

RESOLUTION NO. 90 OF 2024

**A RESOLUTION AMENDING THE 2024 BUDGET FOR
NEW CITY HALL EXPENDITURES; AND FOR OTHER
PURPOSES**

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to amend the 2024 City of Benton Budget for expenditures associated with renovating the New City Hall on River Street approved in Resolution No. 110 of 2023. A detailed account by line item is found in Exhibit "1."

**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 FY2024 City of Benton Budget as adopted in Resolution No. 110 of 2023. The budget revisions are attached hereto as Exhibit "1" to this resolution and are more fully described.

PASSED AND APPROVED this the _____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

General Fund
Budget Amendment
FY 2024



The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2024. 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 2024

General Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$22,805,757	\$0	\$22,805,757
Personal Services	\$18,529,666	\$0	\$18,529,666
Supplies, Repair & Mtc	\$969,595	\$0	\$969,595
Other Services and Charges	\$2,197,144	\$0	\$2,197,144
Miscellaneous	\$341,180	\$35,000	\$376,180
Capital Outlay	\$88,500	\$645,000	\$733,500
Transfers	\$670,000	\$0	\$670,000
Total Budget	\$9,672		(\$670,328)

Section 2: Funding & Disbursements – Fiscal Year 2024

General Fund This budget amendment approves the increase line items associated with the Supplies for the purchase of 10 airpicks for the Fire department, using cash on hand from a grant received late December 2023.

Chairs, tables, dollies, & carts for

new Council Chambers	7100.00 Inventory FF&E	\$35,000
Sound system for new Council Chambers	8004.01 Capital FF&E	\$25,000
Access control for new City Hall (exterior & interior)	8004.01 Capital FF&E	\$70,000
Computer networking, firewalls, etc for new City Hall	8004.01 Capital FF&E	\$50,000
Parking lot and lights for new City Hall	8003.00 Capital Non-Building Imp.	\$500,000

RESOLUTION NO. 91 OF 2024

**A RESOLUTION AUTHORIZING THE CITY TO ENTER
INTO A REAL ESTATE LEASE WITH THE ARKANSAS
GAME AND FISH COMMISSION; AND FOR OTHER
PURPOSES**

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to lease 915 East Sevier Street in Benton to the Arkansas Game and Fish Commission for its use; and

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, Arkansas, a Real Estate Lease agreement with the Arkansas Game and Fish Commission. A copy of the contract is attached hereto as Exhibit 1 and incorporated now by reference as if stated word for word.

PASSED AND APPROVED this the _____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



REAL ESTATE LEASE

THIS AGREEMENT, made and entered into between the City of Benton, Arkansas, (hereafter referred to collectively as "Lessor"), and the Arkansas Game and Fish Commission (hereafter referred to as "Lessee").

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto the Lessee, subject to the terms and conditions contained herein, the following property situated at 915 East Sevier Street, Benton, AR 72015 in Saline County,:

TO HAVE AND TO HOLD said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on July 1, 2024 and shall extend for a term of twelve (12) months, ending at midnight on June 30, 2025. Lessee may elect to terminate the lease at any time prior to June 30, 2025, without penalty upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the date of termination, that Lessee intends to elect to terminate the lease and (2) Lessee pays Lessor the rent, pro-rated on a monthly basis, incurred through the date of termination. Additionally, Lessee shall have a right to extend this lease on a month-to-month basis for not more than twelve (12) months upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the expiration of the term of the lease, that Lessee intends to exercise such right to extend the lease and (2) Lessee continues to pay Lessor the same amount of rent, pro-rated on a monthly basis, as agreed between Lessor and Lessee herein.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of **FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00)** per month, due by the tenth (10th) each month hereafter. Lessee may pre-pay all or part of the rent without penalty.

4. Right of First Refusal. If Lessor, during the lease term, or any extension thereof, elects to sell all or any portion of the premises, whether separately or as a part of the larger parcel of which the premises are a part, Lessee shall have a right of first refusal to purchase the premises on such terms and conditions as may then be negotiated between Lessor and Lessee. If Lessor has been presented with a bona fide offer of sale from an unaffiliated third party ("third party offer"), Lessor shall be entitled to purchase the premises on the same terms and conditions as the third party offer. If within ninety (90) days after written notice of such third party offer, Lessee does not agree to purchase the premises on terms and conditions at least as favorable to Lessor as the third party offer, Lessor may sell the premises or any portion thereof to such third person in accordance with the terms and conditions of the third party offer.

5. Signs. Lessee shall not erect or install any exterior signs or advertising without first consulting with and obtaining the approval of the Lessor, such approval not to be unreasonably withheld. Lessee agrees that it will not, without first consulting with and obtaining the approval of the Lessor, utilize any form of advertising disruptive to the surrounding area and the general public, including but not limited to, loudspeakers, phonograph or related electronic equipment, radios, compact discs, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

6. Maintenance and Repairs. Lessor shall be responsible for reasonable maintenance and repair of the premises. Lessee shall contact Lessor in the event any repairs to the premises are required. Lessor shall be responsible for all plumbing, heating, and air conditioning repairs, provided that such repairs are not occasioned by the act, neglect or omission of Lessee or its agents or invitees. Lessee shall maintain the premises in good order at all times and shall return

the premises in the same condition as existed at the commencement of this lease, reasonable wear and tear excepted. Lessee shall be solely responsible for the construction, maintenance and repair of any improvements made by Lessee to the premises. Lessee shall be the owner of such improvements during the pendency of the lease. Lessee covenants that any improvements to the property will be constructed maintained and repaired consistent with the Lessor's ordinances rules and regulations. All improvements shall become the property of the Lessor at the expiration of this lease (as such lease term may be extended or modified from time to time) or upon final termination of the lease. Personal property that can be removed from the premises without material damage to the premises shall remain the property of Lessee and may be removed by Lessee upon termination or expiration of this lease. Nothing herein precludes the combination of Lessee's and Lessor's resources to affect a repair to the property if deemed necessary and appropriate by both parties to this lease agreement.

7. Taxes. The premises are currently improved and have been assessed for real property or other taxes. It is anticipated that the use of the property by Lessee will not result in the property being subject to taxes of any nature. Lessor agrees that it will join with Lessee in opposing any tax assessments levied against the leased premises so long as the premises shall be used only for public purposes.

8. Use. Lessee agrees to use the leased premises for the purpose of operating a field office, which may include administrative offices, meeting room, classroom facilities, vehicle parking and other uses associated with a field office open to the public, but for no other purpose or use unless the written consent of the Lessor has been obtained in advance to the different purpose or use.

9. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor.

10. Lessee's Default. If Lessee defaults in the payment of the rent for a period of ninety (90) days or longer, or as to any covenant herein provided for a period of ninety (90) days or longer after receipt of written notice from Lessor specifying such default, or the Lessee fails to take possession of the leased premises within a reasonable time after commencement of the lease, or should the Lessee abandon the premises or cease operation of the regional office, then Lessor shall have the right to reenter the leased premises and take possession of same and all improvements thereon, and this lease shall terminate. Lessee agrees that in such event it will vacate the leased premises promptly.

11. Non-Waiver. It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. Holdover. Lessee agrees that it will peaceably deliver possession of the leased premises to Lessor upon expiration or earlier termination of the lease. In the event it should become necessary for Lessor to institute any action at law or in equity to recover possession of the leased premises from Lessee at the time of expiration or earlier termination, Lessee agrees that it will pay Lessor's reasonable court costs.

13. Compliance with Laws. Lessee shall conduct its activities and operations on the leased premises in compliance with applicable regulations, rules and laws of any governmental authority with jurisdiction over the leased premises. Provided, however, that Lessor shall adopt no ordinance, regulation or resolution imposing specific conditions on Lessee's operation on the leased premises that are more stringent than generally applicable throughout the City of Benton or Saline County.

14. Trash. Lessee agrees to provide receptacles for the disposal of trash, litter, refuse and debris, and will employ reasonable clean-up measures to keep the leased premises free from same.

15. Utilities. Lessee agrees to be responsible for all electrical and water services, including usage, for the regional office for the duration of this lease.

16. Title and Quite Enjoyment. Lessor covenants and warrants that it is the legal owner of the leased premises and may lease said premises as herein provided. Upon payment by the Lessee of the rents herein provided and upon the observance and performance of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance of interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject to the terms and conditions of this lease. Lessee may restrict access to the leased premises by such means as necessary to operation of the nature center and security of the improvements and Lessee's personnel on the property.

17. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor and assigns.

18. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; nor store or permit to be stored thereon or therein any explosives which would increase the fire hazard; and not to operate or cause to be operated, or allow to exist thereon or therein, any public or private nuisance.

19. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph is invalid or unenforceable for any reason, all remaining paragraphs will remain in full force and effect.

20. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

21. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses designated in writing by the parties).

LESSEE:

To: Arkansas Game and Fish Commission
Attention: Director
#2 Natural Resources Drive
Little Rock, Arkansas 72205

And copy to: Arkansas Game and Fish Commission
Attention: Eric Brinkman
Benton Field Office
915 East Sevier
Benton, AR 72015

LESSOR:

To: City of Benton
Attention: Mayor Tom Farmer
114 South East Street
Benton, Arkansas 72015

22. Multiple Originals. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Complete Agreement. This lease agreement constitutes the complete agreement of the parties and supersedes all prior agreements, contracts and understandings between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto set their hands and seals on the date found next to their respective signatures.

CITY OF BENTON

BY: _____
Tom Farmer, MAYOR

DATE: _____

ATTEST: _____
Cindy Stracener, CITY CLERK

ARKANSAS GAME AND FISH COMMISSION

BY: _____
Austin Booth, DIRECTOR

DATE: _____

ACKNOWLEDGMENT

**STATE OF ARKANSAS
COUNTY OF SALINE:**

ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Tom Farmer and Cindy Stracener, known to me as the Mayor and City Clerk of the City of Benton, Arkansas, respectively, who stated that they had executed the foregoing Real Estate Lease in their official capacities for the purposes and consideration therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

ACKNOWLEDGMENT

**STATE OF ARKANSAS
COUNTY OF PULASKI:**

ON THIS DAY appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Austin Booth, known to me as the Director of the Arkansas Game and Fish Commission, who stated that he had executed the foregoing Real Estate Lease in his official capacity for the purposes and consideration therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 2024.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

RESOLUTION NO. 92 OF 2024

**A RESOLUTION AMENDING THE 2024 BUDGET TO
RECOGNIZE THE MIDYEAR SHIFT OF LINE ITEMS; AND
FOR OTHER PURPOSES**

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to amend the 2024 City of Benton Budget to shift line items appropriated within the 2024 budget approved in Resolution No. 110 of 2023. A detailed account of the fund is found in Exhibit "1."

**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 FY2024 City of Benton Budget as adopted in Resolution No. 110 of 2023. The budget revisions are attached hereto as Exhibit "1" to this resolution and are more fully described.

PASSED AND APPROVED this the _____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

**City of Benton - 2024
True-Up Budget Amendment Resolution**

	2024 Appropriated Budget	Proposed adjustments	Difference	
Mayor & Elected Officials				
5010.00 Worker's Comp	\$236.00	\$376.00	\$140.00	
7002.00 Management Consulting	\$9,000.00	\$500.00	(\$8,500.00)	cancellation of Nixle contract
7094.00 Other Miscellaneous	\$92,640.00	\$76,000.00	(\$16,640.00)	savings from Legal Defense invoice
Total Mayor & Elected Officials			(\$25,000.00)	
Marketing				
7003.00 Computer Services	\$16,500.00	\$18,000.00	\$1,500.00	
7006.04 Economic Development Promo	\$15,000.00	\$9,000.00	(\$6,000.00)	
7040.01 Advertising	\$8,000.00	\$34,040.00	\$26,040.00	increased push in advertising
7040.02 Public Relations	\$5,000.00	\$0.00	(\$5,000.00)	
7100.00 Inventory - FF&E	\$0.00	\$2,225.00	\$2,225.00	microphone system for events
8004.01 Furniture & Fixtures	\$5,000.00	\$11,235.00	\$6,235.00	Christmas tree addition
Total Marketing			\$25,000.00	
City Clerk				
4800.00 Local Alcohol Taxes	(\$230,000.00)	(\$234,705.00)	(\$4,705.00)	increase revenue
5009.00 Health Insurance	\$0.00	\$10,200.00	\$10,200.00	employee not initially budgeted
5010.00 Worker's Comp	\$55.00	\$60.00	\$5.00	
8004.01 Furniture/ Fixtures Capital Outlay	\$2,500.00	\$0.00	(\$2,500.00)	New City Hall will have a safe
8004.03 Computer Equipment Capital Outlay	\$3,000.00	\$0.00	(\$3,000.00)	will budget next year
Total City Clerk			\$0.00	
Administrative Services				
5001.01 Full Time-Exempt	\$393,131.00	\$333,131.00	(\$60,000.00)	HR Attorney moved to Prof Service
5012.01 Separation Payout	\$0.00	\$160.00	\$160.00	retirement
5012.03 Retirement Payout	\$0.00	\$1,630.00	\$1,630.00	retirement
7006.00 Other Professional Services	\$3,000.00	\$62,210.00	\$59,210.00	HR Attorney moved from FT Exem
				Janitorial service for new
7006.01 Janitorial Services	\$50,000.00	\$64,000.00	\$14,000.00	locations (AC, PD)
7020.00 Telephone Services	\$60,000.00	\$50,000.00	(\$10,000.00)	renegotiation contract for savings
8004.03 Computer Equip Capital Outlay	\$25,000.00	\$20,000.00	(\$5,000.00)	
Total Administrative Services			\$0.00	
Legal				
Total Legal			\$0.00	
Community Development				
5001.01 Full Time-Exempt	\$224,574.75	\$175,539.75	(\$49,035.00)	savings from Engineer vacancy
5012.03 Retirement Payout	\$0.00	\$3,035.00	\$3,035.00	retirement
7004.00 Engineering Services	\$35,000.00	\$75,000.00	\$40,000.00	Engineering for New City Hall
8004.01 Furniture & Fixtures	\$0.00	\$6,000.00	\$6,000.00	final payment for Cameras
Total Community Development			\$0.00	

	2024 Appropriated Budget	Proposed adjustments	Difference	
Police				
5001.02 Full Time-Non-Exempt	\$5,281,260.81	\$5,259,885.99	(\$21,374.82)	vacancies within the dept
5010.00 Worker's Comp	\$60,614.00	\$62,015.00	\$1,401.00	
5012.01 Separation Payout	\$0.00	\$11,500.00	\$11,500.00	employees payout
6024.00 Equip Maint/ Service Repairs	\$4,000.00	\$4,500.00	\$500.00	
7005.00 Legal Services	0.00	\$1,300.00	\$1,300.00	Legal fees
7006.01 Janitorial Services	\$0.00	\$2,600.00	\$2,600.00	new janitorial contract
7095.01 Training & Education	\$3,000.00	\$6,050.00	\$3,050.00	
7100.00 Inventory - Furniture & Fixtures	\$0.00	\$1,023.82	\$1,023.82	computer parts
Total Police			(\$0.00)	
Communications-911				
Total Communications 911			\$0.00	
Fire				
5001.02 Non-exempt	4,578,265.55	4,541,155.55	(\$37,110.00)	
5012.01 Separation Payout	\$0.00	\$1,000.00	\$1,000.00	Employee leave payout
5012.02 Retirement Sick Payout	\$0.00	\$20,500.00	\$20,500.00	Unplanned retirement
5012.03 Retirement Vacation Payout	\$0.00	\$3,500.00	\$3,500.00	Unplanned retirement
6005.01 Chemicals	0.00	\$10.00	\$10.00	
6020.00 Facility Maintenance Repairs	5,000.00	\$6,000.00	\$1,000.00	
7003.00 Computer Services	27,500.00	\$35,000.00	\$7,500.00	
7100.00 Inventory - FF&E	0.00	\$3,600.00	\$3,600.00	
Total Fire			\$0.00	
Total General Fund			(\$0.00)	

	2024 Appropriated Budget	Proposed adjustments	Difference	
Street				
5001.02 Non-exempt	\$738,763.13	\$677,208.13	(\$61,555.00)	vacancies for the year
6005.01 Chemicals	\$8,000.00	\$25,000.00	\$17,000.00	salt purchase for winter
6027.00 Gravel, Dirt, & Sand	\$40,000.00	\$65,000.00	\$25,000.00	sand purchase for winter
7003.00 Computer Services	\$2,400.00	\$11,600.00	\$9,200.00	
7006.01 Janitorial Services	\$8,000.00	\$11,000.00	\$3,000.00	new janitorial contract
7020.00 Telephone Services	\$1,500.00	\$2,500.00	\$1,000.00	
7040.02 Public Relations	\$0.00	\$5.00	\$5.00	
7094.00 Other Miscellaneous	\$1,500.00	\$7,800.00	\$6,300.00	
7094.01 Other - Bank Fees	\$100.00	\$150.00	\$50.00	
Total Street			\$0.00	
Street Improvement				
Total Street Improvement			\$0.00	
Stormwater				
8003.00 Non-Building Improvements	\$1,350,000.00	\$1,340,000.00	(\$10,000.00)	
8004.02 Misc Equipment Capital	\$20,000.00	\$30,000.00	\$10,000.00	snowplow
Total Stormwater			\$0.00	

	2024 Appropriated Budget	Proposed adjustments	Difference	
Animal Control				
5001.02 Full Time-Non-Exempt	\$299,051.70	\$293,859.70	(\$5,192.00)	
5005.01 Overtime	\$2,125.00	\$5,500.00	\$3,375.00	employee out on FMLA
5005.10 On Call	\$1,417.00	\$5,500.00	\$4,083.00	employee out on FMLA
5010.00 Worker's Comp	\$1,976.00	\$1,985.00	\$9.00	
5012.02 Retirement Payout	\$0.00	\$1,750.00	\$1,750.00	
5012.03 Retirement Payout	\$0.00	\$425.00	\$425.00	
6020.00 Facility Mtc & Repair	\$2,000.00	\$3,000.00	\$1,000.00	
6023.01 Vehicle Repairs & Mtc	\$10,000.00	\$13,000.00	\$3,000.00	
7006.07 Vet Services	\$17,000.00	\$19,200.00	\$2,200.00	
7022.00 Cell Phone Services	\$7,400.00	\$6,400.00	(\$1,000.00)	savings from employee absence
7090.00 Dues & Subscriptions	\$2,800.00	\$1,650.00	(\$1,150.00)	
7092.00 Travel & Meetings	\$3,000.00	\$4,000.00	\$1,000.00	
7095.01 Training & Education	\$2,000.00	\$0.00	(\$2,000.00)	
8004.02 Misc Equipment Capital	\$3,500.00	\$0.00	(\$3,500.00)	vet tech equipment, will budget next year
8004.03 Computer Equipment Capital Outlay	\$4,000.00	\$0.00	(\$4,000.00)	computers, will budget next year
Total Animal Control			\$0.00	
Public Safety-Police				
Total Public Safety-Police			\$0.00	
Public Safety-Fire				
Total Public Safety-Fire			\$0.00	

	2024 Appropriated Budget	Proposed adjustments	Difference
Parks GO			
5012.01 Separation Payout - Vacation	\$0.00	\$565.00	\$565.00
7094.01 Other-Bank Fees	\$90,000.00	\$89,435.00	(\$565.00)
Total Parks GO			\$0.00
Parks .25 Cent O&M			
6001.03 Computer Supplies	\$500.00	\$1,000.00	\$500.00
7095.01 Training & Education	\$2,000.00	\$1,500.00	(\$500.00)
Total Parks .25 Cent O&M			\$0.00
Parks .50 Cent Riverside Park			
7002.00 Management Consultant	\$7,000.00	\$8,000.00	\$1,000.00
7023.00 Internet	\$5,000.00	\$8,500.00	\$3,500.00
7040.02 Public Relations	\$2,500.00	\$9,000.00	\$6,500.00
7063.00 Wastewater	\$24,450.00	\$18,950.00	(\$5,500.00)
8005.00 Vehicles Capital Outlay	\$48,000.00	\$42,500.00	(\$5,500.00)
Total Parks .50 Cent Riverside Park			\$0.00

RESOLUTION NO. 93 OF 2024

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

WHEREAS, the City of Benton, Arkansas, has determined that it is in the best interest of the City to enter into a one (1) year agreement with Harrison Energy Partners to provide preventative maintenance services at the rates outlined in Exhibit "1;" and

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

NOW, THEREFORE, BE IT RESOLVED 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 for providing HVAC preventative maintenance, which is consistent with the terms contained in Exhibit "1." The contract can be renewed for three, one-year contract extensions. The services herein will be re-bid in 2028.

PASSED AND APPROVED this the ____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

HEP Agreement Renewal

Company

Harrison Energy Partners
1501 Westpark Dr., Ste. 9
Little Rock, AR 72204
Ph: 501-644-4544
Email: MFlowers@harrisonenergy.com

Renewal Date: 8/1/2024**Renewal Amount: \$16,333.00****Original Proposal #: SA00632****Agreement #:****Select Labor Only Program****Bill To Identity**

Benton Riverside
1800 Citizens Drive
Benton, AR 72015
Adam Nelsen

Agreement Location

Benton Riverside
1800 Citizens Drive
Benton, AR 72015
Adam Nelsen

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 not 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.

Parts are not covered under this agreement and will be billed separately.

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: 15% discount off current published rate per hour straight time.

Assets							
Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	BAS System				1 Main controller		
1	PoolPak	PoolPak	MPK0090SEP-75E-DMM-R410A	MPK160901	75 Ton		

Intelligent Services Schedule

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

Upon execution as provided below, this agreement shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that they have authority to enter into this Agreement. Terms & Conditions continue per the original agreement.

Harrison Energy Partners (Company)

Customer

Signature (Authorized Representative)

Michael Flowers

Name (Print/ Type)

501-644-4544

Phone

Date

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#

ORDINANCE NO. 33 OF 2024

AN ORDINANCE ADOPTING A TRAVEL POLICY FOR CITY OF BENTON EMPLOYEES; AND, FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it is in the best interest of the City to adopt a travel policy for the City of Benton employees.

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

SECTION 1: The City Council does hereby adopt the Travel Policy attached hereto as Exhibit "1" and incorporated now by reference as if stated word for word for use by the employees of the City.

PASSED AND APPROVED this the _____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



The City of Benton, Arkansas

Travel Policies

Administrative Services

Travel Policies

Policy 1 - Responsibility and Accountability for Travel Authorizations and Disbursement Finance

It shall be the responsibility of the department head/supervisor to ensure originals of all supporting documents and required receipts for expenses incurred in connection with the travel authorizations and disbursements for persons traveling on behalf of the City of Benton are submitted with each reimbursement.

There will be no reimbursement for meals unless an overnight stay is required. Under no circumstances should the maximum daily federal per diem rates be exceeded. A copy of the conference or meeting agenda must accompany the reimbursement.

Policy 2 – Standard Reimbursements for City of Benton Employees and Elected Officials

Officials and employees may be paid travel expenses when required to travel away from their "official station" on City of Benton business. "Official station" is the geographic location of "address" where the employee normally reports for duty and/or spends the majority of his/her productive time and must be designated as such in writing by the employer.

All employee travel reimbursement claims (see Appendix A) must be completed for payment to the individual traveler. One employee may not include on his/her travel payment request the expenses of another employee. City of Benton vehicles, if available, must be used for travel. If a City vehicle is not available, then the traveler may use their personal vehicle and submit mileage. (See section on privately owned vehicle) Under no circumstances should the maximum daily federal rates for meals be exceeded.

Reimbursement rates within the continental United States are found in the Federal Travel Directory on the U.S. General Services Administration (GSA) website: <https://www.gsa.gov/travel-resources>

Limits for Meals and Lodging

Please note that travel reimbursement is NOT a per diem and is to be claimed for **ACTUAL EXPENSES FOR MEALS AND LODGING NOT TO EXCEED THE MAXIMUM ALLOWABLE RATES AS LISTED IN THE FEDERAL TRAVEL DIRECTORY PLUS APPLICABLE SALES TAX.** The sales tax rate must be stated on the travel reimbursement forms or equivalent for lodging. The maximum allowance for meals **INCLUDES** taxes and up to 15% tip reimbursement. Lodging rates per the Federal Travel Directory **EXCLUDE** room tax and should be exceeded only by the room tax amount unless special authorization is given in writing by the Finance department. There will be no reimbursement for meals unless an overnight stay is required.

Meals

Meal reimbursement is allowed only in connection with overnight travel. The maximum full day meal allowance, including sales tax and up to 15% gratuities, can't exceed the federal reimbursement rate depending on the destination location.

PLEASE NOTE: The "IE" allowances as stated in Federal Travel Directory are for incidentals. Incidentals are specifically defined and provided for and must be listed separately and explained on the Travel Reimbursement Request form.

The traveler is only eligible for 75% of the daily allowance for meals on the first and last day of travel. If travel covers a two-day period, then meal reimbursement is up to 75% of the daily allowance for each day. For partial days, meals charged must be in proportion to the time in travel status and may not exceed the maximum for applicable meal(s) stated in the Federal Travel Directory for the destination location(s). See the Federal Travel Directory at: <https://www.gsa.gov/travel-resources> Only actual expenses incurred are eligible for reimbursement. All original detailed receipts must be submitted as documentation along with the Travel Reimbursement Request form.

Meals Included in Conference Registration

Meal reimbursement requests must be reduced for meals provided as part of the conference registration by deducting the appropriate amount as shown under Meal and Incidental Expenses (M&IE) breakdown at <https://www.gsa.gov/travel-resources>. A copy of the conference agenda must be included in the documentation provided for reimbursement.

Meals Associated with Other Lodging Types

Travelers utilizing a rental obtained through an online marketplace for nontraditional short-term lodging or recreational vehicle are allowed to purchase food to be prepared on site provided the cost of the food, when divided among the number of travelers, does not exceed the maximum meal allowance per the Federal Travel Directory for the travel destination.

If the traveler is utilizing Bed & Breakfast and specific meals are included as part of the cost of the lodging, then if the traveler chooses to eat those meals out, he or she will not be reimbursed that cost. Documentation will need to be provided showing what is included in the cost of the B&B.

Lodging – Hotel, Motel, other

Overnight stays are limited to those instances where an employee is required to attend a conference or meeting 60 miles or more away from the employee's official station or residence. Reimbursement for lodging is limited to the single room rate. If a room is occupied by more than one person, the single room rate must be noted on the receipt. The maximum daily allowance will be limited to the federal rate depending on the location for both in state and out of state travel. Room taxes are not included in the federal rate and may be claimed for reimbursement. Lodging costs that exceed the rates listed in the Federal Travel Directory by more than room tax may not be paid without authorization by the department head and must include a justification as to why it is in the best interest of the City of Benton to exceed the standard reimbursement rate.

Lodging with family or friends is allowed, however the traveler will not be reimbursed an amount comparable to conventional lodging in the area.

Use of a recreational vehicle is allowable lodging, provided that the cost of parking fees, connection, use and disconnection fees for utilities, electricity, gas, water, sewer, and dumping fees do not exceed the lodging costs listed in the Federal Travel Directory for the travel destination for the same length of stay.

Transportation

Travel may be achieved by plane, train, bus, taxi, private vehicle/ aircraft, rented or state-owned automobile: whichever method serves the requirements of the City of Benton most economically and advantageously.

Reimbursement for out of state travel will be the lesser of coach class airfare or the established rate of private care mileage, based on map mileage (whether paper-based or electronic) when driven. Prior to the trip, the department head and Finance Department should determine the method of calculating map mileage which is the most suitable method of calculating to avoid confusion for the traveler. Travelers by commercial air shall utilize coach accommodation, except in those instances where first class accommodation would be more economical for the City of Benton. Commercial airline tickets should be purchased at least 14 days prior to travel. Airline tickets purchased less than 14 days prior to travel shall be explained in writing to the Finance department and approved prior to the purchase. One checked piece of luggage may be reimbursed.

The City of Benton may pay or reimburse the traveler for basic trip insurance offered by the airline on a round-trip commercial airline ticket of \$1,000 or more. The insurance should cover the cost of the ticket in the event of flight cancellations or delays caused by weather conditions, mid-flight diversions that force arrival at a different airport, or unexpected injury or illness that prohibits travel.

Reimbursement for Use of Privately Owned Vehicle

City of Benton vehicles, if available, must be used for travel. If a City vehicle is not available, then the traveler may use their personal vehicle and submit mileage. Private vehicle mileage shall be reimbursed and computed using map mileage (whether paper based or electronic) between the travel site destination and the employee's official station or residence, if leaving directly from the residence, whichever is less. Mileage reimbursement for official use of a private motor vehicle may be claimed, listed separately on the Travel Reimbursement form.

When privately owned motor vehicles are used for travel on official business, the traveler may claim reimbursement at the rate per mile established at the time the travel occurred. The City of Benton uses the state mileage reimbursement rate set by the Department of Finance and Administration. The City of Benton will only reimburse for official miles driven and assumes no responsibility for any maintenance, insurance, operational costs, accidents, or fines incurred by the operator of the vehicle while on official business.

Items Not Reimbursable

Expenses for personal entertainment, tips (taxi, porters, housekeeping staff), flowers, valet service, laundry, alcoholic beverages, cleaning, movies, or other similar services are not reimbursable. Communication expenses shall be allowed only when necessary for the transaction of official business and properly receipted.

Policy 3 – Direct Billing of Travel Expenses

Travel expenses for lodging, commercial transportation (air fare, bus, rail, and rental vehicles), and conference registration may be direct billed to the City of Benton. The department head may choose to utilize the City issued credit card to secure air travel, conference registration fees, lodging, guarantee of lodging or rental vehicles. Meals are not a qualified expense allowed on the City issued credit card.

NAME	AREA CODE	PHONE
DEPT #		Date
SEND CHECK TO:		

DATE	TRAVEL FROM/TO AND BUSINESS PURPOSE	TRAVEL PAID BY EMPLOYEE	LODGING	GROUNDPART	MEALS LUNCH	OTHER	OTHER EXPENSES		Allowance/mile: \$0.520		TOTAL
							AMOUNT	DESCRIPTION	MILES	AMOUNT	
06/10/2024	Example: Conference for professional development		145.00	10.00	10.00				176		\$258.52
	Fort Smith, AR (06/10/24-06/11/24)								176		\$91.52
		</									

Supervisor Signature

ADVANCED BALANCE PER LAST REPORT		
PLUS NEW ADVANCE		
TOTAL TO BE DEDUCTED ON THIS REPORT		
BALANCE DUE EMPLOYEE		\$348.04
BALANCE DUE DEPARTMENT		

ORDINANCE NO. 34 OF 2024

**AN ORDINANCE WAIVING COMPETITIVE BIDDING
AND AUTHORIZING BENTON UTILITIES TO
PURCHASE A FLYGT PUMP FOR THE PUCKETT
WASTEWATER PUMP STATION; AND FOR OTHER
PURPOSES**

WHEREAS, Benton Utilities has an immediate need to replace a damaged lift station pump at the Puckett Pump Station; and

WHEREAS, because Jack Tyler Engineering is the local supplier of the equipment to replace the damaged pump, Benton Utilities must purchase the said equipment and services without competitive bidding in connection addition to that; and

WHEREAS, The City Council wishes to authorize and approve the below-mentioned transaction.

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

SECTION 1: It is in the best interest of the City for Benton Utilities to purchase a new Flygt Pump from Jack Tyler Engineering, Incorporated, 6301 S University Avenue, Little Rock, AR 72209. All actions of Benton Utilities in pursuing the purchase authorized herein before the formal adoption of this ordinance are hereby confirmed, ratified, and approved.

SECTION 2: The requirement of competitive bidding for the purchases hereby authorized is deemed not feasible or practical and, therefore, is waived.

PASSED AND APPROVED this _____ day of July 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk