THE 2021 BUDGET TO INCREASE THE APPROPRIATION AMOUNT IN PARKS FOR THE 2020 PROJECT CARRYOVER; AND FOR OTHER PURPOSES

**RESOLUTION NO. 38 OF 2021**

A RESOLUTION AMENDING THE 2021 BUDGET TO INCREASE THE APPROPRIATION AMOUNT IN PARKS FOR PARKS PROJECT REQUEST; AND FOR OTHER PURPOSES

**3. COMMUNITY SERVICES/  
ANIMAL CONTROL**

**Council Member Reed**

**RESOLUTION NO. 39 OF 2021**

RESOLUTION OF THE CITY COUNCIL OF BENTON, ARKANSAS CERTIFYING LOCAL GOVERNMENT ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE TAX BACK PROGRAM (The Consolidated Incentive Act of 2003, Section 15-4-2706(d)), AND FOR OTHER PURPOSES.

**RESOLUTION NO. 40 OF 2021**

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A NON-EXCLUSIVE LICENSEE AGREEMENT WITH COMCAST; AND FOR OTHER PURPOSES

**ORDINANCE NO. 9 OF 2021**

AN ORDINANCE AMENDING ORDINANCE 14 OF 2017; AMENDING THE CITY OF BENTON ZONING ORDINANCE CLARIFYING THE PENALTY FOR ZONING ORDINANCE VIOLATIONS; AND FOR OTHER PURPOSES

**ORDINANCE NO. 10 OF 2021**

AN ORDINANCE APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE PURPOSE OF PROCURING EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY COURT OF SALINE COUNTY, AND THE CITIES OF ALEXANDER, BAUXITE, BENTON, BRYANT, HASKELL, SHANNON HILLS, AND TRASKWOOD, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

**ORDINANCE NO. 11 OF 2021**

AN ORDINANCE AMENDING ORDINANCE NO. 46 OF 2005, AS AMENDED BY ORDINANCE NO. 50 OF 2011, ESTABLISHING A ONE AND ONE-HALF PERCENT (1.50%) TAX UPON THE GROSS RECEIPTS OR PROCEEDS OF HOTELS, MOTELS, RESTAURANTS, CAFES, CAFETERIAS, AND SIMILAR BUSINESSES IN THE CITY OF BENTON, ARKANSAS, FOR ADVERTISING AND PROMOTING THE CITY; AND FOR OTHER PURPOSES.

**ORDINANCE NO. 12 OF 2021**

AN ORDINANCE AMENDING ORDINANCE 66 OF 2013; AMENDING THE SUBDIVISION RULES AND REGULATIONS WITHIN THE CITY OF BENTON, ARKANSAS; AND FOR OTHER PURPOSES

**ORDINANCE NO. 13 OF 2021**

AN ORDINANCE AMENDING THE CITY OF BENTON ZONING  
ORDINANCE TO CLASSIFY DETACHED SINGLE FAMILY  
RESIDENTIAL IN THE TOWN CENTER-2 (TC-2) ZONE AS ALLOWED  
BY RIGHT; AND FOR OTHER PURPOSES

4. **STREET & DRAINAGE COMMITTEE** Council Member Hamm

**RESOLUTION NO. 41 OF 2021**

A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID  
FOR WESTBROOK CREEK DRAINAGE IMPROVEMENTS FROM  
GRANT GARRETT EXCAVATING IN THE AMOUNT OF  
\$259,971.62; AND FOR OTHER PURPOSES

5. **PERSONNEL/HEALTH &  
SAFETY COMMITTEE** Council Member Donnor

6. **PUBLIC UTILITIES COMMISSION** Council Member Lee

7. **A&P COMMISSION** Council Members Lee & Brown

**ORDINANCE NO. 14 OF 2021**

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING  
REQUIREMENTS FOR THE PROCUREMENT OF  
PROFESSIONAL MARKETING SERVICES FOR THE  
ADVERTISING AND PROMOTION COMMISSION; AND FOR  
OTHER PURPOSES

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**  
**February 22, 2021**  
**Benton Municipal Complex**

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

**Carroll Posey gave the invocation.**

**Council Member Brown 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 Jeff Morrow  
Council Member Jeff Hamm  
Tom Farmer, Mayor**

**Council Member Steve Brown  
Council Member Evelyn Reed  
Council Member Judd Hart  
Council Member Shane Knight  
Baxter Drennon, City Attorney  
Cindy Stracener, City Clerk**

**When roll was called nine (9) council members were present. Council Member Lee was absent. A quorum was declared.**

**Council Member Hart made a motion to approve the January 25, 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 9 affirmative votes and 1 absent.**

**Council Member Reed made a motion to adopt Resolution 10 of 2021 – A Resolution Ratifying and Confirming the Reappointment of Samuel Tatom, Jr. as Commissioner to the Benton Civil Service Commission; and For Other Purposes by title only. Seconded by Council Member Baptist. The resolution was read by title only. The Mayor asked for any comments, 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 absent, and Council Member Hamm yes. Resolution 10 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 11 of 2021 – A Resolution Ratifying and Confirming the Reappointment of Winifred Stamps as Commissioner to the Benton Civil Service Commission; and For Other Purposes by title only. Seconded by Council Member Baptist. The resolution was read by title only. The Mayor asked for any comments, 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 absent, and Council Member Hamm yes. Resolution 11 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 12 of 2021 – A Resolution Reappointing Alissa Turner to the City of Benton Historic District Commission; and For Other Purposes by title only. Seconded by Council Member Freeman. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member 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 absent, and Council Member Hamm yes. Resolution 12 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 13 of 2021 – A Resolution Reappointing Brett Chumley to the City of Benton Historic District Commission; and For Other Purposes by title only. Seconded by Council Member Morrow. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member 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 absent, and Council Member Hamm yes. Resolution 13 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 14 of 2021 – A Resolution Appointing Damon Helton to the City of Benton Historic District Commission; and For Other Purposes by title only. Seconded by Council Member Brown. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member 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 absent, and Council Member Hamm yes. Resolution 14 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 15 of 2021 – A Resolution Ratifying and Confirming the Reappointing of Luke Moody to the City of Benton A&P Commission; and For Other Purposes by title only. Seconded by Council Member Brown. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member 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 absent, and Council Member Hamm yes. Resolution 15 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Reed made a motion to adopt Resolution 16 of 2021 – A Resolution Ratifying and Confirming the Reappointing of Bill Eldridge to the City of Benton A&P Commission; and For Other Purposes by title only. Seconded by Council Member Baptist. The resolution was read by title only. The Mayor asked for any comments, 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 absent, and Council Member Hamm yes. Resolution 16 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**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 Resolution 17 of 2021 – A Resolution For Amending the 2020 Budget for the Entire City as Adopted in Resolution 82 of 2019; Revising the Budget to Reflect the Actual Expenditures of the City; and For Other Purposes. Seconded by Council Member Freeman. 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 absent, and Council Member Hamm yes. Resolution 17 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Resolution 18 of 2021 – A Resolution Amending the 2021 Budget for the Cost of the Upgrade of Equipment for 911 Consolidation; and For Other Purposes. Seconded by Council Member Reed. 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 absent, and Council Member Hamm yes. Resolution 18 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Resolution 19 of 2021 – A Resolution Amending the 2021 Budget for the Cost of the Police Equipment Out of Police Special Revenues; 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 absent, and Council Member Hamm yes. Resolution 19 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Resolution 20 of 2021 – A Resolution Authorizing the Mayor or His Designee of the City of Benton to Apply for Staffing For Adequate Fire and Emergency Response Grant; and For Other Purposes. Seconded by Council Member Reed. 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 absent, and Council Member Hamm yes. Resolution 20 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Resolution 21 of 2021 – A Resolution Amending the 2021 Budget for the Cost of the Repair of a Fire Truck Using Insurance Proceeds Received in 2020; and For Other Purposes. Seconded by Council**

**Member Brown. 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 absent, and Council Member Hamm yes. Resolution 21 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Resolution 22 of 2021 – A Resolution Amending the 2021 Budget for the Cost of Fire Safety Supplies and Equipment from Proceeds Received in 2020; 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 absent, and Council Member Hamm yes. Resolution 22 of 2021 was adopted with 9 affirmative votes and 1 absent vote.**

**Council Member Morrow made a motion to read and adopt Ordinance 3 of 2021 – An Ordinance Amending Ordinance 84 of 2007 and Ordinance 50 of 2010 Regarding the Financial Stability Act to Clarify that Funds Placed in Restricted Accounts are Accounted for as Expenditures for Purposes of Contributions to the Financial Stability Fund; and For Other Purposes. Seconded by Council Member Freeman. The ordinance was read by the city clerk. The Mayor asked for any comments. Council Member Hart stated that funds that are placed in a restricted account require the vote of the council to expended or removed. 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 absent, and Council Member Hamm yes. Ordinance 3 of 2021 was adopted with 9 affirmative and 1 absent vote.**

**Council Member Hart was recognized for a report from the Parks Committee. Council Member Hart made a motion to read and adopt Ordinance 4 of 2021 – An Ordinance Adopting the City of Benton Rules and Regulations for the Farmers Market; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. The Mayor asked for any comments. Council Member Baptist asked if this had not come before the council previously. The Mayor stated yes, additional hours and days were being added. Council Hart stated that it adds Thursdays and extends the hours on Tuesday and Thursday from 4 pm to 7 pm. The Mayor asked that the roll be 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 absent, and Council Member Hamm yes. Ordinance 4 of 2021 was adopted with 9 affirmative and 1 absent vote. Council Member Hart 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 absent, and**



**Council Member Hamm yes. The emergency clause was adopted with 9 affirmative and 1 absent vote.**

**Council Member Reed was recognized for a report from the Community Services/Animal Control Committee. She stated that she did not have anything else.**

**Council Member Hamm was recognized for a report from the Street & Drainage Committee. Council Member Hamm made a motion to read and adopt Resolution 23 of 2021 – A Resolution Accepting the Lowest Acceptable Bid for Oakcreek Village Drainage Improvements from Gene Summers Construction in the Amount of \$323,472; and For Other Purposes. Seconded by Council Member Baptist. 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 absent, and Council Member Hamm yes. Resolution 23 of 2021 was adopted with 9 affirmative and 1 absent vote.**

**Council Member Hamm made a motion to read and adopt Resolution 24 of 2021 – A Resolution Accepting the Lowest Bid for Sage Crest Drainage Improvements from Redstone Construction Group Inc. in the Amount of \$431,071.50; and For Other Purposes. Seconded by Council Member Baptist. 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 absent, and Council Member Hamm yes. Resolution 24 of 2021 was adopted with 9 affirmative and 1 absent vote.**

**Council Member Hamm thanked the citizens who assisted in the clearing of the streets in certain areas. He also thanked John Richey and Virgil Vandergrift and their crews for all that they did during the snow.**

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

**Next on the agenda was a report from the Public Utility Commission. David Vondran, PUC Director gave the report since Council Member Lee was absent. Mr. Vondran stated that he was going to start by giving a summary of the first part of the week when we were going to have rolling blackouts. On Tuesday February 16<sup>th</sup> at 9 am, we reached 4 degrees that morning. During that day we had contact with MISO who makes sure the system is balanced with the generation and load we have. MISO contacted us Tuesday evening and stated they were issuing a firm load shed imperative of 1 megawatt and we had 30 minutes to get there. So, if we did not shed the 1 megawatt, they would do it for us. We immediately got on Facebook, social media and text alerts and reached out to our customers. We had a phenomenal response, our customers responded and we shed 3 megawatts of power so we avoided the rolling blackout in our area thanks to our customers. That is all a blip on the radar considering what came next. Our water system not only sales water to the citizens of Benton, corporate and industrial customers but wholesale water systems, Salem Water**

Association, Southwest Water Users Association, the City of Bauxite, and the City of Haskell purchase from Southwest. So, this not only affected Benton but the unincorporated areas and others in the county. The biggest issues right now with our water system are being able to get water to our school districts. The series of events that happened are on Thursday, February 18<sup>th</sup> around 10 am in the morning we were notified about the fire hydrant that had been hit at Willow and East St. which is on a 16-inch main. We did not know that leak had happened until we saw the effect it was having on one of our tanks on the north side of town. By the time we noticed we had lost communication to the two tanks on the south side of town. The Silica Heights tank had drained dry and Adrian Street tank was drained dry and a lot of the south water system pipes were drained dry. We got that leak fixed about 3 pm that afternoon and we were optimistic and shared that with our customers. We did not know while we were giving out that good news that another fire hydrant had been hit in a different part of the city and then we quickly had 4 more main ruptures in different parts of the city. And a lot of our citizens had private leaks in their private homes behind their meters. It came one right after another. The working conditions were tremendously hard on our employees, where we can usually put a crew out and they can work eight hours then give them some rest. We are having to rest after 30 to 45 minutes. With the cold-water hypothermia was a concern. Frostbite was a concern. It was a challenging situation concerning the safety of our employees. We made it through and repaired one leak at a time. When things started warming up, the leaks that were frozen thawed and began flowing so we learned of more and more leaks as time went on. The snow melting and running off looked like leaks at times and those were reported. At our water treatment plant, we had to turn it off and when that was relayed to our customers, the miscommunications on my part were that turning that plant off ended up getting out to the public as we were shutting down our water system or turning people off. It took on a life of its own. We momentarily took our plant down and worked on some equipment then brought the plant back up. That was probably an hour to an hour and a half of downtime. That was really not significant because at that time we were still working on leaks out in the system. There were times we were putting water into a system that still had leaks so that is considered wasted water. At this time, we have all our leaks fixed but that can change as soon as we walk out the door. We are making headway from this time yesterday on filling up our tanks. We are filling our system back up and probably 20% of our customers are still without water. We are on conservation which has helped in getting the tanks filled back up and we ask them to continue conservation. We are on a boil order until what we think is probably Friday evening.

Mr. Vondran asked if there were any questions. Council Member Knight asked how many mains did we have ruptured total? Mr. Vondran stated by now at least 10. Council Member Knight asked of those 10 how many of those are past their functional depreciation. Mr. Vondran stated probably all of them but I would optimistically say 60 to 70%. One of the leaks we did have was downtown and was on the 1916 cast iron main. Council Member Knight asked if there was an inventory of what is past that depreciative point where you say we have to watch these or put a plan in place to make those replacements. Mr. Vondran stated we do. We have an inventory not only of the diameter but also of the material that they are made out of. Our focus in the past two years has been in the inventory of our 2-inch mains that have 20 homes on them and there is no way they get much water on a 2-inch main. We have worked on getting those replaced with at least a 6-inch main so that we can also install fire hydrants and improve fire flow. We have been strenuous on police dispatch.

They have been getting a phenomenal number of calls on our behalf. What happened early on was that in the evenings when we leave work, we forward our phones to a third-party answering service. That answering service was understaffed, they also had inclement weather problems with their staff getting to work so they were unable to answer all the calls. Thus, our customers were not able to get in touch with us, so we had a problem and our customers had every right to be mad that they could not get in touch with us to communicate their problems. So, when we found that out we unforwarded the phone and we started manning our own dispatch around the clock. But hats off to dispatch because they took a lot of calls for us. Council Morrow stated that is what I mean by lessons learned to see what we can do different next time. If there one thing you can share to get us out of this situation with the water what would it be. The conserving on the dishwashing and car washing, is there anything else? Mr. Vondran stated that it is their goal to return everyone's life to normal. The dishwashing and the clothes washing, showers as opposed to bathing in a tub. It is just the little choices we make like not letting the facet run the whole time while washing your hands. Just changing the way we think when using our water has been a big help from our customers. Council Member Hamm asked who pays for it when someone runs over a fire hydrant. Mr. Vondran stated because it was a hit and run accident we do. If we are able to get a license plate, we do create an invoice and work with police to make it part of the accident report and pass it on to insurance companies. Council Member Knight stated take away that situation which affected my end of town, that hydrant that sat there for four hours and drained our tanks, if you took that out of the equation, where would we be at right now? If that did not happen where would we be right now? Mr. Vondran stated I don't think we would be here at all. Council Member Knight stated so we would not be in a crisis situation. Mr. Vondran stated I don't believe so. Council Member Knight stated that he asked that question because of the irresponsibility of whomever or how that hydrant was hit. Had someone been responsible enough to call 911 and say I was in an accident and hit a hydrant then our crews would have been notified within minutes rather than hours. Mr. Vondran stated that he thinks the cumulative effect of the occurrences would have been much less because they occurred in a spaced-out time enough that we could have made the repairs and still maintained our system pressure. Council Member Knight stated phenomenal work crew, hats off to all the men and women at Benton Utilities. I saw pictures of them out working in those conditions so a salute to Benton Utilities. Council Member Baptist asked if there was an emergency action plan in place for the department. Mr. Vondran stated yes. Council Member Baptist stated that the texting plan to alert customers is good, it eases people's minds by them knowing what is going on. Mr. Vondran stated our methods of communication are Facebook, which we can't solely rely on, and the alert system which is voluntary. So, if you haven't given your cell number to us, you are not in the system. Council Member Hart asked what percentage of the customers are on the text alert system. Mr. Vondran stated out of 15,000 water meters, we have 2,670 plus on the text list. Council Member Hart asked that Mr. Vondran explain why schools are not getting the water they need and when it might be corrected. Mr. Vondran stated that there are two challenges, one is getting a minimum amount of pressure so the toilets and urinals function. The second problem is the boil order and the effect that it has on preparing meals. There are some tremendous hurdles the schools are facing that are our fault. Council Member Brown stated obviously there were a lot of moving parts and a lot of points of failure through out the system. One of the things that concerns me is having some points of redundancy from a monitoring respective that you have not had in the past. Mr. Vondran stated yes, we are already looking at that. The first part of that process was getting our network separated

from the city's network because we are going to put that new SCADA system on our network and not connected to the outside world because of security reasons. So, getting our own network was the first step and we already have the next step going, we just did not get it done in time. The redundancy is the key issue, we have our own fiber but if it goes down, we need another backup. The Mayor stated thank you. Mr. Vondran stated thank you all and our citizens again and thank you to our customers we could not have done it without your help. The Mayor thanked Wal Mart for donating four pallets of water. Everett's also donated a pallet of water.

Council Member Brown was recognized for a report from the A&P Commission. He stated he had nothing to report.

Council Member Brown was recognized for a report from the IT Committee. He stated he had nothing to report.

Council Member Freeman was recognized for a report from the Planning and Zoning Commission. She handed out her report. See attached.

The Mayor asked for any old business, new business, or public comments. None.

The meeting adjourned at 6:59 p.m.

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Cindy Stracener, City Clerk

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Tom Farmer, Mayor

Planning Commission Report to the City Council

February 22, 2021

The Planning Commission met on Tuesday, February 2, 2021 at 6 pm in Council Chambers.

After establishing a quorum and approving minutes, the Commission unanimously approved minutes from the January 12, 2021 meeting.

During its normal course of business, The Commission considered the following item:

- Approval of a site plan for Arkansas Store It on Military Road. The development is located at 3300 Military Road. After some discussion, the developer agreed to some modifications to its landscaping in order to meet the requirements of the landscaping ordinance.

The Commission also discussed zoning along Alcoa and Boone Road.

With no further business to discuss, the Commission adjourned.

Submitted by Robin R. Freeman

**ORDINANCE NO. 6 OF 2021**

**AN ORDINANCE SETTING THE PROCEDURE FOR THE  
FILING OF REFERENDUM PETITIONS; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to set a procedure for the filing of referendum petitions;

**WHEREAS**, as interpreted by the Arkansas Supreme Court, Article 5, Section 1 of the Arkansas Constitution (as amended by Amendment 7) allows a municipality to set the procedures for the filing of referendum petitions, including setting the time period for the filing of said petitions at no less than thirty (30) days after the passage of an ordinance; and

**WHEREAS**, it is in the best interest of the City of Benton, Arkansas, to set the procedure for the filing of a municipal referendum petitions and to set the time period for the filing of a referendum petition to be thirty (30) days after the passage of an ordinance.

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

**SECTION 1. Referendum Petitions.**

- (a) Filed with the City Clerk. All referendum petitions under Amendment No. 7 to the Constitution of the State of Arkansas shall be filed with the City Clerk within thirty (30) days after the passage of such ordinance.
- (b) Publication of Notice. Whenever a referendum petition is filed, the City Council shall give notice by publication for one insertion of a time not less than five days after the publication of the notice at which it shall hear all persons who wish to be heard on the question whether the petition is signed by the requisite number of petitioners. At the time named, the City Council shall meet and hear all who wish to be heard on the question, and its decision shall be final, unless suit is brought in the Circuit Court of Saline County within 30 days to review its action.

- (c) Special Election. If the City Council finds that the petition is signed by the requisite number of petitioners, it shall order a special election to determine by a vote of the qualified electors whether the ordinance shall stand or be revoked. The date for such election shall be not less than ten days after the order therefore has been made by the council, and such election shall be had and conducted as a general municipal election held in the City.
- (d) Defeated Petitions. If an ordinance referred to the people is defeated at the polls, the City Council shall make note of the fact and shall expunge the ordinance from its files by erasing the same with red ink.

**SECTION 2.** All other ordinances and resolutions to the contrary are hereby repealed to the extent of such conflict, but not otherwise.

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

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

**ORDINANCE NO. 7 OF 2021**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE DISTRICT COURT AUTOMATION FUND FOR THE PURPOSE OF DISTRICT COURT RELATED TECHNOLOGY; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Benton, Arkansas, and Saline County in cooperation and in conjunction with each other provide local access for the public to the judicial system through the District Court of Saline County, Benton Division;

**WHEREAS**, Ark. Code § 16-13-704 allows the District Court to collect an installment fee each month on each account that the Judge allows a defendant to make payments on and said installment fees are collected and deposited each month in an account held by the City of Benton entitled the "District Court Automation Fund" solely for the purpose of district court-related technology; and

**WHEREAS**, Ark. Code § 16-13-704 requires that expenditures from the District Court Automation Fund be approved by the District Judge and authorized by the City Council of the City of Benton and the Quorum Court of the County of Saline.

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

**SECTION 1.** That the amount of \$13,000 currently held in the District Court Automation Fund is hereby authorized and appropriated to be spent on district court-related technology. See budget "Exhibit 1" attached.

**SECTION 2.** That the Benton Chief Financial Officer, upon joint approval by the Quorum Court of Saline County, is authorized to transfer said amount from the District Court Automation Fund and pay for district court-related technology.

**SECTION 3.** It is hereby found and determined that the immediate passage of this Ordinance is necessary for the continued efficient maintenance of the District Court of Saline County and being necessary for the immediate preservation of the public health, safety, and welfare; **THEREFORE**, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.



PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

---

Tom Farmer, Mayor

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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 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	\$920,470	\$13,000	\$933,470
Total Budget	\$190,629		\$177,629

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Special Fund

#### Expenditures

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

District Court Automation	785.60	\$13,000
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Court

**RESOLUTION NO. 25 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET FOR  
THE COST OF THE PURCHASE OF DISTRICT COURT  
RELATED TECHNOLOGY; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to increase the appropriation of expenses associated with the purchase of district court related technology and for other purposes.

**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.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 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 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	\$920,470	\$13,000	\$933,470
Total Budget	\$190,629		\$177,629

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Special Fund

#### Expenditures

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

District Court Automation	785.60	\$13,000
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Court

**RESOLUTION NO. 26 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET FOR  
THE COST OF THE CONTRACTING WITH TAMRA GORE  
FOR CITY CHAPLAIN SERVICES; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to contract with Tamra Gore for City Chaplain services.

**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.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 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	\$14,793,988		\$14,793,988
O&M, Other, etc	\$3,426,435	\$19,000	\$3,445,435
Capital Items	\$55,500		\$55,500
Total Budget	\$37,984		\$18,984

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### General Fund

#### Expenditures

This budget amendment increases the amount budgeted to fund the City Chaplain yearly expense.

Professional Services - Police	820.21.13.17	\$19,000
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Chaplain

**RESOLUTION NO. 27 OF 2021**

**A RESOLUTION RECOGNIZING THE SERVICES OF  
OFFICER CLAYTON BLOCH TO THE CITIZENS OF  
BENTON AND AWARDING HIM HIS BADGE IN  
RECOGNITION OF THOSE SERVICES**

**WHEREAS**, Clayton Bloch has served the citizens of Benton for almost 13 years as a police officer with the Benton Police Department;

**WHEREAS**, Officer Bloch has decided to leave his duty assignment for other opportunities; and

**WHEREAS**, the City wishes to thank Officer Bloch for his dedicated services to our community by presenting him with his badge in recognition of those outstanding services.

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

**SECTION 1.** Badge #2642 is hereby declared as surplus and shall be presented to Officer Clayton Bloch in recognition of his services to the community.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

**RESOLUTION NO. 28 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET TO  
INCREASE THE APPROPRIATION AMOUNT IN PUBLIC  
SAFETY FOR THE PURCHASE OF A BODY CAMERA  
CONTRACT THROUGH BODYWORN UTILITY; AND FOR  
OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to increase the appropriation of expenses associated with the purchase of Body Camera contract with BodyWorn Utility, line item 820.21.30.17 in amount of \$14,000.

**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.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk





## City of Benton, Arkansas

Public Safety 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 PS 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

#### Public Safety Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$4,180,000		\$4,180,000
Personnel	\$3,493,762		\$3,493,762
O&M, Other, etc	\$705,400	\$14,000	\$719,400
Capital Items	\$2,924,800		\$2,924,800
Total Budget	(\$2,943,962)		(\$2,957,962)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Public Safety Fund

##### Expenditures

This budget amendment increases the amount budgeted in Public Safety for the Bodycamera system for the Police department.

Professional Services-Police	820.21.30.19	\$14,000
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Total		\$14,000
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Public Safety

**ORDINANCE NO. 8 OF 2021**

**AN ORDINANCE APPROPRIATING FUNDS FROM THE RESTRICTED ACCOUNT ESTABLISHED FOR THE PURCHASE OF NEW FINANCIAL SOFTWARE FOR THE CITY AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton through Ordinance 67 of 2020 established a restricted account for the purchase of new financial software and deposited \$300,000 for the future cost of such software;

**WHEREAS**, the City Council needs to amend the 2021 City of Benton budget in order to increase the appropriation of expenses associated with the purchase and installation of the financial software see accompanying Resolution.

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

**SECTION 1:** That the amount currently held in the Financial Software Fund is hereby authorized and appropriated to be spent on financial software related technology.

**SECTION 2:** That the Benton Chief Financial Officer is authorized to transfer said amount from the Financial Software Fund and pay for the purchase and installation of financial software.

**SECTION 3:** It is hereby found and determined that the immediate passage of this Ordinance is necessary for the continued efficient maintenance of the City of Benton and being necessary for the immediate preservation of the public health, safety and welfare; **THEREFORE**, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



Sales Quotation For

City of Benton  
114 S East St  
Benton, AR 72015-4387  
Phone +1 (501) 776-5948

Quoted By: Newell Price  
Date: 8/26/2020  
Quote Expiration: 12/31/2020  
Quote Name: City of Benton-ERP-Munis  
Quote Number: 2019-69073-4  
Quote Description: Munis ERP (Saas)

Saas		One Time Fees			
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Financial:					
Accounting/GL	3.0	\$16,480.00	96	\$15,648.00	\$10,200.00
Accounts Payable	3.0	\$4,847.00	32	\$5,216.00	\$0.00
Budgeting	3.0	\$4,847.00	40	\$6,520.00	\$0.00
Capital Assets	3.0	\$4,147.00	40	\$6,520.00	\$2,000.00
Cash Management	3.0	\$2,693.00	16	\$2,608.00	\$0.00
Project & Grant Accounting	3.0	\$3,231.00	32	\$5,216.00	\$4,000.00
Purchasing	3.0	\$6,840.00	72	\$11,736.00	\$1,800.00
Human Capital Management:					
Human Resources & Talent Management	3.0	\$7,755.00	72	\$11,736.00	\$2,800.00
Payroll w/ESS	3.0	\$9,317.00	144	\$23,472.00	\$10,400.00
Revenue:					
Accounts Receivable	3.0	\$3,554.00	56	\$9,128.00	\$0.00
General Billing	3.0	\$2,424.00	24	\$3,912.00	\$1,000.00
Productivity:					
eProcurement	3.0	\$2,693.00	24	\$3,912.00	\$0.00
Munis Analytics & Reporting (Saas)	3.0	\$5,987.00	56	\$9,128.00	\$0.00
Tyler Content Manager SE	3.0	\$7,540.00	24	\$3,912.00	\$0.00
2019-69073-4 - Munis ERP (Saas)					
CONFIDENTIAL					

1 of 1

SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion
Tyler ReadyForms Processing (including Common Form Set)	3.0	\$4,131.00	0	\$0.00	\$0.00
Sub-Total:		\$86,486.00		\$118,664.00	\$32,200.00
Less Discount:		<u>\$17,296.00</u>		<u>\$0.00</u>	<u>\$0.00</u>
TOTAL:		\$69,190.00	728	\$118,664.00	\$32,200.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	\$5,000.00	\$0.00	\$5,000.00
Tyler ReadyForms Processing Configuration	1	\$1,500.00	\$0.00	\$1,500.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
TOTAL:				\$10,500.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
3rd Party Hardware Sub-Total:			\$0.00	\$1,650.00			\$0.00
TOTAL:				\$1,650.00			\$0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$69,190.00
Total Tyler Services	\$161,364.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$1,650.00	\$0.00
Summary Total	\$163,014.00	\$69,190.00
Contract Total	\$370,584.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$17,100.00	

# Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Accounting - Budgets up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Accounting Standard COA	\$2,000.00	\$0.00	\$2,000.00
Accounts Payable - Checks up to 5 years	\$2,200.00	\$0.00	\$2,200.00
Accounts Payable - Invoice up to 5 years	\$2,800.00	\$0.00	\$2,800.00
Accounts Payable Standard Master	\$1,200.00	\$0.00	\$1,200.00
Capital Assets Std Master	\$2,000.00	\$0.00	\$2,000.00
General Billing Std CID	\$1,000.00	\$0.00	\$1,000.00
Human Resources - PM Action History up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Human Resources - Position Control	\$1,400.00	\$0.00	\$1,400.00
Payroll - Accrual Balances	\$1,500.00	\$0.00	\$1,500.00
Payroll - Accumulators up to 5 years	\$1,400.00	\$0.00	\$1,400.00
Payroll - Check History up to 5 years	\$1,200.00	\$0.00	\$1,200.00
Payroll - Deductions	\$1,800.00	\$0.00	\$1,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$2,500.00	\$0.00	\$2,500.00
Payroll - Standard	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Actuals up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Project Grant Accounting - Budgets up to 3 years	\$1,000.00	\$0.00	\$1,000.00
Project Grant Accounting Standard	\$2,000.00	\$0.00	\$2,000.00
Purchasing - Purchase Orders - Standard Open PO's only	\$1,800.00	\$0.00	\$1,800.00
<b>TOTAL:</b>			<b>\$32,200.00</b>

# Optional SaaS

Description	# Years	Annual Fee	One Time Fees		
			Impl. Hours	Impl. Cost	Data Conversion

## Financial:

### Contract Management

### Employee Expense Reimbursement

### Human Capital Management:

### ExecuTime Time & Attendance Mobile Access

### ExecuTime Time & Attendance

### Recruiting

### Revenue:

### Tyler Cashiering

### Additional:

### CAFR Statement Builder

3.0	\$6,358.00	24	\$3,912.00	\$0.00
<b>TOTAL:</b>	<b>\$33,435.00</b>	<b>228</b>	<b>\$37,164.00</b>	<b>\$3,000.00</b>

## Optional Tyler Software & Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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### Additional:

### General Billing - Bills up to 5 years - C

### General Billing - Recurring Invoices - C

### Human Resources - Certifications - B

### Human Resources - Education - B

### Human Resources - Recruiting - B

### Payroll - State Retirement Tables - B

0	\$0.00	0	\$0.00	\$3,500.00	\$3,500.00	\$0.00
0	\$0.00	0	\$0.00	\$1,680.00	\$1,680.00	\$0.00
0	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
0	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
0	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
0	\$0.00	0	\$0.00	\$1,400.00	\$1,400.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$10,780.00</b>	<b>\$10,780.00</b>	<b>\$0.00</b>

## Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
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### Contracts

\$3,000.00	\$0.00	\$3,000.00
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Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
General Billing - Bills up to 5 years	\$3,500.00	\$0.00	\$3,500.00
General Billing - Recurring Invoices	\$1,680.00	\$0.00	\$1,680.00
Human Resources - Certifications	\$1,400.00	\$0.00	\$1,400.00
Human Resources - Education	\$1,400.00	\$0.00	\$1,400.00
Human Resources - Recruiting	\$1,400.00	\$0.00	\$1,400.00
Payroll - State Retirement Tables	\$1,400.00	\$0.00	\$1,400.00
<b>TOTAL:</b>			<b>\$13,780.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval:

Date:

Print Name:

P.O. #:

All primary values quoted in US Dollars

**RESOLUTION NO. 29 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET FOR  
THE COST OF THE PURCHASE OF TYLER  
TECHNOLOGIES FINANCIAL SOFTWARE; AND FOR  
OTHER PURPOSES**

**WHEREAS**, the City Council needs to amend the 2021 City of Benton Budget in order to appropriate expenses associated with the purchase of financial software for Tyler Technologies in the amount of \$300,000;

**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.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 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	\$14,793,988		\$14,793,988
O&M, Other, etc	\$3,445,435	\$300,000	\$3,745,435
Capital Items	\$55,500		\$55,500
Total Budget	\$37,984		(\$281,016)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### General Fund

##### Expenditures

This budget amendment increases the amount budgeted for computer services line item 820.24.11.03 in the Administrative Services Department utilizing the restricted funds set aside for the purchase of the financial software system

Computer Services	820.24.11.03	\$300,000
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Fin Sc

**RESOLUTION NO. 30 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET FOR THE COST OF THE A COMPLIANCE AUDIT AND THE USE OF RESTRICTED FUNDS SET ASIDE IN 2020 FOR AUDIT PURPOSES; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council needs to amend the 2021 City of Benton budget in order to appropriate expenses associated with the cost of a compliance audit and the use of restricted funds that were set aside in 2020 for Audit Purposes;

**WHEREAS**, the City went out for RFQ and received two responses. The City wishes to engage in an agreement for audit services with JWCK, Certified Public Accounts for the 2020 compliance audit with the maximum amount to be spent of \$50,000;

**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.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 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	\$14,793,988		\$14,793,988
O&M, Other, etc	\$3,445,435	\$300,000	\$3,745,435
Capital Items	\$55,500		\$55,500
Total Budget	\$37,984		(\$281,016)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### General Fund

##### Expenditures

This budget amendment increases the amount budgeted for computer services line item 820.24.11.03 in the Administrative Services Department utilizing the restricted funds set aside for the purchase of the financial software system

Computer Services	820.24.11.03	\$300,000
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Fin Sc

**RESOLUTION NO. 31 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER  
INTO A CONTRACT WITH OTIS ELEVATOR COMPANY  
FOR PROVIDING ELEVATOR PREVENTATIVE  
MAINTENANCE SERVICES FOR THE RIVER CENTER;  
AND FOR OTHER PURPOSES**

**WHEREAS**, the City wishes to enter into a one (1) year agreement with Otis Elevator Company to provide elevator preventative maintenance services to the River Center and Boys & Girls Club for the costs reflected in Exhibit "1" to this resolution; and

**WHEREAS**, a copy of the proposal from Otis Elevator Company is attached hereto as Exhibit 1.

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

**SECTION 1.** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a one (1) year agreement with Otis Elevator Company to provide elevator preventive maintenance services for the River Center and Boys & Girls Club, which is consistent with the terms contained in Exhibit 1. This contract can be renewed for three one-year contract extensions. The services herein will be re-bid in 2024.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



# OTIS

Made to move you

DATE: 02/25/2021

TO:  
Riverside Parks Development  
1800 Citizens Drive

Benton, AR 720154068

FROM:  
Otis Elevator Company  
1527 Bowman Rd Suite A  
Little Rock, AR 72211

EQUIPMENT LOCATION:  
RIVERSIDE PARK DEVELOPMNT  
1800 Citizens Drive  
Benton, AR 72015

Mallory Lester Moore  
Phone: (501) 414-2948

PROPOSAL NUMBER: AQY051

## EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
2	HYDRAULIC	OTIS ELEVATOR COMPANY	ELV 1 *OAD* ELV 2 *OAD*	630840, 630841

## OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

## OTIS MAINTENANCE MANAGEMENT SYSTEM<sup>SM</sup>

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS<sup>®</sup> scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

*Under this Contract, we will maintain the Units on the following terms and conditions:*

## PERFORMANCE

### MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils,

contacts, linings, and component parts.

- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

## **RELIABILITY**

### **PARTS COVERAGE**

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring

### **PARTS INVENTORY**

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

### **QUALITY CONTROL**

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

## **RESPONSIVENESS**

### **24-HOUR DISPATCHING**

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

## **COMMUNICATION**

### **CUSTOMER REPRESENTATIVE**

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

### **REPORTS – eSERVICE**

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and

service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

## **SAFETY AND ENVIRONMENT**

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### **SAFETY TESTS – HYDRAULIC ELEVATORS**

We will conduct an annual no load test and annual pressure relief valve test.

### **FIREFIGHTERS' SERVICE TEST**

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

### **SAFETY TRAINING**

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

### **ENVIRONMENTAL PROTECTION**

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

### **MAINLINE DISCONNECTS**

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

### **SHARED RESPONSIBILITY**

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at [www.otis.com](http://www.otis.com) by (1) clicking on "The Americas" tab on the left side

of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

## **WORK SCHEDULE**

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### **NORMAL HOURS**

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through REM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

### **OVERTIME**

Callbacks outside of regular working hours will be billed at standard overtime rates.

## **OWNERSHIP AND LICENSES**

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### **WIRING DIAGRAMS**

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

### **OTIS SERVICE EQUIPMENT**

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

### **OTIS SOFTWARE**

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

### **NON-OTIS SOFTWARE**

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

### **SERVICE TOOLS**

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.



## THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

## CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work

place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

#### **ALTERATIONS**

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

#### **SPECIAL PROVISIONS**

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

#### **CONTRACT PRICE AND TERM**

##### **CONTRACT PRICE**

**Four hundred nine dollars and fifty-four cents (\$ 409.54 ) per month, payable Annually**

##### **PRICE ADJUSTMENT**

Four hundred nine dollars and fifty-four cents (\$ 409.54) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on 01/01/2021 which was 88.061. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

## **TERM**

The Commencement Date will be 02/01/2021.

The Term of this Contract unless modified under the extended term below, will be for one (1) year beginning on the Commencement Date. The Contract will automatically be renewed on the first anniversary for an additional one (1) year unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current one (1) year term. Thereafter, the Contract will automatically be renewed on each first anniversary for an additional one (1) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current one (1) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

## **PAYMENTS**

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

### **Electronic Funds Transfer Payments (ACH/EFT)**

To set up automatic payments or to make one-time payments, please visit [Payinvoicedirect.com](http://Payinvoicedirect.com) to register. Please note, registration is available after your first invoice has been billed.

## **ACCEPTANCE**

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

**THIS QUOTATION** is valid for ninety (90) days from the proposal date.

Submitted by: Mallory Lester Moore  
 Title: Account Manager  
 E-mail: Mallory.Lester@otis.com

Accepted in Duplicate

**CUSTOMER**

Approved by Authorized Representative

**Otis Elevator Company**

Approved by Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: - \_\_\_\_\_

Print Name: Richard Riley, Jr.

Title - \_\_\_\_\_

Title General Manager

E-mail: - \_\_\_\_\_

Name of Company - \_\_\_\_\_

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: \_\_\_\_\_  
 (Name of Principal or Owner)

**BILL TO INFORMATION**

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

**ACCOUNTS PAYABLE CONTACT**

Name:

Phone Number:

Fax Number:

E-mail:

**TAX STATUS**

Are you tax exempt?      Yes      No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices?      Yes      No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices?      Yes      No

If yes, please provide blank check for bank routing and account information.

**RESOLUTION NO. 32 OF 2021**

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

WHEREAS, the City Council of the City of Benton, Arkansas, wishes to enter into a one (1) year agreement with Harrison Energy Partners to provide UV preventative maintenance services to the River Center for total cost of \$11,982.00; and

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

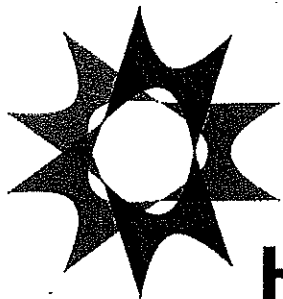
**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF BENTON, ARKANSAS:**

**SECTION 1.** On behalf of the City of Benton, the Mayor and City Clerk are hereby authorized to execute a one (1) year agreement with Harrison Energy Partners to provide HVAC preventive maintenance services for the River Center which is consistent with the terms contained in Exhibit 1. This contract can be renewed for three one-year contract extensions. The services herein will be re-bid in 2024.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



1501 Westpark Drive, Suite 9  
Little Rock, AR 72204

Phone: 501-661-0621

Toll Free: 800-505-0621

Fax: 501-661-9109

24-Hour Service Phone: 501-661-1058

[www.harrisonenergy.com](http://www.harrisonenergy.com)

# **Harrison Energy Partners**

Commercial HVAC Excellence

## **HVAC Select Maintenance Agreement Benton Riverside Park**

Proposal Number

**SH210301.1**

Valid Agreement Dates

**August 1<sup>st</sup>, 2021 thru July 31<sup>st</sup>, 2022**

Prepared for

**Daniel Baxley**

**Adam Nelsen**

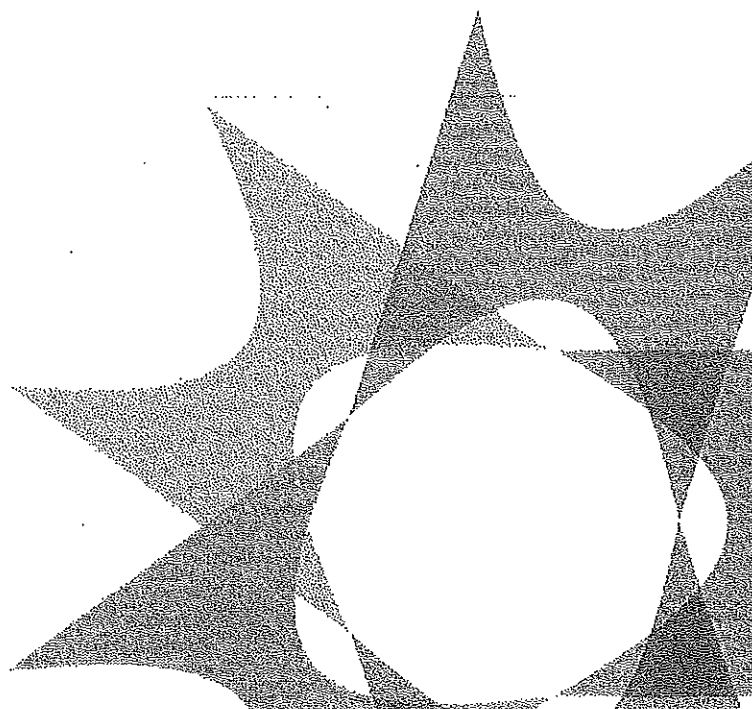
At

**Benton Riverside Park**

**1800 Citizens Drive**

**Benton, AR 72015**

**03/01/2021**





## Executive Summary

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

Our commitment to you is to provide Select Maintenance coverage and Client Services at Benton Riverside Park for \$11,982.00 annually for one (1) year. The details of that commitment are in the following pages.

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

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

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

Sincerely,

Stephen Harris  
Account Manager  
501.539.0626





# The Agreement

*Harrison Energy Partners Maintenance Agreement*

## Scope of Maintenance

Provided in your Select Maintenance Agreement:

### Select Maintenance Program

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

### Intelligent Services

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

### Emergency Service

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

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

### Major Repair Labor

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

### Replacement Parts and Components

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



### **Exclusions on Coverage**

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

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

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

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

### **Written Reports**

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

### **Preferential Service and Agreement Service Rate**

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

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

## Equipment Coverage



The following equipment will be maintained:

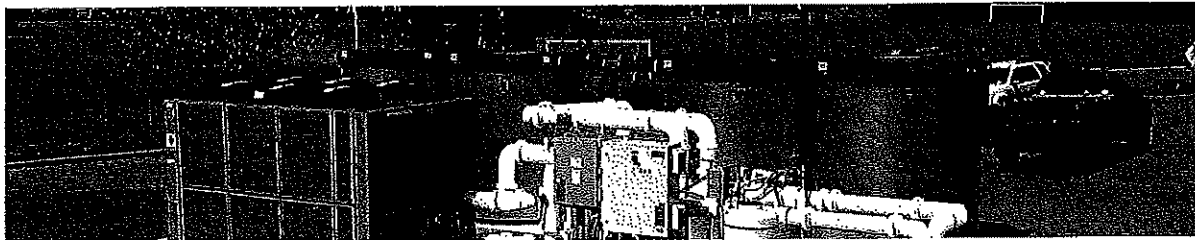
Manufacturer	Equipment	Model No.	Serial No.
PoolPak	Dehumidification Unit	MPK0090SEP-75E-DMM-R410A	MPK160901
PoolPak	Remote Condensing Unit	MAC1483	MPK160901-MAC

## Seasonal Maintenance Schedule



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

## Intelligent Services Schedule



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



## Pricing and Acceptance

**Client Name:**

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

**Site Name:**

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

**Harrison Energy Partners Maintenance Agreement**

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

**Payment and Maintenance Fee**

Client agrees to pay **\$11,982.00** over the one (1) year of this Agreement, to HEP as the fee (the "Maintenance Fee") for the inspection, maintenance and services described in the Seasonal Maintenance Schedule section hereof with respect to the Equipment. Taxes are not included and will be added to invoices. The Maintenance Fee is subject to adjustment as provided in the Agreement Parameters.

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

**Term**

The initial term of this Maintenance Agreement shall be one (1) year, effective August 1, 2021, provided that HEP will have no obligation to Client prior to approval of this Maintenance Agreement in writing as provided below by an authorized representative of Harrison Energy Partners.

**Submitted by****HEP Acceptance:**

---

*Authorized Representative*

---

*Account Manager*

---

*Title*

---

*Acceptance Date*

---

Client Email address for Service Report Submission**Pricing Option****Client Acceptance:**

---

*Authorized Representative*

---

*Title*

---

*Acceptance Date*



## Agreement Payment Options

Arkansas and Local Sales Taxes Will Be Added to Amount Shown

Agreement Amount: **\$11,982.00**

### Option "A" – Lump Sum Payment

Due Thirty (30) Days After Agreement Goes Into Effect

Total	<b>\$11,982.00</b>
-------	--------------------

### Option "B" – Quarterly Payments

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

Down Payment (40% Of Agreement Amount)	\$4,792.80
Due At Beginning Of 4 <sup>th</sup> Month	\$2,590.51
Due At Beginning Of 7 <sup>th</sup> Month	\$2,590.51
Due At Beginning Of 10 <sup>th</sup> Month	\$2,590.51
Total	<b>\$12,564.33</b>

### Option "C" – Monthly Payments

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

Down Payment (One-Third Of Agreement Amount)	\$3,990.01
Due At Beginning Of Second Through Twelfth Months	\$ 790.81
Total	<b>\$12,688.92</b>

## AGREEMENT PARAMETERS

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



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

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



**RESOLUTION NO. 33 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER  
INTO A CONTRACT WITH CLIFFORD POWER FOR  
PROVIDING GENERATOR PREVENTATIVE  
MAINTENANCE SERVICES TO RIVERSIDE PARK; AND  
FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, wishes to enter into a one (1) year agreement with Clifford Power to provide generator preventative maintenance services to Riverside Park for total cost of \$1,322.00; and

**WHEREAS**, copies of the proposals from Clifford Power is attached hereto as Exhibit "1".

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

**SECTION 1.** On behalf of the City of Benton, the Mayor and City Clerk are hereby authorized to execute a one (1) year agreement with Clifford Power to provide generator preventive maintenance services for Riverside Park, which is consistent with the terms contained in Exhibit "1". This contract can be renewed for three one-year contract extensions. The services herein will be re-evaluated in 2024.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

# PLANNED MAINTENANCE (PM) AGREEMENT



Clifford Power Systems | 6800 Interstate 30 | Little Rock, AR | 72209

Clifford Power Systems, Inc. ("CPS") agrees to provide CITY OF BENTON PARKS- RIVER CENTER ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1800 CITIZEN DR City: BENTON State: AR Zip: 72015

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
YR 1 - \$742.00	\$742.00											

This agreement will be in accordance to the following terms and conditions, for a period of 1 year. Coverage Dates 3/1/2021 -- 2/28/2022

## In consideration of the agreements herein contained:

1. Customer agrees to: Remit Amount of \$742.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
2. CPS agrees to: Perform all Preventative Maintenance inspections on a Semi-Annually basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
3. Customer also authorizes: CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. Customer also authorizes: CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
5. CPS warrants its work: For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
6. Failures of new parts installed by CPS: Failure of any new parts installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said parts.
7. Renewal: This agreement will automatically renew annually unless cancelled per paragraph 8.
8. This agreement may be cancelled by either party: With a 60 day written notification.
9. Registration/Training Fees: If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
10. Limitation of Liability: Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

*\$1322  
FTAY*

## PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 6800 Interstate 30 | Little Rock, AR | 72209

Clifford Power Systems, Inc. ("CPS") agrees to provide CITYOF BENTON PARKS- Boys And Girls Club ("Customer"), and Customer agrees to accept and pay for parts and service necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1611 AIRLINE DR City: BENTON State: AR Zip: 72015

	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
YR 1 - \$580.00	\$580.00											

This agreement will be in accordance to the following terms and conditions, for a period of 1 year. Coverage Dates 3/1/2021 -- 2/28/2022

### In consideration of the agreements herein contained:

1. Customer agrees to: Remit Amount of \$580.00 for the first year of Planned Maintenance and any additional services, please refer to the payment schedule above for details. Customer agrees to make payment upon receipt of invoice.
2. CPS agrees to: Perform all Preventative Maintenance inspections on a Semi-Annually basis, additional services will be performed in the frequency described in the Equipment PM Items and Optional Services list. Work is to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes, visits include our standard 99 point inspections and equipment test.
3. Customer also authorizes: CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed (\$750 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. Customer also authorizes: CPS to perform a Diesel Fuel Top Off Service for an amount not to exceed (\$700 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
5. CPS warrants its work: For a period of 30 days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS, while under agreement.
6. Failures of new parts installed by CPS: Failure of any new part/s installed by CPS during the course of maintenance service shall be covered by the manufacturer's warranty of said part/s.
7. Renewal: This agreement will automatically renew annually unless cancelled per paragraph 8.
8. This agreement may be cancelled by either party: With a 60 day written notification.
9. Registration/Training Fees: If Buyer requires Seller to register with an entity, or incur additional costs such as licensing or training specific to the servicing requirements of Buyer's account, then Buyer agrees to reimburse Seller all costs affiliated with these fees. Costs include direct fees for registration plus 20% for Seller's administration.
10. Limitation of Liability: Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

## PLANNED MAINTENANCE (PM) AGREEMENT

### Equipment PM Items and Optional Services

Service Location: CITY OF BENTON BOYS AND GIRLS CLUB - 1511 AIRLINE DR - BENTON, AR 72015		Service Terms: 3/1/2021 - 2/28/2022	Location Total: \$580.00
Incl. GENERAC 22kW	Incl. GENERAC 22kW		
<input checked="" type="checkbox"/> 2 x 99-Point Inspection & Test	<input checked="" type="checkbox"/> 2 x 99-Point Inspection & Test		
<input checked="" type="checkbox"/> 1 x Engine Service	<input checked="" type="checkbox"/> 1 x Engine Service		

Clifford Power Systems and Customer have agreed to the above this day.

By: JOHN D HILL  
Clifford Power Systems-Representative

Date: Mar-21

By: \_\_\_\_\_  
Customer-Representative

Date: \_\_\_\_\_

**RESOLUTION NO. 34 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH ARKANSAS LAWN AND LANDSCAPE FOR PROVIDING LAWN CARE SERVICES TO THE CITY; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Benton, Arkansas, published a Request for Proposal for supplying lawn care services to the City which the City Council determines to be a professional service;

**WHEREAS**, the RFP stated the services would begin April 1, 2021, and end on October 31, 2021, and is for the Parks Department;

**WHEREAS**, after a review of the proposals it has been determined that the contract should be awarded to Arkansas Lawn and Landscape;

**WHEREAS**, the City wishes to enter into an agreement with Arkansas Lawn and Landscape to provide lawn services to the City of Benton Parks Department for the sum of \$29,919.00.

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

**SECTION 1.** On behalf of the City of Benton, the Mayor and City Clerk are hereby authorized to execute a contract with Arkansas Lawn and Landscape to provide lawn care services for the City of Benton Parks Department and to pay the agreed upon compensation when due. This contract can be renewed for three one-year contract extensions. The services herein will be re-evaluated in 2024.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



ESTIMATE NO. 055 ISSUE DATE 2/15/2021 VALID UNTIL 2/15/2021

**FROM**  
Arkansas Lawn & Landscape  
313 Derek Ct  
Bryant AR 72002  
United States

**FOR**  
City Of Benton Parks Department  
114 S. East Street  
Benton AR 72015  
United States

DESCRIPTION	QTY.	UNIT PRICE (\$)	AMOUNT (\$)
Tyndall Park Monthly maintenance with tax	1	1,400.00	1,400.00
Sunset Lake Park Monthly Maintenance with tax	1	1,877.00	1,877.00
Ralph Bunche Park Monthly Maintenance	1	615.00	615.00
Subtotal:			\$3,892.00
TAX 6.5% from 3,892.00			\$252.98
<b>Total (USD):</b>			<b>\$3,892.00</b>

Total Annual Bid Amount: \$29,014.86

1.) This bid includes the cost for the Scope of work located in RFP "Section 3".

2.) Arkansas Lawn and Landscape will not charge for any outside contract maintenance visits as long as we receive at least 48hrs notice. Anything inside the 48 hour window will be charged at 50% cost of single visit.

3.) Arkansas Lawn and Landscape has a 1-2 day inclement weather policy and procedures to protect both parties from property damage and personal injury if the grounds are in non working conditions. If we are not able to service the area for a full week then a full weeks credit and/or an extra visit at the end of contract will be made available. Benton Parks representative will make the final decision on whichever they would like done.

4.) Arkansas Lawn and Landscape is in agreement with all Sections of RFP 2021-01.

Issued by, signature:



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

## Request for Proposals

<b>Bid Number:</b> RFP 2021-02	<b>Buyer:</b> Cynthia Nesbitt, Purchasing Coordinator
<b>Commodity:</b> Lawn Care Services	<b>Bid Opening Date:</b> March 8, 2021
<b>Department:</b> Parks Department	<b>Bid Opening Time:</b> 11:00 a.m.
<b>Date Issued:</b> February 23, 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 Parks Department Lawn Care 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 unsigned proposal will be considered non-responsive.

<b>Mailing Address:</b>	<b>Bid Opening Location:</b>
PO Box 607	114 S. East Street
Benton, AR 72018	Benton, AR 72015

Arkansas Lawn & Landscape  
Printed Name of Company

313 Derek ct Alexander Ar 72002  
Company Address

501-343-7472  
Telephone Number

Fax Number

Michael.d.skeen@gmail.com  
E-Mail Address

Michael Skeen  
Printed Name of Authorized Signature

Authorized Signature

3/1/21  
Date  
3/1/21  
Date

## Section 1 – General Information

**Introduction:** This Request for Proposal is issued by the City of Benton to secure a contract that provides adequate and reliable Lawn Care Services for the City of Benton Parks Department.

**Background:** The City of Benton is a municipal government organization. The City has multiple departments that are stationed at different locations within the city. The departments are as follows: Mayor/Elected Officials, City Clerk, City Attorney, Information Technology, Communications, Police, Fire, Economic Development, Community Development, Street, Animal Control, Administrative Services, and Parks.

**Type of Contract:** The contract will be a one (1) year term contract with services dates starting April 1, 2021 until October 30, 2021. Upon mutual agreement by the vendor and the City of Benton, the contract may be renewed on a year-to-year basis, for up to two (2) additional one-year terms or a portion thereof. Contract may be voided by either party upon thirty (30) days written notice to the other party. Work shall be completed during regular City of Benton hours. Parks Grounds Maintenance hours are 7:00 am - 5:00 pm.

**Billing:** Monthly invoices shall be delivered to the City of Benton within 30 days of the month billed for.

**Performance Guaranty:** The client may terminate this agreement for deficiencies in service by informing contractor in writing for the precise nature of the service deficiencies, and giving the contractor 30 days to correct the deficiencies. If client is still dissatisfied with the service at the end of the 30-day probation, the contract will be terminated.

**Force Majeure:** The contractor shall not be required to perform any term or condition of this agreement so long as such performance is delayed or prevented by any cause not reasonable within the control of the contractor. If it should rain on the scheduled service day for the property, the contractor will perform those services that were delayed as soon as they can be rescheduled.

### **Caution to Bidders:**

1. Vendors **must** submit two (2) signed, original RFP responses on or before the date specified on page one.



2. The City of Benton has the right to award this proposal to any Proposer regardless of proposal price. Proposals may not be withdrawn within 60 days after the proposals are opened. Proposal processes shall be in accordance with state law.
3. The City of Benton reserves the right to award a contract or reject any or all proposals and to waive any and all informalities associated with the proposal, if it is in the best interest of the City to do so. Bids may be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor to submit bid on or before the deadline established by this RFP.
  - b. Failure to sign the Official RFP Document.
  - c. Failure to complete the Official RFP Price Sheet.
  - d. Any wording by the vendor in their response to this RFP which conflicts with or takes exception to a requirement in the RFP.
  - e. Failure of any proposed goods or service to meet or exceed the specifications.

**Equal Employment Opportunity Policy:** The City of Benton does not discriminate because of race, sex (including pregnancy), religion, color, handicap, national origin, age, genetic information or political affiliation.

**Delivery of Response Documents:** It is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the RFP solicitation documents. RFP documents received after the date and time designated for bid opening are considered late bids and shall not be considered.

#### **General Terms and Conditions for Proposals**

1. **Restrictive or Ambiguous Specifications:** It is the responsibility of the prospective Proposer to review the entire RFP packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of proposal procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
2. **Taxes:** **Make sure to include all applicable taxes in your proposal.**
3. **Liabilities:** The Proposer shall hold the City of Benton, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against the City of Benton because of the unauthorized use of such articles.

- 4. Terms and Conditions:** In the event of a conflict between the proposal specifications and these terms and conditions the specifications will govern.
- 5. Warranties:** All warranty information must be furnished.
- 6. Alternate Proposals:** Alternate proposals are not acceptable and will be rejected unless authorized by the invitation to proposal. Alternate proposals are defined as proposals that do not comply with the proposal terms, conditions, and specifications. Proposers may submit more than one proposal providing that all such proposals comply with proposal terms, conditions, and specifications.
- 7. Exceptions:** Proposers taking exceptions to any part or section of this invitation, shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply with and/or supply the requirements as written in the proposal document.
- 8. Qualifications of Proposers:** A Proposer may be required, before the award, to show to the complete satisfaction of the City of Benton that it has the necessary facilities, ability, and financial resources to provide the service or goods specified.
- 9. Additional Information:** Proposers are cautioned that any statement made by an individual, or employee of the City of Benton that materially changed any portion of the proposal document shall not be relied upon unless subsequently ratified by a formal written amendment to the proposal document.
- 10. Acceptance of Terms:** All terms and conditions in the invitation are deemed to be accepted by the Proposer and incorporated in the proposal, except the provision(s) which are expressly excluded by the proposal specifications.
- 11. Drug Free Workplace Program for Construction:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the proposal or contract stating that the contractor is in compliance with the provisions of this act.
- 12. Public Access to Procurement Information:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be public only after evaluation of that proposal or proposal has been completed.

**Definitions:**

**"Applicant"** - Proposer

**"City" or "City of Benton"** – The City of Benton, Arkansas

**"Hourly Labor Rate"** - hourly rate without cost of materials per person

**"Proposer"** - the individual, firm, partnership, joint venture or corporation which submits a proposal to the City of Benton in response to this RFP

**"RFP"** - Request for Proposals

## Section 2 – Specific Requirements

**Scope:** The intent of this Request for Proposal is to establish a Term contract to provide adequate and reliable Lawn Care Services for the City of Benton Parks Department as defined herein.

**References:** Vendor must furnish as references a minimum of three (3) current customers located in the State of Arkansas who have received services of the same or similar in scope within the last five (5) years.

<b>Business Name:</b>	See Attached
<b>Business Address:</b>	
<b>Contact Person and Phone:</b>	
<b>Email Address:</b>	

**Insurance:** Prior to award, the successful vendor shall furnish an approved Certificate of Insurance from a company or agent licensed in the State of Arkansas, and must keep insurance in force throughout the contract period and any extensions. The insurance may not be modified without the City of Benton's approval.

The following is a list of liability limits for Worker's Compensation and Employee Fidelity Coverage and standard limits as outlined by vendor's insurance carrier.

1. Worker's Compensation and Employee Liability Policy

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident

2. Comprehensive General Liability Policy

Premises and Operation

Contractual Insurance

Personal Injury

Each item listed in section 2 must have:

- |                 |                             |
|-----------------|-----------------------------|
| Bodily Injury   | \$500,000 each person       |
|                 | \$500,000 each occurrence   |
| Property Damage | \$2,000,000 each occurrence |
|                 | \$2,000,000 aggregate       |

**The Vendor shall assume all liability for any accidental or criminal occurrence.**

**Requirements and Required Documents:**

## **Section 3 – Scope of Services**

**Scope of Services:** The City of Benton Parks Department is seeking a contractor to perform general Lawn Care Services. Services include removal of litter, mowing, trimming, mulching and maintenance within landscaped areas, service plants, inspection, weed-eating around all areas, walks, and curbs of all contract locations. Bidders are responsible to verify these quantities and interior finishes as necessary to submit a competent and responsible bid. Prior to each scheduled and intermittent period of service, the contractor representative shall report to each department services for direction prior to starting and provide an electronic report of conditions found within four (4) hours of completing services. Contact information will be provided.

**General Mowing:** All locations will be mowed at intervals determined by the City of Benton. Mowing intervals may vary due to weather conditions or special events. The mowing season is scheduled from April 1 until October 30<sup>th</sup>.

- Grass shall be mowed where possible, and manicured by weed-eater and/or edger up to the curb. Grass shall be mowed to a height of 2" - 3".
- With each mowing, all edges will be left neat and trim.
- Monthly cleaning of overhanging limbs and debris on trails at Sunset Lake and Riverside Park.
- Care shall be taken to avoid marring of trees, shrubbery and other vegetation by equipment.
- Removal and disposal of all litter, vegetation, and debris is required to be off-site. Bagging of such debris during mowing operations is acceptable. Under no circumstances will mowing debris be left on the property or blown to street, curb, sidewalks, drains, or other property.
- All clippings must be cleared off all sidewalks, driveways, streets, etc. Clippings on lawn areas must be adequately dispersed so as to leave a neat appearance.
- Other lawn sprinkler system repairs, etc. and or any non-recurring supplemental seeding or sodding, tree, brush, or vegetation removal will be sought and invoiced on an as needed basis.
- The City of Benton reserves the rights to schedule mowing either more or less frequently as provided herein depending on growing conditions.
- All mowing will be done in accordance with the State and Local regulations – (i.e. hours of operations, noise, etc.)
- The City of Benton reserves the right to add or subtract areas to the contract. If additions are made, the price will be negotiated between the City of Benton and the successful bidder.

**CITY of BENTON**  
**Parks Department**  
**Contact: Daniel Baxley, Assistant Parks Director**  
**501-672-8026**

<b>Benton Parks Department</b>
<b>913 E Sevier Street (Tyndall Park)</b>
<b>1300 S East Street (Ralph Bunche Park)</b>
<b>Fairfield Road (Sunset Lake)</b>

<b>SCHEDULE OF SERVICES</b>													
<b>M=Monthly BW=Biweekly W=Weekly AN=As Needed</b>													
	<b>Ja n</b>	<b>Fe b</b>	<b>Ma r</b>	<b>Ap r</b>	<b>Ma y</b>	<b>Ju n</b>	<b>Jul</b>	<b>Au g</b>	<b>Se p</b>	<b>Oc t</b>	<b>No v</b>	<b>De c</b>	
<b>Cut All Turf Areas (See * below)</b>				W	W	W	W	W	W	W			
<b>Edge Walks &amp; Curbs</b>				W	W	W	W	W	W	W			
<b>Trim around Buildings/Beds/poles/Signs</b>				W	W	W	W	W	W	W			
<b>Blow off all Walks &amp; Curbs</b>				W	W	W	W	W	W	W			
<b>Blow off Parking Areas</b>													
<b>Remove Leaves</b>													
<b>Remove Debris from Lawn</b>				W	W	W	W	W	W	W			
<b>Weed Beds</b>													
<b>Trim Shrubs</b>													
<b>Mulch Flower Beds</b>													
<b>Monitor Sprinkler System (* City Hall)</b>													
<b>Weed Control &amp; Fertilizer</b>													

**\*All bidders are required to have a pre-bid meeting with Daniel Baxley. Contact Daniel at 501-794-7602 to schedule a meeting.**  
**No bid will be accepted without a pre-bid meeting.**

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

## Official RFP Price Sheet

All applicants must fill out the form below, along with the appropriate authorized signatures.

	Price per Services	Price Annually
913 E Sevier Street (Tyndall Park)	\$372.75	\$10,437
1300 S East Street (Ralph Bunche Park)	\$163.75	\$4,885
Fairfield Road (Sunset Lake)	\$499.75	\$13,993

Upon signing this form, the applicant is acknowledging that all information provided in this RFP is true and will provide documentation requested.

Price given above is the final to the City of Benton and includes all taxes, overhead and profit to the bidder. The City of Benton reserves the right to accept any or all part of bids, to reject any or all bids and to award to the bid deemed in the best interest to the City.

Arkansas Lawn & Landscape

Printed Name of Company

313 Derek Ct Alexander Ar 72002

Company Address

501-343-7472

Telephone Number

Fax Number

michael.d.skeen@gmail.com

E-Mail Address

Michael Skeen

Printed Name of Authorized Signature

3/1/21

Date

  
Authorized Signature

3/1/21  
Date

**CONTRACTORRESOURCES**  
**INSURANCE SERVICES, INC**

**INSURANCE PROPOSAL**

**"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"**

PREPARED FOR:

**DbA Arkansas Lawn and  
Landscape**

313 Derek Ct.  
Alexander, Arkansas 72002

PREPARED BY:

**Val Flynn**  
Lic #0N15294  
Contractor Resources Insurance Services  
("CRIS")

**949-316-0193**

**vflynn@contractorresourcesinsurance.com**

**COVERAGE BASED ON:**

Operations:  
Lawn Care Maintenance  
  
Annual Gross: \$200,000  
Subcontracted: \$60,000  
W-2 Payroll: \$30k-\$50K  
Deductible or SIR: \$2,500

**PROPOSED COVERAGE:**

\$2,000,000 Aggregate  
\$1,000,000 Occurrence  
\$1,000,000 Products/Completed Ops  
\$1,000,000 Personal/Advertising  
\$50,000 Rented Premises  
\$5,000 Medical

**General Liability Insurance**

**Included Coverages**

**Carrier: AIX Specialty Insurance Company**

**Blanket Additional Insured**

**Rating: A-rated**

\$795.01 Premium  
\$125.00 CRIS Broker Fee

**\$75.23 per month (10 months)**

**\$244.26 Down \$920.01 Annual Cost**

Autopay financing through Agile Premium Finance

☒ Policy is written through a non-rated carrier which may entail more risk than a company rated by AM Best and may not be subject to all of the insurance laws and regulations of your state.

☒ This is a claims-made policy. Claims must be filed during the policy period.

☒ State insurance insolvency guaranty funds are not available for policies placed with a non-admitted insurance company.

Signature:   
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: **Feb 15, 2021**




**"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"**

**TERMS & DISCLOSURES**

This proposal is not an offer of coverage and is an estimate only. A list of exclusions is available on request. Coverage is not bound and in effect until notice is received from the insurance company. Up to 25% of the premium is non-refundable and all non-premium fees are also non-refundable. This policy is written with a risk retention group and a non-admitted carrier. Endorsements are issued at the discretion of the insurance company. Endorsements that are issued as "equivalent" by the insurance company may or may not be accepted by the company requesting it. CRIS in no way guarantees acceptance of any requested endorsement. Please request a sample endorsement and check that it will be accepted before purchasing the policy. Likewise, CRIS cannot guarantee acceptance of coverage by any entity requesting it, even if a broker with CRIS has reviewed any insurance requirements. Insurance premium is based on actual revenue and/or payroll and is subject to audit. You may receive a bill for additional premium if your revenue and/or payroll changes from the above estimate. It may change based on additional operations. Please review the above information carefully before signing. We do not offer legal advice and as such we would advise that a sample policy be submitted to the entity requesting insurance coverage before purchasing or your attorney. Any coverage not listed may not be included in the policy.

All products and features are not available in all states. This is not a contract, binder, or evidence of insurance. Policies are distinct and separate except when noted. Premiums are subject to change after the policy period. Consult your broker and/or read the policies for details of coverage and benefits. The quote is only as good as the information provided by you. It is the responsibility of the insured to inform the insurance company and CRIS of any changes that may affect the policy and premium. If you are working in multiple states, it is the responsibility of the insured to inform CRIS and the insurance company(ies) who hold your policies BEFORE working in another state to verify coverage. Additional premiums, and fees may apply. Contractor Resources Insurance Services will not be involved in payments to carrier or premium finance company after the initial payment. In the event of cancellation for non-payment of premium Contractor Resources Insurance Services will not be liable.

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> I decline Worker's Compensation coverage       | <input checked="" type="checkbox"/> I decline Builders Risk coverage              |
| <input checked="" type="checkbox"/> I decline Tool and Equipment coverage          | <input checked="" type="checkbox"/> I decline E&O/Professional Liability coverage |
| <input type="checkbox"/> I decline GL coverage                                     | <input checked="" type="checkbox"/> I decline Auto coverage                       |
| <input checked="" type="checkbox"/> I decline Excess coverage                      | <input checked="" type="checkbox"/> I decline Pollution coverage                  |
| <input checked="" type="checkbox"/> I decline Open Roof/Open Construction coverage | <input checked="" type="checkbox"/> I decline Completed Operations coverage       |
| <input checked="" type="checkbox"/> I decline Heating Devices coverage             | <input checked="" type="checkbox"/> I decline Overspray Coverage                  |
| <input checked="" type="checkbox"/> I decline Employer Liability Coverage (EPLI)   | <input checked="" type="checkbox"/> I decline Cyber Coverage                      |

I have reviewed policy coverages and alternatives with my broker and have selected coverages based on my evaluation subject to acceptance by the insurance company(ies) and CRIS. Signature: 

Michael Skeen (Feb 15, 2021 11:43 CST)

I currently perform work ONLY in my domiciled state and in the following states:

Arkansas

Signature:   
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: Feb 15, 2021

**"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"**

**BROKER FEE AGREEMENT**

The undersigned ("Client") appoints Contractor Resources Insurance Services, Inc. ("Broker") as Client's insurance broker of record to transact business on behalf of Client. Broker will make a reasonable search of the marketplace of insurers available to Broker and provide options to Client for the type of risk that Client wishes to insure based on the requirements and specifications provided by Client. Client shall provide Broker with complete and accurate information to be included in the insurance application. Client assumes full responsibility for any inaccuracies or misrepresentations in the information provided and acknowledges that such inaccuracies or misrepresentations may result in an increase in premium and/or rejection, cancellation or rescission of the policy. Client shall immediately notify Broker in writing of any changes in property or risks insured against, or if Client desires to amend, change, or cancel the policy. This Agreement shall continue in full force until terminated by either party. Client agrees to pay a broker fee for Broker's services. In addition to the broker fee, Client acknowledges that Broker receives compensation from insurers for its professional services in the form of commissions, which consist of a percentage of the premium collected by the insurers. Broker may also receive additional compensation, under agreements with one or more insurers in the form of commission overrides or based on some combination of volume, profitability, or other factors. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed.

The broker fee (\$125.00) is listed on page 1 of the quote under "CRIS Broker Fee." Client agrees to this fee and understands that the broker fee is not refundable, irrespective of whether the policy is cancelled or rejected by the Client or insurer. Client authorizes Broker to cancel insurance if premiums or fees remain unpaid to Broker. The broker fee covers the following services:

1. Issuance of certificates of Insurance on behalf of the Insured (unlimited)
2. Research and procurement of endorsements
3. Inspection and audit assistance

Any controversy or dispute between the parties arising out of or with respect to this agreement shall be adjudicated by binding arbitration before a single, neutral arbitrator who shall be a retired superior court judge mutually acceptable to the parties. The arbitrator shall be selected in accordance with rules adopted by ADR and in effect at the time of the dispute. Discovery shall be allowed pursuant to the rules of ADR. No appeal shall lie from the arbitration award rendered by the arbitrator, and the award may be confirmed as a judgment in any Court of competent jurisdiction. This agreement shall be construed and controlled by the laws of the State of California, and the parties' further consent to jurisdiction by the state and federal courts sitting in the State of California, County of Orange. In any action to enforce this agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs.

The Client agrees to the conditions set forth above and acknowledges receipt of a copy of this agreement. The Client understands that upon signing this agreement, the broker fee will be fully earned by Broker and will be non-refundable.

I agree to the conditions set forth above and acknowledge receipt of a copy of this Agreement.

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: **Feb 15, 2021**

"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"

**CREDIT CARD AUTHORIZATION**

☐ One-time payment (policy paid in full) ☒ Recurring autopay (along with deposit)

*(Credit card required for down payment.)*

Name on Card:

Michael Skeen

Amount Down:

\$252.20

Card Number:

5275 1600 0284 1640

Expiration Date:

12/2023

Billing Address:

313 Derek Ct

CVV:

316

Alexander, AR 72002

**BANK DRAFT AUTHORIZATION**

*(Optional for auto-pay only, if not filled out payments will be charged to credit card.)*

Name on Account:

☐ Checking ☐ Savings

Routing Number:

Amount Down:

Account Number:

Bank Name:

**AUTOPAY AUTHORIZATION**

This authorization applies from 02/2021 to 02/2022

Amount to be paid by card (monthly):

\$ 75.23

Site fee (on down payment only) (3.25% of payment if credit card) or (\$.50 if ACH)

\$ 7.94

*I authorize the above charge on my credit card or bank account for the above down payment. If indicated above, I also authorize Agile Premium Finance (the finance company) to charge my credit card or bank account indicated above, under the terms of the finance agreement. Credit card fees apply for processing the payment.*

**AGILE**  
PREMIUM FINANCE  
A Division of Valley National Bank

Signature:  Michael Skeen (Feb 15, 2021 11:43 CST)

Date: Feb 15, 2021

**CONTRACTORRESOURCES**  
**INSURANCE SERVICES, INC**

**INSURANCE PROPOSAL**

"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"

PREPARED FOR:

**DbA Arkansas Lawn  
and Landscape**

313 Derek Ct  
Alexander, Arkansas 72002

PREPARED BY:

**Val Flynn**

Lic #0N14294

Contractor Resources Insurance Services ("CRIS")  
Agency Lic. #6002279

**949-316-0193**

vflynn@contractorresourcesinsurance.com

**COVERAGE BASED ON:**

Operations: Lawn Care  
Maintenance  
# of Employees: 5

**PROPOSED COVERAGE:**

Each Accident	\$1,000,000
Disease - Policy Limits	\$1,000,000
Disease - Each Employee	\$1,000,000

**Worker's Compensation Insurance**

**Carrier: Insurance Company**

\$1,613.00 Est Annual Premium

\$ 241.95 CRIS Broker Fee

**\$152.34 (9) Monthly Payments**

**\$483.90 Down Payment**

**Classifications and Payroll**

Classification #1	0042
Estimated Annual Payroll	\$50,000
Class Code Rate per \$100	NA

Classification #2	NA
Estimated Annual Payroll	NA
Class Code Rate per \$100	NA

Classification #3	NA
Estimated Annual Payroll	NA
Class Code Rate per \$100	NA

Classification #4	NA
Estimated Annual Payroll	NA
Class Code Rate per \$100	NA

☐ State insurance insolvency guaranty funds are not available for policies placed with a non-admitted insurance company.

As Owner of the company I elect to be:

☐ Included in coverage

☒ Excluded from coverage

Policy is subject to Audit?

☒ Yes ☐ No

Signature:   
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: **Feb 15, 2021**

# CONTRACTORRESOURCES

## INSURANCE SERVICES, INC

# INSURANCE PROPOSAL


"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"

### TERMS & DISCLOSURES

This proposal is not an offer of coverage and is an estimate only. A list of exclusions is available on request. Coverage is not bound and in effect until notice is received from the insurance company. Up to 25% of the premium is non-refundable and all non-premium fees are also non-refundable. This policy is written with a risk retention group and a non-admitted carrier. Endorsements are issued at the discretion of the insurance company. Endorsements that are issued as "equivalent" by the insurance company may or may not be accepted by the company requesting it. CRIS in no way guarantees acceptance of any requested endorsement. Please request a sample endorsement and check that it will be accepted before purchasing the policy. Likewise, CRIS cannot guarantee acceptance of coverage by any entity requesting it, even if a broker with CRIS has reviewed any insurance requirements. Insurance premium is based on actual revenue and/or payroll and is subject to audit. You may receive a bill for additional premium if your revenue and/or payroll changes from the above estimate. It may change based on additional operations. Please review the above information carefully before signing. We do not offer legal advice and as such we would advise that a sample policy be submitted to the entity requesting insurance coverage before purchasing or your attorney. Any coverage not listed may not be included in the policy.

All products and features are not available in all states. This is not a contract, binder, or evidence of insurance. Policies are distinct and separate except when noted. Premiums are subject to change after the policy period. Consult your broker and/or read the policies for details of coverage and benefits. The quote is only as good as the information provided by you. It is the responsibility of the insured to inform the insurance company and CRIS of any changes that may affect the policy and premium. If you are working in multiple states, it is the responsibility of the insured to inform CRIS and the insurance company(ies) who hold your policies BEFORE working in another state to verify coverage. Additional premiums, and fees may apply. Contractor Resources Insurance Services will not be involved in payments to carrier or premium finance company after the initial payment. In the event of cancellation for non-payment of premium Contractor Resources Insurance Services will not be liable.

- |  |   |
|--|---|
| <input type="checkbox"/> I decline Worker's Compensation coverage                  | <input checked="" type="checkbox"/> I decline Builders Risk coverage              |
| <input checked="" type="checkbox"/> I decline Tool and Equipment coverage          | <input checked="" type="checkbox"/> I decline E&O/Professional Liability coverage |
| <input checked="" type="checkbox"/> I decline GL coverage                          | <input checked="" type="checkbox"/> I decline Auto coverage                       |
| <input checked="" type="checkbox"/> I decline Excess coverage                      | <input checked="" type="checkbox"/> I decline Pollution coverage                  |
| <input checked="" type="checkbox"/> I decline Open Roof/Open Construction coverage | <input checked="" type="checkbox"/> I decline Completed Operations coverage       |
| <input checked="" type="checkbox"/> I decline Heating Devices coverage             | <input checked="" type="checkbox"/> I decline Overspray Coverage                  |
| <input checked="" type="checkbox"/> I decline Employer Liability Coverage (EPLI)   | <input checked="" type="checkbox"/> I decline Cyber Coverage                      |

I have reviewed policy coverages and alternatives with my broker and have selected coverages based on my evaluation subject to acceptance by the insurance company(ies) and CRIS. Signature:  Michael Skeen (Feb 15, 2021 11:43 CST)

I currently perform work ONLY in my domiciled state and in the following states:

Arkansas

I agree to the terms presented and attest to the accuracy of the information above.

Signature:  Michael Skeen (Feb 15, 2021 11:43 CST)

Date: Feb 15, 2021

**"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"**

**BROKER FEE AGREEMENT**

The undersigned ("Client") appoints Contractor Resources Insurance Services, Inc. ("Broker") as Client's insurance broker of record to transact business on behalf of Client. Broker will make a reasonable search of the marketplace of insurers available to Broker and provide options to Client for the type of risk that Client wishes to insure based on the requirements and specifications provided by Client. Client shall provide Broker with complete and accurate information to be included in the insurance application. Client assumes full responsibility for any inaccuracies or misrepresentations in the information provided and acknowledges that such inaccuracies or misrepresentations may result in an increase in premium and/or rejection, cancellation or rescission of the policy. Client shall immediately notify Broker in writing of any changes in property or risks insured against, or if Client desires to amend, change, or cancel the policy. This Agreement shall continue in full force until terminated by either party. Client agrees to pay a broker fee for Broker's services. In addition to the broker fee, Client acknowledges that Broker receives compensation from Insurers for its professional services in the form of commissions, which consist of a percentage of the premium collected by the insurers. Broker may also receive additional compensation, under agreements with one or more insurers in the form of commission overrides or based on some combination of volume, profitability, or other factors. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed.

The broker fee (\$241.95) is listed on page 1 of the quote under "CRIS Broker Fee." Client agrees to this fee and understands that the broker fee is **not refundable**, irrespective of whether the policy is cancelled or rejected by the Client or insurer. Client authorizes Broker to cancel insurance if premiums or fees remain unpaid to Broker.

The broker fee covers the following services:

1. Issuance of certificates of insurance on behalf of the insured (unlimited)
2. Research and procurement of endorsements
3. Inspection and audit assistance

Any controversy or dispute between the parties arising out of or with respect to this agreement shall be adjudicated by binding arbitration before a single, neutral arbitrator who shall be a retired superior court judge mutually acceptable to the parties. The arbitrator shall be selected in accordance with rules adopted by ADR and in effect at the time of the dispute. Discovery shall be allowed pursuant to the rules of ADR. No appeal shall lie from the arbitration award rendered by the arbitrator, and the award may be confirmed as a judgment in any Court of competent jurisdiction. This agreement shall be construed and controlled by the laws of the State of California, and the parties' further consent to jurisdiction by the state and federal courts sitting in the State of California, County of Orange. In any action to enforce this agreement, the prevailing party shall be awarded its reasonable attorney's fees and costs.

The Client agrees to the conditions set forth above and acknowledges receipt of a copy of this agreement. The Client understands that upon signing this agreement, the broker fee will be fully earned by Broker and will be non-refundable.

I agree to the conditions set forth above and acknowledge receipt of a copy of this Agreement.

Broker Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: **Feb 15, 2021**

**CONTRACTORRESOURCES**  
**INSURANCE SERVICES, INC**

**INSURANCE PROPOSAL**

"YOU'VE FOUND YOUR CONSTRUCTION SPECIALIST"

**CREDIT CARD AUTHORIZATION**

☐ One-time payment (policy paid in full) ☒ Recurring autopay (along with deposit)

*(Credit card required for down payment.)*

Name on Card:

Michael Skeen

Amount Down:

\$499.63

Card Number:

5275 1600 0284 1640

Expiration Date:

12/2023

Billing Address:

313 Derek Ct

CVV:

316

Alexander, AR 72002

**BANK DRAFT AUTHORIZATION**

*(Optional for auto-pay only, if not filled out payments will be charged to credit card.)*

Name on Account:

☐ Checking ☐ Savings

Routing Number:

Amount Down:

Account Number:

Bank Name:

**AUTOPAY AUTHORIZATION**

This authorization applies from 02/2020 to 02/2021

Amount to be paid by card (monthly):

\$152.34

Site fee (on down payment only) (3.25% of payment if credit card) or (\$.50 if ACH)

\$ 15.73

*I authorize the above charge on my credit card or bank account for the above down payment. If indicated above, I also authorize Agile Premium Finance (the finance company) to charge my credit card or bank account indicated above, under the terms of the finance agreement. Credit card fees apply for processing the payment (3.25% of payment for credit card payments or \$.50 for ACH payments + \$9.95 per payment).*

Signature:   
Michael Skeen (Feb 15, 2021 11:43 CST)

Date: Feb 15, 2021

**RESOLUTION NO. 35 OF 2021**

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

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

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

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

**SECTION 1.** On behalf of the City of Benton, the Mayor and City Clerk are hereby authorized to execute a one (1) year agreement with McCauley Services to provide pest control services for Riverside Park, which is consistent with the terms contained in Exhibit "1". This contract can be renewed for three one-year contract extensions. The services herein will be re-bid in 2024.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk





 **PEST**  **ELECTRICAL**  **HANDYMAN**

**City of Benton Parks and Recreation**  
Pest Management Proposal

03/02/2021

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

*23650 I-30, Bryant, AR 72022*



03/02/2021

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

Subject: Pest Management Proposal

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

**Scope of Work:**

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

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

**Pricing:**

River Center (includes senior center)	\$125 Monthly
Soccer Field Concession	\$16 Monthly*
Girls Softball Field Concession	\$21 Monthly*
Adult Softball Field Concession	\$21 Monthly*
Tyndall Park Concession	\$21 Monthly*
Gene Moss Building	\$52 Quarterly
Farmers Market	\$25 Monthly
Bernard Holland (Termite Renewal)	\$180 Annual (April)

**Additional Features:**

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

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

Respectfully submitted,

MCCAULEY SERVICES  
Bobby Mansfield

**RESOLUTION NO. 36 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET TO  
INCREASE THE APPROPRIATION AMOUNT IN PARKS  
FOR THE RENTAL OF A SKATING RINK; AND FOR  
OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to increase the appropriation of expenses associated with the purchase of a Skating Rink line item 820.299.35.25 in amount of \$35,000.

**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" Parks Skating to this Resolution and are more fully described.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



## City of Benton, Arkansas

### Parks 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 Parks Fund.

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

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

### Section 1: Amended Appropriations – Fiscal Year 2021

#### Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$2,146,004	\$0	\$2,146,004
Personnel	\$6,000	\$0	\$6,000
O&M, Other, etc	\$503,306	\$0	\$503,306
Capital Items	\$2,440,282	\$35,000	\$2,475,282
Operating Transfers	\$1,400,000	\$0	\$1,400,000
Total Budget	(\$2,203,584)		(\$2,238,584)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Parks Fund

##### Funding

This budget amendment authorizes the use of .25 cent cash on hand to be used for expenditures associated with the Parks projects.

##### Capital Items

This budget amendment allows for the expenditures for a skating rink for the Farmers Market in the amount of \$35,000 out of the line item 820.299.35.25 in the Parks Department.

**RESOLUTION NO. 37 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET TO  
INCREASE THE APPROPRIATION AMOUNT IN PARKS  
FOR THE 2020 PROJECT CARRYOVER; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to increase the appropriation of expenses associated with the 2020 Project Carryover line item 850.400.35.25 in amount of \$471,300.

**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 Rollover to this Resolution and are more fully described.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



## City of Benton, Arkansas

Parks 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 Parks Fund.

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

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

### Section 1: Amended Appropriations – Fiscal Year 2021

#### Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$2,146,004	\$0	\$2,146,004
Personnel	\$6,000	\$0	\$6,000
O&M, Other, etc	\$503,306	\$0	\$503,306
Capital Items	\$942,500	\$471,300	\$1,413,800
Operating Transfers	\$1,400,000	\$0	\$1,400,000
Total Budget	(\$705,802)		(\$1,177,102)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Parks Fund

##### Funding

This budget amendment authorizes the use of .25 cent carried over from expenditures associated with the projects started in 2020 and not finished.

##### Capital Items

This budget amendment allows for the expenditures for projects carried over in the amount of \$471,300 out of the line item Depreciable Assets - Structures 850.400.35.25 in the Parks Department.

Rollover Funds

**RESOLUTION NO. 38 OF 2021**

**A RESOLUTION AMENDING THE 2021 BUDGET TO  
INCREASE THE APPROPRIATION AMOUNT IN PARKS  
FOR PARKS PROJECT REQUEST; AND FOR OTHER  
PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, needs to amend the 2021 City of Benton Budget in order to increase the appropriation of expenses associated with the Parks Project Request line item 850.400.35.25 in amount of \$1,026,482, as well as 850.400.35.50 in amount of \$105,619.

**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”- Parks Project 25 and “Exhibit 2”- Parks Project 50 to this Resolution and are more fully described.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



## City of Benton, Arkansas

### Parks 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 Parks Fund.

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

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

### Section 1: Amended Appropriations – Fiscal Year 2021

#### Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$2,146,004	\$0	\$2,146,004
Personnel	\$6,000	\$0	\$6,000
O&M, Other, etc	\$503,306	\$0	\$503,306
Capital Items	\$1,413,800	\$1,026,482	\$2,440,282
Operating Transfers	\$1,400,000	\$0	\$1,400,000
Total Budget	(\$1,177,102)		(\$2,203,584)

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Parks Fund

##### Funding

This budget amendment authorizes the use of .25 cent cash on hand to be used for expenditures associated with the Parks projects.

##### Capital Items

This budget amendment allows for the expenditures for projects in the amount of \$1,026,482 out of the line item Depreciable Assets - Structures 850.400.35.25 in the Parks Department.





## City of Benton, Arkansas

Parks 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 Parks Fund.

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

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

### Section 1: Amended Appropriations – Fiscal Year 2021

#### Parks Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$2,042,837	\$0	\$2,042,837
Personnel	\$0	\$0	\$0
O&M, Other, etc	\$1,264,280	\$0	\$1,264,280
Capital Items	\$62,500	\$105,619	\$168,119
Operating Transfers	\$0	\$0	\$0
Total Budget	\$716,057		\$610,438

### Section 2: Funding & Disbursements – Fiscal Year 2021

#### Parks Fund

##### Funding

This budget amendment authorizes the use of .50 cent cash on hand to be used for expenditures associated with the Parks projects.

##### Capital Items

This budget amendment allows for the expenditures for projects in the amount of \$105,619 out of the line item Depreciable Assets - Structures 850.400.35.50 in the Parks Department.

**RESOLUTION NO. 39 OF 2021**

**A RESOLUTION OF THE CITY COUNCIL OF BENTON,  
ARKANSAS, CERTIFYING LOCAL GOVERNMENT  
ENDORSEMENT OF BUSINESS TO PARTICIPATE IN THE  
TAX BACK PROGRAM (THE CONSOLIDATED INCENTIVE ACT  
OF 2003, SECTION 15-4-2706(d)); AND FOR OTHER PURPOSES**

**WHEREAS**, the local government must endorse a business to participate in the Tax Back Program and benefit from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Section 15-4-2706(d);

**WHEREAS**, said endorsement must be made on specific form available from the Arkansas Department of Economic Development;

**WHEREAS**, Coors Tek located at 3315 Boone Road, Benton, Arkansas has sought to participate in the program and more specifically has requested benefits accruing from expansion of the specific facility;

**WHEREAS**, Coors Tek has agreed to furnish the local government all necessary information for compliance; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, wishes to take all steps reasonable and necessary to ensure that Coors Tek is able to benefit from the Consolidated Incentive Act of 2003, Arkansas Code § 15-4-2706(d).

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

**SECTION 1.** Coors Tek is hereby endorsed by the City of Benton, Arkansas for benefits from the refunds/tax credits as provided in the Consolidated Incentive Act of 2003, Arkansas Code § 15-4-2706(d).

**SECTION 2.** The Department of Finance and Administration be authorized to refund local sales and use taxes to Coors Tek.

**SECTION 3.** This resolution shall take effect immediately.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

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Tom Farmer, Mayor

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Cindy Stracener, City Clerk

**RESOLUTION NO. 40 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A  
NON-EXCLUSIVE LICENSEE AGREEMENT WITH COMCAST;  
AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, wishes to enter into a Non-Exclusive License Agreement with Comcast of Bryant, Inc., ("Comcast") which will allow Comcast to use utility poles to provide cable and telecommunication services for the residents and businesses of the City of Benton;

**WHEREAS**, Benton Utilities has approved and agreed to the Non-Exclusive License Agreement; and

**WHEREAS**, a copy of the Non-Exclusive License Agreement is attached hereto as Exhibit "1".

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

**SECTION 1.** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, the Non-Exclusive License Agreement with Comcast of Bryant, Inc., which is attached hereto as Exhibit "1".

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

**ORDINANCE NO. 9 OF 2021**

**AN ORDINANCE AMENDING ORDINANCE 14 OF 2017;  
AMENDING THE CITY OF BENTON ZONING ORDINANCE  
CLARIFYING THE PENALTY FOR ZONING ORDINANCE  
VIOLATIONS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined that Ordinance 14 of 2017 should be amended with a new addition to Section 3.006 – Violations and Enforcement as contained in “Exhibit 1” to the ordinance.

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

**SECTION 1.** Section 3.006 – Violations and Enforcement as stated in Exhibit “1” to the ordinance is amended to read as follows:

Section 3.006 – Violations and Enforcement

Any person, firm, or corporation who uses land or structures or who builds structures in violation of these regulations is guilty of a misdemeanor and shall be subject to a fine. Each day’s violation shall constitute a separate offense. The fine for each day of violation of the provisions of this ordinance shall not be more than five hundred dollars (\$500), but not less than fifty dollars (\$50).

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

## **EXHIBIT "1"**

### **Section 3.006 – Violations and Enforcement**

Any person, firm or corporation who uses land or structures or who builds structures in violation of these regulations is guilty of a misdemeanor and shall be subject to a fine. Each day's violation shall constitute a separate offense. The fine for each day of violation of the provisions of this ordinance shall not be more than five hundred dollars (\$500) but not less than fifty dollars (\$50).

## **ORDINANCE NO. 10 OF 2021**

### **AN ORDINANCE APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE PURPOSE OF PROCURING EMERGENCY MEDICAL SERVICES BETWEEN THE COUNTY COURT OF SALINE COUNTY, AND THE CITIES OF ALEXANDER, BAUXITE, BENTON, BRYANT, HASKELL, SHANNON HILLS AND TRASKWOOD, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, Saline County and the cities of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills, and Traskwood have determined that it is in their best interests to authorize combined efforts for the purpose of procuring emergency medical services through a franchise agreement, to better provide for the health, safety, and welfare of the citizens of Saline County.

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

**SECTION 1.** Pursuant to Ark. Code §§14-266-101 et seq. and Ark. Code §14-14-910, the Saline County Judge and the Mayors of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills and Traskwood have the authority to enter into an interlocal cooperative agreement ("agreement") subject to the approval of the respective legislative bodies.

**SECTION 2.** The purpose of the Agreement is to authorize combining efforts for the purpose of procuring emergency medical services through a franchise agreement, to better provide for the health, safety and welfare of the citizens of Saline County. Further, an additional purpose is to ensure that there is increased consistency, transparency, and accountability regarding the emergency medical services provider for the citizens of Saline County. The combined area authorized to be served would include, but not be limited to, the unincorporated areas of Saline County, Arkansas, and the incorporated areas of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills, and Traskwood, Arkansas ("Franchise Area").

**SECTION 3.** Be it further understood that the City Council, by passage of this Ordinance, approves the agreement, which is attached hereto as Exhibit "1", and that the terms and conditions of Ark. Code §§14-266-101 et seq. and Ark. Code §14-14-910 have been met and complied with. The agreement establishes a perpetual relationship between Saline County and the cities of Alexander, Bauxite, Benton, Bryant, Haskell, Shannon Hills, and Traskwood.

**SECTION 4.** Should any word, phrase, or section of this ordinance be held to be invalid or unconstitutional by a court of competent jurisdiction, such

invalidity shall not affect the force and validity of the remaining portion of sections of this ordinance.

**SECTION 5.** Because of the need to provide emergency services efficiently within the City and to commence with the transition, an emergency is hereby declared to exist, and this Ordinance being necessary for the preservation of the public peace, health, and safety shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



## **ORDINANCE NO. 11 OF 2021**

**AN ORDINANCE AMENDING ORDINANCE NO. 46 OF 2005, AS AMENDED BY ORDINANCE NO. 50 OF 2011, ESTABLISHING A ONE AND ONE-HALF PERCENT (1.50%) TAX UPON THE GROSS RECEIPTS OR PROCEEDS OF HOTELS, MOTELS, RESTAURANTS, CAFES, CAFETERIAS, AND SIMILAR BUSINESSES IN THE CITY OF BENTON, ARKANSAS, FOR ADVERTISING AND PROMOTING THE CITY; AND FOR OTHER PURPOSES.**

**WHEREAS**, in Ordinance No. 46 of 2005 and extended by Ordinance No. 50 of 2011, the City Council of the City of Benton, Arkansas, levied a tax of one and one-half percent (1.5%) upon the gross receipts or proceeds from hotels, motels, restaurants, cafes, cafeterias and similar businesses (the "Tax");

**WHEREAS**, by the terms of Ordinance No. 50 of 2011, the Tax will terminate at the time all bond indebtedness secured by such tax approved by the voters and issued by the City pursuant to Amendment No. 62 to the Arkansas Constitution has been paid or provision is made therefore;

**WHEREAS**, the Advertising & Promotion Commission of the City is responsible for the management of the revenue received from the Tax and for the management of the Benton Event Center, which was acquired, constructed, furnished, and equipped using bond indebtedness secured by such tax approved by the voters and issued by the City pursuant to Amendment No. 62 to the Arkansas Constitution has been paid or provision is made therefore;

**WHEREAS**, through the proper management of the Advertising & Promotion Commission it is anticipated that the bond indebtedness associated with the Benton Event Center will be eligible for payoff approximately six years earlier than anticipated; and

**WHEREAS**, the City Council has determined that there is an ongoing need to advertise and promote the City, to maintain the Benton Event Center, and to provide funding for the construction and operation of additional parks, recreation facilities.

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

**SECTION 1:** Section 10 of Ordinance No. 46 of 2005, as amended by Ordinance No. 50 of 2011 is hereby amended to read as follows:

SECTION 10. *Effective date of Tax; Termination.* The tax levied by this Ordinance shall be in full force and effect from and after the first day of January, 2006 and will remain in effect until December 31, 2041, or, in the event of the issuance of a bond by the City in accordance with Arkansas law, until all bond indebtedness secured by such tax has been paid or provision is made therefore, which ever occurs later.

If the tax levied by this Ordinance is to be abolished after all bond indebtedness secured by such tax has been paid or provision is made therefore, then it shall be abolished on the first date of the month after the occurrence of the following:

(a) The trustee certifies to the City in a written instrument filed in the office of the City Clerk that the trustee has or will have sufficient funds set aside to pay the principal of and interest on the bonded indebtedness when due at maturity or at redemption prior to maturity;

(b) The Mayor certifies in a written instrument filed in the office of the City Clerk that the tax levied by this Ordinance is not pledged to any other bonded indebtedness of the City; and

(c) The City Clerk publishes in a newspaper of general circulation in the City a notice stating that all bonded indebtedness secured by collections of the tax levied by this Ordinance has been paid or provision has been made therefor and that the tax levied by this Ordinance will terminate as provided herein.

**SECTION 2:** This Ordinance shall not take effect until the Advertising and Promotion Commission has created a plan in conjunction with the City Parks Department for the funding of the construction, reconstruction, repair, maintenance, improvement, equipping, operation of new or existing public recreation facilities or city parks.

**SECTION 3:** All other ordinances and parts thereof in conflict in whole or in part with any of the provisions of this Ordinance are hereby repealed to the extent of such conflicts.

**SECTION 4:** If any provision of this Ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications of this Ordinance, which can be given effect without the invalid provisions or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

## ORDINANCE NO. 12 OF 2021

### AN ORDINANCE AMENDING ORDINANCE 66 OF 2013; AMENDING THE SUBDIVISION RULES AND REGULATIONS WITHIN THE CITY OF BENTON, ARKANSAS; AND FOR OTHER PURPOSES

**WHEREAS**, the City Council of the City of Benton has determined that Ordinance 66 of 2013 should be amended with a new addition to Section 3.3 – Application for Certificate of Preliminary Plat Approval and Section 3.7 – Approval of the Final Plat as contained in Exhibit “A” and Exhibit “B” to the ordinance; and

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

**SECTION 1.** Section 3.3 – Application for Certificate of Preliminary Plat Approval and Section 3.7 – Approval of the Final Plat as stated in Exhibit “A” and Exhibit “B” to the ordinance is amended to read as follows, to-wit:

#### 3.3 Application for Certificate of Preliminary Plat Approval

Any development in which preliminary plat approval has been given and construction has started prior to the effective date of these regulations will be subject to Ordinance 6 of 1998.

(Minor subdivisions are exempt from this section)

Whenever any subdivision of a tract of land is proposed to be made, the subdivider shall first submit to the Staff an application for a Certificate of Preliminary Plat Approval which shall consist of the following procedural requirements:

- a) A letter of request stating the name, address, email and phone number of the developer and his/ her engineer' s name, address, email, and phone number. If the developer intends for the engineer to manage all details of the subdivision, and does not wish to be notified of all decisions regarding the subdivision, he/ she must sign a release to that effect. See **Exhibit 2**.
- b) Eleven copies of the preliminary plat, plans and data as specified in **Exhibit 3** concerning existing conditions within the site and its vicinity and which shall convey the intentions of the subdividers as to the proposed layout and type of development.
- c) Plat certificates as specified in Exhibit 4.
- d) A filing fee as specified in Section 6 of the subdivision rules and regulations or by the most current fee ordinance.
- e) Notice to adjoining and other affected property owners by the posting of a sign in a conspicuous place and the placing of a legal notice in a newspaper authorized

to publish such notices at least 30 days prior to acting on the Preliminary Plat. The sign and notice shall read as follows:

"This property proposed for subdivision or large-scale development. Preliminary plat will be considered at the Planning Commission Meeting on \_\_\_\_\_. For information, call [developer's phone number]."

The Commission may, prior to acting on a Preliminary Plat, hold a hearing thereon at such time and upon such notice as the Commission may designate.

The deadline for submission for preliminary plat approval is 30 days prior to the regularly scheduled Planning Commission meeting and may be changed as necessary by the Community Development Department.

### 3.7 Approval of the Final Plat

Whenever a Final Plat has been submitted to the Planning Commission that is in conformance with an approved Preliminary Plat and the provisions of Section 3.6, the Planning Commission shall consider and take action on the plat.

City Staff and Benton Utilities staff shall review the Final Plat for correctness. The developer may be charged an additional review fee if the plat is found to be in substantial error.

Before Final Plat Approval is given, electronic and hard copy as-builts of the streets, drainage and utilities shall be provided by a Registered Professional Engineer to the Community Development Department and Benton Utilities in quantities specified by the Community Development Department. For multi-phase projects, as-builts shall be provided for each phase, and shall include an update of all previous phases.

Application for Final Plat Approval shall be filed with the Community Development Department at least 30 calendar days prior to the regular meeting date of the Planning Commission in order to be considered at said meeting. The Planning Commission will not take action on any applications received less than 30 calendar days before its meeting. Staff will provide notice of deficiencies if any, to the developer or his/her designated agent no less than 21 calendar days prior to the Planning Commission meeting. Staff will need a minimum of 7 calendar days to review corrections. Deficiencies shall be corrected no later than 7 calendar days prior to the Planning Commission meeting.

Prior to Final Plat Approval, sewer lines will be inspected by video in accordance

with Ordinance 5 of 2008.

Any applicant contesting notice of alleged deficiencies may be placed on the Planning Commission agenda.

Failure of the Planning Commission to act within 60 days from receipt of the application shall be deemed approval of the Final Plat and waives all further plat requirements of these rules and regulations. (5)

If the Final Plat is disapproved, the applicant shall be so notified in writing and the reasons therefore shall be enumerated.

The Chair of the Planning Commission shall sign the final plat once approval is given by the Planning Commission. If the plat is approved by the Planning Commission with conditions, the plat will not be signed until such conditions are satisfied. The Planning Commission may develop a protocol by which City Staff, in prescribed situations, may execute a Certificate of Final Plat approval.

The Community Development Department should be notified in writing of any changes in ownership (with contact information) after final plat approval is given.

PASSED AND APPROVED this \_\_\_\_\_ day of March, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

### 3.3 Application for Certificate of Preliminary Plat Approval.

Any development in which preliminary plat approval has been given and construction has started prior to the effective date of these regulations will be subject to Ordinance 6 of 1998.

(Minor subdivisions are exempt from this section)

Whenever any subdivision of a tract of land is proposed to be made, the subdivider shall first submit to the Staff an application for a Certificate of Preliminary Plat Approval which shall consist of the following procedural requirements:

- (a) A letter of request stating the name, address, email and phone number of the developer and his/her engineer's name, address, email, and phone number. If the developer intends for the engineer to manage all details of the subdivision, and does not wish to be notified of all decisions regarding the subdivision, he/she must sign a release to that effect. **See Exhibit 2.**
- (b) Eleven copies of the preliminary plat, plans and data as specified in **Exhibit 3** concerning existing conditions within the site and its vicinity and which shall convey the intentions of the subdividers as to the proposed layout and type of development.
- (c) Plat certificates as specified in Exhibit 4.
- (d) A filing fee as specified in Section 6 of the subdivision rules and regulations or by the most current fee ordinance.
- (e) Notice to adjoining and other affected property owners by the posting of a sign in a conspicuous place and the placing of a legal notice in a newspaper authorized to publish such notices at least 20 30 days prior to acting on the Preliminary Plat. The sign and notice shall read as follows:

"This property proposed for subdivision or large-scale development. Preliminary plat will be considered at the Planning Commission Meeting on \_\_\_\_\_. For information, call [developer's phone number]."

The Commission may, prior to acting on a Preliminary Plat, hold a hearing thereon at such time and upon such notice as the Commission may designate.

The deadline for submission for preliminary plat approval is 30 days prior to the regularly scheduled Planning Commission meeting and may be changed as necessary by the Community Development Department.

The Community Development Department should be notified in writing of any changes in ownership (with contact information) after final plat approval is given.



### 3.7 Approval of the Final Plat

Whenever a Final Plat has been submitted to the Planning Commission that is in conformance with an approved Preliminary Plat and the provisions of Section 3.6, the Planning Commission shall consider and take action on the plat.

City Staff and Benton Utilities staff shall review the Final Plat for correctness. The developer may be charged an additional review fee if the plat is found to be in substantial error.

Before Final Plat Approval is given, electronic and hard copy as-builts of the streets, drainage and utilities shall be provided by a Registered Professional Engineer to the Community Development Department and Benton Utilities in quantities specified by the Community Development Department. For multi-phase projects, as-builts shall be provided for each phase, and shall include an update of all previous phases.

Application for Final Plat Approval shall be filed with the Community Development Department at least ~~20~~ 30 calendar days prior to the regular meeting date of the Planning Commission in order to be considered at said meeting. The Planning Commission will not take action on any applications received less than ~~20 working~~ 30 calendar days before its meeting. Staff will provide notice of deficiencies if any, to the developer or his/her designated agent no less than ~~40~~ 21 calendar days prior to the Planning Commission meeting. Staff will need a minimum of ~~5~~ 7 calendar days to review corrections. Deficiencies shall be corrected by ~~8:00 a.m. on the business day~~ no later than 7 calendar days prior to the Planning Commission meeting.

Prior to Final Plat Approval, sewer lines will be inspected by video in accordance with Ordinance 5 of 2008.

Any applicant contesting notice of alleged deficiencies may be placed on the Planning Commission agenda.

Failure of the Planning Commission to act within 60 days from receipt of the application shall be deemed approval of the Final Plat and waives all further plat requirements of these rules and regulation. (5)

If the Final Plat is disapproved, the applicant shall be so notified in writing and the reason therefore shall be enumerated.

The Chair of the Planning Commission shall sign the final plat once approval is given by the Planning Commission. If the plat is approved by the Planning Commission with conditions, the plat will not be signed until such conditions are satisfied. The Planning Commission may develop a protocol by which City Staff, in prescribed situations, may execute a Certificate of Final Plat approval.

## **ORDINANCE NO. 13 OF 2021**

### **AN ORDINANCE AMENDING THE CITY OF BENTON ZONING ORDINANCE TO CLASSIFY DETACHED SINGLE FAMILY RESIDENTIAL IN THE TOWN CENTER-2 (TC-2) ZONE AS ALLOWED BY RIGHT; AND FOR OTHER PURPOSES**

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

**WHEREAS**, the Benton Planning and Zoning Commission has recommended changing the Benton Zoning Regulations to provide that detached single family residential in the Town Center-2 (TC2) zone shall be allowed by right, presently it is not permitted within the zone; and

**WHEREAS**, the Planning and Zoning Commission of the City of Benton, Arkansas conducted a duly advertised public hearing and a special meeting at 5:30 pm on March 2, 2021, concerning the proposed amendment, subsequent to 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 14 of 2017 is hereby amended so that detached single family residential shall be a permissive use for all parcels zoned as Town Center 2 ("TC- 2").

#### **Section 2. Codification**

The City of Benton City Council does hereby direct the Planning and Community Development Director to codify and organize this adopted section with the Zoning Code in a proper manner.

#### **Section 3. 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 4. 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 March 2021.

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Mayor Tom Farmer

ATTEST:

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Cindy Stracener, City Clerk

**RESOLUTION NO. 41 OF 2021**

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID  
FOR WESTBROOK CREEK DRAINAGE IMPROVEMENTS  
FROM GRANT GARRETT EXCAVATING IN THE AMOUNT OF  
\$259,971.62; AND FOR OTHER PURPOSES**

**WHEREAS**, after having advertised for bids for the construction of Westbrook Creek Drainage Improvements, the City Council of the City of Benton, Arkansas, has determined that the bid submitted by Grant Garrett Excavating is the lowest acceptable bid for this construction project and that the City should award the contract to this lowest acceptable bidder.

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

**SECTION 1.** The bid by Grant Garrett Excavating in the amount of \$259,971.62 is the lowest acceptable bid and said bid should be accepted and awarded to Grant Garrett Excavating for the Westbrook Creek Drainage Improvements. The bids are attached hereto as Exhibit 1 to this Resolution.

**SECTION 2.** On behalf of the City of Benton, the Mayor is authorized to execute a contract for construction of drainage improvements in Westbrook Creek with the successful bidder and to execute such other documents as may be necessary and convenient to accomplish this purpose. The Mayor is likewise authorized on behalf of the City to pay Grant Garrett Excavating those sums that become due and payable over the course of contract term.

PASSED AND APPROVED this the \_\_\_\_\_ day of March, 2021.

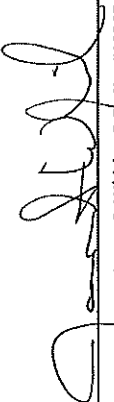
\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



CERTIFIED BID TAB (PAGE 1 OF 2)

PROJECT: 20-5832 Westbrook Creek Drainage Improvements  
BID LOCATION: McClelland Consulting Engineers, Inc., 7302 Kanis Rd, Little Rock, AR 72204  
BID TIME AND DATE: 2:00 PM, March 3, 2021

Certified by:   
James S. Whisker P.E., No. #10307

CONTRACTORS NAME			Redstone Construction Group, Inc.			Township Builders, Inc.			Burkhalter Technologies, Inc.		
CONTRACTORS LICENSE NO.			0079370421			0039640621			0134230420		
Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Site Preparation	LS	1	\$2,276.57	\$2,276.57	\$71,000.00	\$71,000.00	\$65,000.00	\$65,000.00	\$102,000.00	\$102,000.00
2	Clearing	STA	4	\$464.04	\$1,856.16	\$4,300.00	\$17,200.00	\$1,600.00	\$6,400.00	\$4,300.00	\$17,200.00
3	Grubbing	STA	4	\$232.02	\$928.08	\$3,300.00	\$13,200.00	\$800.00	\$3,200.00	\$1,000.00	\$4,000.00
4	Relocate Existing Wooden Fence	LF	52	\$17.07	\$887.64	\$28.75	\$1,495.00	\$28.00	\$1,456.00	\$30.00	\$1,560.00
5	Remove and Dispose of Box Culverts	EA	2	\$4,885.86	\$9,771.72	\$2,500.00	\$5,000.00	\$14,000.00	\$28,000.00	\$9,200.00	\$18,400.00
6	Remove and Dispose of Concrete Flume	EA	2	\$195.59	\$391.18	\$480.00	\$960.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
7	Remove and Dispose of Concrete Retaining Walls	LF	12	\$13.28	\$159.36	\$80.00	\$960.00	\$20.00	\$240.00	\$250.00	\$3,000.00
8	Remove and Dispose of Fencing	LF	20	\$4.89	\$97.80	\$20.00	\$400.00	\$5.00	\$100.00	\$15.00	\$300.00
9	Remove and Dispose of Headwalls	EA	5	\$337.88	\$1,689.40	\$591.00	\$2,955.00	\$750.00	\$3,750.00	\$500.00	\$2,500.00
10	Remove and Dispose of Wingwalls	EA	10	\$241.25	\$2,412.50	\$591.00	\$5,910.00	\$750.00	\$7,500.00	\$400.00	\$4,000.00
11	Unclassified Excavation (Plan Quantity)	CY	390	\$8.26	\$3,221.40	\$38.50	\$15,015.00	\$20.00	\$7,800.00	\$30.00	\$11,700.00
12	Compacted Embankment (Plan Quantity)	CY	345	\$1.84	\$634.80	\$42.00	\$14,490.00	\$30.00	\$10,350.00	\$23.00	\$7,935.00
13	Cold Milling Asphalt Pavement	SY	355	\$6.17	\$2,190.35	\$25.00	\$8,875.00	\$30.00	\$10,650.00	\$25.00	\$8,875.00
14	P.C. Concrete Base - 6"	SY	32	\$46.12	\$1,475.84	\$81.00	\$2,592.00	\$45.00	\$1,440.00	\$62.00	\$1,984.00
15	3" ACHM Surface Course	TON	55	\$162.15	\$8,918.25	\$225.00	\$12,375.00	\$200.00	\$11,000.00	\$160.00	\$8,800.00
16	ACHM Patch Existing Roadway 3"	TON	6	\$162.15	\$972.90	\$400.00	\$2,400.00	\$700.00	\$4,200.00	\$175.00	\$1,050.00
17	Guardrail (Type A)	LF	50	\$78.28	\$3,914.00	\$80.50	\$4,025.00	\$85.00	\$4,250.00	\$175.00	\$8,750.00
18	4' Curb Inlet (Type MD)	EA	1	\$2,588.97	\$2,588.97	\$4,600.00	\$4,600.00	\$4,000.00	\$4,000.00	\$4,053.00	\$4,053.00
19	4' Curb Inlet (Type C)	EA	2	\$2,232.90	\$4,465.80	\$5,500.00	\$11,000.00	\$5,500.00	\$11,000.00	\$4,634.00	\$9,268.00
20	Wing Extensions (4')	EA	6	\$569.14	\$3,414.84	\$1,138.00	\$6,828.00	\$900.00	\$5,400.00	\$900.00	\$5,400.00
21	5' Concrete Sidewalks	SY	115	\$41.47	\$4,769.05	\$75.00	\$8,625.00	\$45.00	\$5,175.00	\$37.00	\$6,555.00
22	Concrete Curb and Gutter (Type A) (1'-6")	LF	180	\$22.06	\$3,970.80	\$33.50	\$6,030.00	\$27.00	\$4,860.00	\$21.00	\$3,780.00
23	Selected Bedding for Culvert (B-Stone)	CY	25	\$32.33	\$808.25	\$110.00	\$2,750.00	\$50.00	\$1,250.00	\$50.00	\$1,250.00

**CERTIFIED BID TAB (PAGE 2 OF 2)**

	24	Aggregate Base Course (Class 7)	TON	250	\$21.40	\$5,350.00	\$45.50	\$11,375.00	\$45.00	\$11,250.00	\$35.00	\$8,750.00
25	Concrete Flume	EA	1	\$824.19	\$824.19	\$2,110.00	\$2,110.00	\$2,110.00	\$1,750.00	\$1,750.00	\$5,000.00	\$5,000.00
26	Concrete Headwalls (Cast-In-Place)	EA	4	\$2,100.97	\$8,403.88	\$1,800.00	\$7,200.00	\$7,200.00	\$7,000.00	\$28,000.00	\$14,000.00	\$56,000.00
27	Concrete Wingwalls (Cast-In-Place)	EA	8	\$434.50	\$3,476.00	\$5,800.00	\$46,400.00	\$46,400.00	\$9,500.00	\$76,000.00	\$11,000.00	\$88,000.00
28	5'S x 5'R Reinforced Concrete Box Culvert (Precast or cast-in-place)	LF	42	\$718.79	\$30,189.18	\$1,150.00	\$48,300.00	\$48,300.00	\$1,200.00	\$50,400.00	\$868.00	\$36,456.00
29	6'S x 5'R Reinforced Concrete Box Culvert (Precast or cast-in-place)	LF	36	\$722.50	\$26,010.00	\$1,350.00	\$48,600.00	\$48,600.00	\$1,300.00	\$46,800.00	\$970.00	\$34,920.00
30	18" HDPE Pipe	LF	60	\$49.86	\$2,991.60	\$40.00	\$2,400.00	\$2,400.00	\$60.00	\$3,600.00	\$60.00	\$3,600.00
31	Steel Handrailing	LF	40	\$153.76	\$6,150.40	\$148.50	\$5,940.00	\$5,940.00	\$120.00	\$4,800.00	\$150.00	\$6,000.00
32	Dumped Rip Rap	CY	230	\$70.02	\$16,104.60	\$68.00	\$15,640.00	\$15,640.00	\$60.00	\$13,800.00	\$115.00	\$26,450.00
33	Non Woven Geotextile Fabric, Complete	SY	250	\$1.50	\$375.00	\$8.50	\$2,125.00	\$2,125.00	\$2.00	\$500.00	\$10.00	\$2,500.00
34	Rock Ditch Check	CY	20	\$48.35	\$967.00	\$120.00	\$2,400.00	\$2,400.00	\$45.00	\$900.00	\$200.00	\$4,000.00
35	Silt Fencing	LF	180	\$3.07	\$552.60	\$7.00	\$1,260.00	\$1,260.00	\$5.00	\$900.00	\$5.00	\$900.00
36	12" Filter Sock	LF	45	\$5.36	\$241.20	\$30.00	\$1,350.00	\$1,350.00	\$15.00	\$675.00	\$15.00	\$675.00
37	Solid Sodding, Bermuda (Includes Topsoil)	SY	550	\$7.32	\$4,026.00	\$5.75	\$3,162.50	\$3,162.50	\$6.00	\$3,300.00	\$7.00	\$3,850.00
38	8" Ductile Iron Sanitary Sewer Line	LF	20	\$91.42	\$1,828.40	\$210.00	\$4,200.00	\$4,200.00	\$140.00	\$2,800.00	\$415.00	\$8,300.00
39	12" Sanitary Sewer Concrete Anchor Collars	CY	12	\$234.11	\$2,809.32	\$875.00	\$10,500.00	\$10,500.00	\$600.00	\$7,200.00	\$1,385.00	\$16,620.00
40	18" Sanitary Sewer Steel Encasement Pipe	LF	50	\$97.00	\$4,850.00	\$130.00	\$6,500.00	\$6,500.00	\$150.00	\$7,500.00	\$250.00	\$12,500.00
41	12" Sanitary Sewer IPS SDR-26 PVC Pipe	LF	90	\$85.95	\$7,735.50	\$93.50	\$8,415.00	\$8,415.00	\$80.00	\$7,200.00	\$94.00	\$8,460.00
42	6" Water Line Valve	EA	4	\$1,270.24	\$5,080.96	\$2,265.00	\$9,060.00	\$9,060.00	\$1,200.00	\$4,800.00	\$2,600.00	\$10,400.00
43	6" Ductile Iron Water Line	LF	120	\$100.88	\$12,105.60	\$118.00	\$14,160.00	\$14,160.00	\$120.00	\$14,400.00	\$155.00	\$18,600.00
44	12" Water Line Valve	EA	2	\$2,947.54	\$5,895.08	\$4,435.00	\$8,870.00	\$8,870.00	\$2,400.00	\$4,800.00	\$9,536.00	\$19,072.00
45	12" Ductile Iron Water Line	LF	60	\$202.78	\$12,166.80	\$228.00	\$13,680.00	\$13,680.00	\$225.00	\$13,500.00	\$351.00	\$21,060.00
46	Water Line Concrete Anchor Collar	EA	6	\$847.67	\$5,086.02	\$3,300.00	\$19,800.00	\$19,800.00	\$3,600.00	\$21,600.00	\$2,500.00	\$15,000.00
47	Maintenance of Traffic	LS	1	\$8,107.60	\$8,107.60	\$8,900.00	\$8,900.00	\$8,900.00	\$12,500.00	\$12,500.00	\$5,500.00	\$5,500.00
48	Arkansas Code Ann. 22-9-212, Trench and Excavation Safety System	LS	1	\$5,691.43	\$5,691.43	\$1.00	\$1.00	\$1.00	\$6,000.00	\$6,000.00	\$3,000.00	\$3,000.00
49	Miscellaneous (Mobilization, Demobilization, Bonds, Insurance, As-Built Record Drawings, Seeding of Construction Area, and Any Items not Covered Elsewhere to Complete the Project per the Drawings and	LS	1	\$21,137.60	\$21,137.60	\$24,300.00	\$24,300.00	\$24,300.00	\$4,400.00	\$4,400.00	\$12,000.00	\$12,000.00
										\$545,333.50	\$547,396.00	\$660,973.00
										TOTAL AMOUNT BID		
										\$259,971.62		

**ORDINANCE NO. 14 OF 2021**

**AN ORDINANCE TO WAIVE COMPETITIVE BIDDING REQUIREMENTS FOR THE PROCUREMENT OF PROFESSIONAL MARKETING SERVICES FOR THE ADVERTISING AND PROMOTION COMMISSION; AND FOR OTHER PURPOSES**

**WHEREAS**, it has been determined by the Advertising and Promotion Commission of the City of Benton, Arkansas, that it needs to engage appropriate professionals to provide marketing services to promote the City of Benton and its businesses in accordance with its mission;

**WHEREAS**, competitive bidding may not be appropriate when procuring certain professional services and because of that Arkansas Code § 19-11-801 allows for the City Council to waive the competitive bidding requirements when procuring those services; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, wishes to authorize and approve the Advertising and Promotion Commission of the City of Benton to waive the competitive bidding requirements and to engage appropriate professionals to provide marketing services to promote the City of Benton and its businesses in accordance with its mission.

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

**SECTION 1:** In accordance with Arkansas Code § 19-11-801 the requirement of competitive bidding for the engagement of appropriate professionals to provide marketing services to promote the City of Benton and its businesses in accordance with its mission is deemed not feasible or practical and, therefore, is waived.

PASSED AND APPROVED this \_\_\_\_ day of March, 2021.

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Tom Farmer, Mayor

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Cindy Stracener, City Clerk