

RESOLUTION NO. 31 OF 2024

A RESOLUTION ACCEPTING THE RESPONSE FROM MOSER CONSTRUCTION FOR CONSTRUCTION MANAGER SERVICES TO REMODEL THE RIVER STREET COMPLEX INTO THE NEW CITY HALL AND AMENDING THE 2024 BUDGET TO APPROPRIATE ARPA EXPENDITURES IN THE AMOUNT OF \$2,200,000; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton published an invitation to construction managers for submissions of qualifications to construct a remodel of the River Street Complex for the New City Hall project; and

WHEREAS, after review of the proposals, it has been determined that the response submitted by Moser Construction is the most acceptable response for this project; and

WHEREAS, the City Council of the City of Benton, Arkansas, needs to appropriate \$2,200,000 of the American Rescue Plan funds in line item 8006.00 Construction in Progress for the renovation of the New City Hall.

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

SECTION 1: The response by Moser Construction in the amount not to exceed \$2,200,000 should be accepted and awarded for Construction Manager Services to remodel the River Street Complex into the New City Hall. The response is attached hereto as Exhibit 1 to this Resolution.

SECTION 2: On behalf of the City, the Mayor and City Attorney are hereby authorized to enter into negotiations on behalf of the City of Benton, a contract for construction manager services.

SECTION 3: 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 March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton, Arkansas

Special Revenue 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 Special Revenue

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

Special Revenue Fund

	Beginning Approved	Budget	Revised
	Budget	Amendment	Budget
Receipts	\$192,000	\$0	\$192,000
Personnel	\$0	\$0	\$0
O&M, Other, etc	\$0	\$0	\$0
Capital Items & Transfers	\$1,484,588	\$2,200,000	\$3,684,588
Total Budget	(\$1,292,588)		(\$3,492,588)

Section 2: Funding & Disbursements – Fiscal Year 2024

Special Revenue Fund

Expenditures

This budget amendment approves the increase in line item 8006.00 Construction In Progress Capital Outlay for the expenditure of renovating the New City Hall out of the ARPA funds.

RESOLUTION NO. 32 OF 2024

A RESOLUTION AMENDING THE 2024 POLICE EQUIPMENT GRANT FUND BUDGET TO UTILIZE \$7,800 RECEIVED FROM PROCEEDS RECEIVED FROM AUCTIONED ITEMS AND INCREASE THE APPROPRIATION TO PURCHASE COMPUTERS FOR THE POLICE DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas needs to amend the 2024 City of Benton Budget to increase the appropriation in Police Equipment Grant in the amount of \$7,800 for line item 8004.03 Computer Equipment Capital Outlay for the purchase of computers. The funds held in the Police Equipment Grant Fund are from the sale of auctioned police items.

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 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 March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton, Arkansas

Special Revenue 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 Special Revenue

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

Special Revenue Fund

	Beginning Approved	Budget	Revised
	Budget	Amendment	Budget
Receipts	\$27,500	\$0	\$27,500
Personnel	\$0	\$0	\$0
O&M, Other, etc	\$29,200	\$0	\$29,200
Capital Items & Transfers	\$0	\$7,800	\$7,800
Total Budget	(\$1,700)		(\$9,500)

Section 2: Funding & Disbursements – Fiscal Year 2024

Special Revenue Fund

Expenditures

This budget amendment approves the increase in line item 8004.03 Computer Equipment Capital Outlay for the purchase of computers for the Police Department out of the Police Equipment Grant Fund.

RESOLUTION NO. 33 OF 2024

A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID FOR WEST CROSS STREET DRAINAGE IMPROVEMENTS PHASE 1 PROJECT FROM TOWNSHIP BUILDERS, INC. IN THE AMOUNT OF \$904,170; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton published a Request for Proposal for the West Cross Street Drainage Improvements Phase 1 project; and

WHEREAS, after review of the proposals, it has been determined that the bid submitted by Township Builders, Inc. is the lowest acceptable bid for this drainage project and that the City should award the contract to this lowest acceptable bidder.

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

SECTION 1: The bid by Township Builders, Inc. in the amount of \$904,170 is the lowest acceptable bid and said bid should be accepted and awarded to Township Builders for the West Cross Street Drainage Improvements Phase 1 Project. The bid is attached hereto as Exhibit 1 to this Resolution.

SECTION 2: On behalf of the City, the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Benton, a contract for construction of the West Cross Street Drainage Improvements Phase 1 project 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 Township Builders, Inc. those sums that become due and payable over the course of the contract term.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

March 4, 2024

John Richey, Street Department Director
City of Benton
305 W Hazel Street
Benton, AR 72015

RE: W Cross Street Drainage Improvements Ph I – Bid Recommendation

Dear Mr. Richey,

February 28th 2024, we opened bids on the W Cross Street Drainage Improvements Ph I project and we received 3 responsive bids. Township Builders, Inc. from Little Rock, AR is the low bidder with a bid in the amount of \$904,170.00. The certified bid tabulation is attached for reference.

We have reviewed the bid and have no outstanding issues; therefore, we see no issues with awarding the bid to Township Builders, Inc. in the amount of \$904,170.00.

Please do not hesitate to call should you have any questions and as always, thank you for allowing us to be of service.

Sincerely,
McClelland Consulting Engineers, Inc.



Austin Petty
Project Designer

cc: Taylor Clark

enclosure

CERTIFIED BID TAB

PROJECT: 23-5713 W. Cross Street Drainage Improvements PH 1
 BID LOCATION: City Hall, 114 S. East Street, Benton, Arkansas
 BID TIME AND DATE: 10:00 AM, Wednesday, February 28, 2024

Certified by: *Taylor Clark*
 Taylor W. Clark, P.E., License #18021

CONTRACTORS NAME
 CONTRACTORS LICENSE NO.

Township Builders, Inc.
 0039640624

Gene Summers
 Construction, Inc.
 0039580724

Burkhalter Technologies, Inc.
 0134230624

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Clearing	STA	4	\$11,000.00	\$44,000.00	\$2,400.00	\$9,600.00	\$5,000.00	\$20,000.00
2	Grubbing	STA	4	\$5,700.00	\$22,800.00	\$3,200.00	\$12,800.00	\$3,000.00	\$12,000.00
3	Remove and Dispose of Existing Grate Inlet	EA	1	\$570.00	\$570.00	\$750.00	\$750.00	\$2,000.00	\$2,000.00
4	Remove and Dispose of Existing Box Culvert	EA	3	\$3,400.00	\$10,200.00	\$2,650.00	\$7,950.00	\$4,000.00	\$12,000.00
5	Remove and Dispose of Existing Pipe Culverts	EA	1	\$5,700.00	\$5,700.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00
6	Remove and Dispose of Existing Curb and Gutter	LF	365	\$11.00	\$4,015.00	\$8.00	\$2,920.00	\$15.00	\$5,475.00
7	Remove and Dispose of Existing Concrete Headwalls	EA	3	\$1,150.00	\$3,450.00	\$600.00	\$1,800.00	\$5,000.00	\$15,000.00
8	Remove and Dispose of Existing Concrete Wingwalls	EA	2	\$1,150.00	\$2,300.00	\$600.00	\$1,200.00	\$5,000.00	\$10,000.00
9	Remove and Dispose of Existing Driveways	SY	46	\$35.00	\$1,610.00	\$10.00	\$460.00	\$50.00	\$2,300.00
10	Remove and Dispose of Existing Fence	LF	240	\$12.00	\$2,880.00	\$8.00	\$1,920.00	\$25.00	\$6,000.00
11	Remove and Dispose of Existing Gate	EA	1	\$230.00	\$230.00	\$200.00	\$200.00	\$1,000.00	\$1,000.00
12	Remove and Dispose of Existing Trees	EA	3	\$3,400.00	\$10,200.00	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00
13	Remove and Dispose of 2" CI Water Line	LF	25	\$115.00	\$2,875.00	\$7.00	\$175.00	\$100.00	\$2,500.00
14	Remove and Dispose of 6" PVC Water Line	LF	25	\$115.00	\$2,875.00	\$10.00	\$250.00	\$100.00	\$2,500.00
15	2" Water Line Tapping Saddle and Gate Valve, Complete.	EA	2	\$5,700.00	\$11,400.00	\$2,750.00	\$5,500.00	\$5,000.00	\$10,000.00
16	2" PVC Water Line, Complete.	LF	16	\$115.00	\$1,840.00	\$300.00	\$4,800.00	\$300.00	\$4,800.00
17	6" Water Line Tapping Sleeve and Gate Valve, Complete.	EA	1	\$3,300.00	\$3,300.00	\$4,800.00	\$4,800.00	\$7,000.00	\$7,000.00
18	6" Ductile Iron Gate Valve Cut-In, Complete.	EA	1	\$2,000.00	\$2,000.00	\$5,380.00	\$5,380.00	\$7,000.00	\$7,000.00
19	6" Ductile Iron Water Line, Complete.	LF	78	\$140.00	\$10,920.00	\$250.00	\$19,500.00	\$200.00	\$15,600.00
20	2" Water Line Cut & Cap Existing Line After New Line is Installed, Complete.	EA	1	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00
21	6" Water Line Cut & Cap Existing Line After New Line is Installed, Complete.	EA	1	\$1,400.00	\$1,400.00	\$1,800.00	\$1,800.00	\$3,500.00	\$3,500.00
22	Post Installation Water Testing, Complete.	LF	92	\$25.00	\$2,300.00	\$26.00	\$2,392.00	\$54.00	\$4,968.00
23	Concrete Encasement for 6" Existing Sanitary Sewer Line, Complete	LF	10	\$115.00	\$1,150.00	\$30.00	\$300.00	\$500.00	\$5,000.00
24	12" Steel Encasement for 6" Existing Sanitary Sewer Line via Open Cut, Complete.	LF	20	\$115.00	\$2,300.00	\$160.00	\$3,200.00	\$400.00	\$8,000.00
25	20" Steel Encasement for 10" Existing Sanitary Sewer Line via Open Cut, Complete.	LF	20	\$230.00	\$4,600.00	\$250.00	\$5,000.00	\$600.00	\$12,000.00
26	Unclassified Excavation (Plan Quantity)	CY	1,100	\$34.00	\$37,400.00	\$39.00	\$42,900.00	\$50.00	\$55,000.00
27	Compacted Embankment (Plan Quantity)	CY	200	\$45.00	\$9,000.00	\$40.00	\$8,000.00	\$50.00	\$10,000.00
28	Roadway Construction Control	LS	1	\$5,700.00	\$5,700.00	\$4,800.00	\$4,800.00	\$10,000.00	\$10,000.00
29	5'S x 4'R Concrete Box Culvert (Precast or Cast-In-Place)	LF	126	\$340.00	\$42,840.00	\$970.00	\$122,220.00	\$1,000.00	\$126,000.00
30	7'S x 3'R Concrete Box Culvert (Precast)	LF	90	\$455.00	\$40,950.00	\$1,050.00	\$94,500.00	\$1,200.00	\$108,000.00
31	Curb Inlet (Rect.) - Special	EA	2	\$4,550.00	\$9,100.00	\$6,750.00	\$13,500.00	\$7,000.00	\$14,000.00
32	Curb Inlet (Rect.) - Open Back	EA	2	\$4,550.00	\$9,100.00	\$6,500.00	\$13,000.00	\$5,000.00	\$10,000.00
33	Inlet Extension (4')	EA	4	\$1,150.00	\$4,600.00	\$1,200.00	\$4,800.00	\$2,000.00	\$8,000.00
34	Inlet Extension (8')	EA	2	\$1,700.00	\$3,400.00	\$2,300.00	\$4,600.00	\$3,500.00	\$7,000.00
35	6' x 6' Area Inlet	EA	2	\$5,700.00	\$11,400.00	\$7,775.00	\$15,550.00	\$9,000.00	\$18,000.00
36	7' x 7' Junction Box	EA	2	\$9,000.00	\$18,000.00	\$9,500.00	\$19,000.00	\$8,000.00	\$16,000.00
37	24" RCP Pipe Culvert (CL.4)	LF	20	\$115.00	\$2,300.00	\$203.00	\$4,060.00	\$200.00	\$4,000.00
38	24" HDPE Pipe Culvert	LF	60	\$115.00	\$6,900.00	\$138.00	\$8,280.00	\$100.00	\$6,000.00
39	30" HDPE Pipe Culvert	LF	10	\$230.00	\$2,300.00	\$156.00	\$1,560.00	\$300.00	\$3,000.00
40	48" HDPE Pipe Culvert	LF	278	\$455.00	\$126,490.00	\$275.00	\$76,450.00	\$300.00	\$83,400.00
41	Selected Bedding for Box Culvert (B-Stone)	CY	40	\$45.00	\$1,800.00	\$59.00	\$2,360.00	\$65.00	\$2,600.00
42	Concrete Headwalls (Cast-in-Place)	EA	4	\$2,300.00	\$9,200.00	\$4,750.00	\$19,000.00	\$12,000.00	\$48,000.00
43	Concrete Wingwalls (Cast-In-Place)	EA	8	\$3,400.00	\$27,200.00	\$2,380.00	\$19,040.00	\$3,000.00	\$24,000.00
44	P.C. Concrete Driveway (6" U.T.)	SY	90	\$113.00	\$10,170.00	\$84.50	\$7,605.00	\$100.00	\$9,000.00
45	Concrete Walk	SY	5	\$113.00	\$565.00	\$60.00	\$300.00	\$200.00	\$1,000.00
46	Concrete Slab	SY	25	\$113.00	\$2,825.00	\$86.00	\$2,150.00	\$200.00	\$5,000.00
47	Concrete Curb and Gutter Type A (1'-6")	LF	697	\$40.00	\$27,880.00	\$28.00	\$19,516.00	\$26.00	\$18,122.00
48	Aggregate Base Course (Class 7)	TON	565	\$45.00	\$25,425.00	\$41.00	\$23,165.00	\$50.00	\$28,250.00
49	Mineral Aggregate In ACHM Surface Course (1/2")	TON	209	\$250.00	\$52,250.00	\$198.00	\$41,382.00	\$215.00	\$44,935.00
50	Asphalt Binder (PG 64-22) In ACHM Surface Course (1/2")	TON	11	\$340.00	\$3,740.00	\$198.00	\$2,178.00	\$200.00	\$2,200.00
51	Tack Coat	GAL	170	\$34.00	\$5,780.00	\$11.00	\$1,870.00	\$20.00	\$3,400.00
52	Filter Blanket	SY	865	\$11.00	\$9,515.00	\$7.00	\$6,055.00	\$20.00	\$17,300.00
53	Grouted Riprap	CY	450	\$227.00	\$102,150.00	\$150.00	\$67,500.00	\$200.00	\$90,000.00
54	Solid Sodding, Bermuda (Includes 4" Topsoil)	SY	1,705	\$7.00	\$11,935.00	\$13.00	\$22,165.00	\$10.00	\$17,050.00
55	Chain Link Fencing	LF	290	\$28.00	\$8,120.00	\$54.00	\$15,660.00	\$40.00	\$11,600.00
56	Chain Link Fence Gate	EA	1	\$340.00	\$340.00	\$550.00	\$550.00	\$3,000.00	\$3,000.00
57	Silt Fence	LF	1,600	\$5.50	\$8,800.00	\$5.50	\$8,800.00	\$7.00	\$11,200.00
58	Silt Sock (12")	LF	120	\$18.00	\$2,160.00	\$25.00	\$3,000.00	\$20.00	\$2,400.00
59	Water	MGAL	22	\$115.00	\$2,530.00	\$100.00	\$2,200.00	\$50.00	\$1,100.00
60	Sediment Removal and Disposal	CY	64	\$115.00	\$7,360.00	\$25.00	\$1,600.00	\$50.00	\$3,200.00
61	Rock Ditch Checks	CY	12	\$115.00	\$1,380.00	\$185.00	\$2,220.00	\$100.00	\$1,200.00
62	Maintenance of Traffic	LS	1	\$18,000.00	\$18,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
63	Arkansas Code Ann. §22-9-212, Trench and Excavation Safety System.	LS	1	\$11,350.00	\$11,350.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
64	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 Specifications)	LS	1	\$68,400.00	\$68,400.00	\$125,690.00	\$125,690.00	\$30,000.00	\$30,000.00
TOTAL AMOUNT BID					\$904,170.00		\$958,623.00		\$1,050,100.00

*Correction Due to Math Error

RESOLUTION NO. 34 OF 2024

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH OJ'S SERVICE TWO, INC. TO PROVIDE JANITORIAL SERVICES TO THE CITY IN THE AMOUNT OF \$79,516.56; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton published a Request for Proposal for supplying janitorial services for the several locations with the City; and

WHEREAS, after review of the proposals, a committee has determined that the bid submitted by OJ's Service Two, Inc. is the lowest acceptable bid for janitorial services to the City and that the City should award the contract to this lowest acceptable bidder; and

WHEREAS, the City of Benton wishes to enter into a one (1) year agreement with OJ's Service Two, Inc. to provide janitorial services to the City of Benton in the amount of \$79,516.56.

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

SECTION 1: The bid by OJ's Service Two, Inc. in the amount of \$79,516.56 is the lowest acceptable bid and said bid should be accepted and awarded to OJ's Service Two, Inc. for janitorial services to the City. The bid is attached hereto as Exhibit 1 to this Resolution.

SECTION 2: On behalf of the City, the Mayor and City Clerk are hereby authorized to execute on behalf of the City of Benton a one (1) year contract with OJ's Service Two, Inc. to provide janitorial services. The contract may be renewable for up to three (3) additional one (1) year terms.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Official RFP Price Sheet

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

	Total Bid
Total annual Janitorial Service fee for 12 months	\$ 79,516.56
Benton Municipal Complex Upstairs	\$ 3,199.23
Benton Municipal Complex Downstairs – Police Dept	\$ 1,352.59
Animal Services Building	\$ 713.67
Jefferson Street Complex	\$ 216.56
Police Substation	\$ 73.83
Streets & Drainage Building	\$ 1,070.51
Total Bid	\$ 66,266.39

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.

O.J.'s SERVICE TWO, INC.

Printed Name of Company

301 N. BROADWAY, NORTH LITTLE ROCK, AR 72114

Company Address

501-372-2921

Telephone Number

501-372-4136

Fax Number

Mack@ojscleaning.com

E-Mail Address

MACK HANSON

Printed Name of Authorized Signature

2-26-24

Date

Authorized Signature

2-26-24

Date

RESOLUTION NO. 35 OF 2024

**A RESOLUTION APPROVING AN HVAC PREVENTATIVE
MAINTENANCE CONTRACT WITH JONES HEATING &
AIR; AND FOR OTHER PURPOSES**

WHEREAS, the City currently has an agreement with Jones Heating & Air for HVAC preventative maintenance and wishes to engage in an agreement for services for the 2024 year.

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

SECTION 1: The Mayor is authorized to execute, on behalf of the City of Benton, a contract for HVAC services with Jones Heating & Air and to execute such other documents as may be necessary and convenient to accomplish this purpose. The contract term shall be for one year.

SECTION 2: The Mayor is likewise authorized on behalf of the City to pay any amounts which may become due and payable under the contract. See the contract attached as Exhibit "1."

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Contractors Lic. # 00245104-25

March 4, 2024

HVAC: Preventative Maintenance Agreement/Service Contract Year for 2024

Community Development	\$6,589 Semiannual W/Filter
Parks & Rec	\$12,950 Semiannual W/O Filter
Police	\$950 Semiannual W/Filter
Fire	\$2,318 Semiannual W/Filter
Street	\$300 Semiannual W/Filter
Animal Control	\$180 Semiannual W/Filter

Service Call of \$64.95 with Labor Rate of \$69.95 an Hour

- **Job Cost: \$23,287**

Thank you for allowing us to quote your heating and cooling needs if you have any questions, please call me at 501-778-3324.

Daniel Turbyfill

Signature: _____

Date: _____

Signature: _____

Date: _____

ORDINANCE NO. 14 OF 2024

**AN ORDINANCE WAIVING COMPETITIVE BIDDING;
APPROVING THE PURCHASE OF A STAGELINE SL100
MOBILE STAGE; AND FOR OTHER PURPOSES**

WHEREAS, the Benton Parks Department has the need to purchase a Stageline SL100 Mobile Stage for \$186,275. This stage will be used for events that take place within the City of Benton and the Parks & Recreation department. After a diligent search, it has been determined that there is only one suitable stage vendor that meets the requirements of the Parks & Recreation Department; and

WHEREAS, a portion of the funds used for this purchase were acquired from a sponsorship with Farmers Bank and Trust; and

WHEREAS, the Mayor and City Council of the City of Benton, Arkansas, have determined that it is in the best interest of the City to allow the purchase of the Stageline SL100 Mobile Stage without competitive bidding in connection therewith; and

WHEREAS, the City Council then wishes to authorize and approve the transaction described below.

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 to allow the purchase of the Stageline SL100 Mobile Stage. A copy of the quote is attached to this ordinance and incorporated herein by reference. The Parks & Recreation department is authorized and directed to purchase, from the vendor set out in said quote, the equipment listed therein.

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

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute documents needed to purchase said stage.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 36 OF 2024

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID
FOR 2024 CHEVROLET SILVERADO 1500 PARKS WORK
TRUCK FROM EVERETT CHEVROLET; AND FOR OTHER
PURPOSES**

WHEREAS, the City of Benton, Arkansas, after having advertised for bids for a 2024 Chevrolet Silverado 1500 parks work truck, the City Council has determined that the bid submitted by Everett Chevrolet is the lowest bid for this purchase and that the City should award the contract to this lowest acceptable bidder.

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

SECTION 1: The bid in the amount of \$42,500 is the lowest acceptable bid and said bid should be accepted and awarded to Everett Chevrolet for a 2024 Chevrolet Silverado 1500 parks work truck.

SECTION 2: The Mayor is authorized to execute, on behalf of the City of Benton, the purchase of a 2024 Chevrolet Silverado 1500 parks work truck 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 Everett Chevrolet those sums which become due and payable over the course of the contract term.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

EXHIBIT

tabbies

1

BUYER	CO-BUYER	Deal #:
BENTON PARKS AND RECREATION		Deal Type: Retail
1800 CITIZENS DRIVE		Deal Date: 02/27/2024
BENTON, AR 72015	AR	Print Time: 12:01pm
Work #: (501) 776-5970		
Email:	Salesperson:	

VEHICLE

New <input type="checkbox"/>	Stock #:	Description:	VIN:	Mileage:
Used <input type="checkbox"/>	RZ126927	2024 CHEVROLET SILVERADO 1500		
Demo <input type="checkbox"/>				

TRADE

MSRP:	\$	45,065.00
Everett Discount:	\$	2,694.00
Sale Price:	\$	42,371.00
Total Financed Aftermarkets:	\$	0.00
Total Trade Allowance:	\$	0.00
Trade Difference:	\$	42,371.00
Service & Handling	\$	129.00
State & Local Taxes:	\$	0.00
Total License and Fees:	\$	0.00
Total Cash Price:	\$	42,500.00
Total Trade Payoff:	\$	0.00
Delivered Price:	\$	42,500.00
Cash Down Payment + Deposit:	\$	0.00
Sub Total:	\$	42,500.00

PAYMENTS

Option 1: (retail)

Cash

If Rebates allow the Price could be
less & free of Purchase

X

X

Dealer

RESOLUTION NO. 37 OF 2024

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SKATE ROOM INC. D/B/A ICE RINK RENTALS FOR PROVIDING SYNTHETIC ICE RINK RENTALS TO THE CITY; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, published a Request for Proposal for supplying a synthetic ice rink rental to the City which the City Council determines to be a professional service; and

WHEREAS, the RFP stated the services would begin the final week of November and end through the second week of January is for the Parks Department; and

WHEREAS, after a review of the proposals it has been determined that the contract should be awarded to Skate Room, Inc. d/b/a Ice Rink Rentals; and

WHEREAS, the City wishes to enter into an agreement with Skate Room, Inc. d/b/a Ice Rink Rentals to provide a synthetic ice rink rental to the City of Benton Parks Department for the sum of \$36,954/ per year.

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 contract with Skate Room, Inc. d/b/a Ice Rink Rentals to provide synthetic ice rink rental for the City of Benton Parks Department and to pay the agreed upon compensation when due. This contract will be for the 2024 through 2026 holiday season. The services herein will be re-evaluated in 2027.

PASSED AND APPROVED this the ____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 38 OF 2024

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID
FOR SUNSET LAKE PEDESTRIAN BRIDGE REBUILD FROM
JCON INC.; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, after having advertised for bids for the Sunset Lake pedestrian bridge rebuild, the City Council has determined that the bid submitted by JCON INC. is the lowest bid for this construction project and that the City should award the contract to this lowest acceptable bidder.

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

SECTION 1: The bid of in the amount of \$64,476 is the lowest acceptable bid and said bid should be accepted and awarded to JCON INC. for the Sunset Lake pedestrian bridge rebuild.

SECTION 2: The Mayor is authorized to execute, on behalf of the City of Benton, a contract for the Sunset Lake pedestrian bridge rebuilds 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 JCON INC. those sums which become due and payable over the course of the contract term.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



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

Request for Proposals

Bid Number: RFP 2024-05	Buyer: Mandy Spicer, Chief Financial Officer
Commodity: Rebuild Sunset Lake Pedestrian Bridge	Bid Opening Date: Tuesday, February 27 th , 2024.
Department: Benton Parks & Recreation	Bid Opening Time: 2:15 pm
Date Issued: Monday, February 5, 2024.	

All proposals will be accepted until **Tuesday, February 27th, 2024**. All proposals must be placed in a sealed package clearly marked on the outside "**City of Benton Rebuild Sunset Lake Pedestrian Bridge 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.

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

JCON Inc.
Printed Name of Company

PO BOX 330 Bryant AR 72089
Company Address

501 794 1963
Telephone Number

n/a
Fax Number

bhenley@jconincorporated.com
E-Mail Address

Brian Henley
Printed Name of Authorized Signature

2/27/24
Date

Authorized Signature

Date



Section 1 – General Information

Introduction: This Request for Proposal is issued by the City of Benton to identify properly licensed and insured individuals and/or businesses qualified to rebuild the Sunset Lake Pedestrian Bridge.

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, Administrative Services, Police, Fire, Community Development, Marketing, Streets & Drainage, Animal Control, and Parks & Recreation.

Caution to Bidders:

1. Vendors **must** submit four (4) signed, original RFP responses and one (1) digital in PDF format on a flash drive, 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 and complies with the requirements of the Americans with Disability Act.



Delivery of Response Documents: It is the responsibility of vendors to submit bids at the place, 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. **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.
8. **Accidents:** The awarded Proposer(s) will report to THE CITY's designated representative any and all accidents involving any property damage or personal injury immediately following said accident or discovery of accident damage. THE CITY shall be indemnified and held harmless for each accident.



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

Evaluation and Award: After complete evaluation of the proposals, the anticipated award will be posted to the City of Benton Procurement website.



Section 2 – Specific Requirements

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

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

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 is seeking a contractor to rebuild Sunset Lake Pedestrian Bridge.

- Remove existing decking, framing and railings from existing walking bridge.
- Install new 2"x10" sub joists.
- Install new 2"x6" joists.
- Install new Moisture Shield Vision composite decking with hidden fasteners.
- Install new railings of same construction and screw in.
- All lumber to be #1 ground contact treated.
- All bolts be hot dipped galvanized & use coated screws.

A successful bid shall provide all labor, material, equipment, delivery, installation, removal, disposal of old materials, taxes, and insurance to perform the scope of work. Bidders shall also meet with Parks & Recreation staff prior to submission of proposals.

Tentative start date would be April 2024.

Bid questions due no later than, Friday, February 23, 2024, to

Junior Rodemeyer

Assistant Director

Benton, AR

501-794-7602

Junior.Rodemeyer@bentonar.org



Section 4 – Required Elements of Proposals

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- Vendor Application
- Description of the proposer's business structure, key staff, and their qualifications.
- Description of the proposer's relative experience in operating a field renovation/rehabilitation service or other similar business enterprise, including relative size of business operated type of retail sales, etc.
- Proposer shall be responsible for providing proof of any insurance necessary to operate such an operation, including but not limited to public liability insurance (\$100,000 single limit and \$300,000 cumulative minimum).
- Provide sample packages, including proposed prices.



Criteria for Selection

Proposals by bidders will be evaluated by the City of Benton Finance Office and the Benton Parks & Recreation Staff on the basis of criteria deemed most appropriate for a successful partnership. These criteria include, but are not limited to, the following and shall be weighted as follows:

Qualifications

35%

Respondents must include information indicating their qualifications, experience, and competence in relation to the services to be performed. A list of references, contact names, and phone numbers should be included.

Past Performance

30%

Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. The proposer will provide a list of similar jobs performed and person whom we can contact for information.

Experience, Competence, and Capacity

35%

Experience, competence, and capacity for performance. Information reflecting the names and qualifications (including experience) of the major personnel assigned to this specific project.



Benton Parks Vendor Application

1. Legal name of organization, firm, individual or partnership submitting proposal:

JCON Inc.

2. Address of principal place of business:

11167 Fern Creek Benton AR 72019

3. The person on your staff who will be the primary contact for services:

Name: Brian Henley Phone: 501 454-7653

4. Experience in field renovations/rehabilitation services (describe services you have offered and years of experience):

29 years experience as General Contractor.
Our background includes custom home
buildings as well as fishing piers for Ark
Game & Fish. JCON Inc. has also completed multiple
civil projects that included walking bridge rehab and for construction.

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

Yes ☒ No ☐

Renewed Privilege License 2/27/24

6. Proposed services:

Describe the services proposed for the Department. Describe the type of features of the menu, or products to be offered.

All construction related activities both
new construction & remodel.



Official RFP Price Sheet

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

Total Bid for Sunset Lake Bridge Project	Price
Sixty four thousand four hundred twenty six dollars & no cents	\$ 64,426.00

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.

JCON Inc.

Printed Name of Company

PO Box 330 Bryant AR 72089

Company Address

501 794 1963

Telephone Number

n/a

Fax Number

bhenley@jconincorporated.com

E-Mail Address

Brian Henley

Printed Name of Authorized Signature

2/27/24

Date

Authorized Signature

Date



501-794-1963
501-454-7653
501-794-9097
bhenley@jconincorporated.com
P.O. Box 330 , Bryant, AR 72089

Attn: City of Benton
Re: Statement of Bidders Qualifications
Date: February 27, 2024
Please find listed below the qualifications for JCon Inc.

Principals: Jerry L. Johnson
Paula M. Johnson
Brian Henley
1167 Fern Creek
Benton, AR 72019

Business Address: P.O. Box 330
Bryant, AR 72089
Phone: 501-794-1963
Fax: 501-794-9097

Contractor License # - 0051000424
General Contractor since 1995
T.I.N # - 710768093

Project References

1. Columbia Street Sidewalks (City of Magnolia)
Contract value: \$350k
Description of work: Sidewalks, Lighted Signs, Curb & Gutter
Robin Rice, A.L. Franks Engineering 118 East Broad Street Texarkana, AR 71854
870-216-1906
2. Jackson Street Sidewalks (City of Magnolia)
Contract value: \$446k
Description of work: Sidewalks, Curb and Gutter, Handicap Ramps, Street Lights, Drainage
Robin Rice, A.L. Franks Engineering 118 East Broad Street Texarkana, AR 71854
870-216-1906
3. Benton Streetscapes South Street Ph. I & II (City of Benton)
Contract value: \$357,960 (Phase I) & \$214,412 (Phase II)
Description of work: 500lf Sidewalk, Curb & Gutter, Drainage, Street lights, handicap ramp
City of Benton 200 N. Main Street Benton, AR 72015
501-303-5670
4. City of NLR – Bishop Lindsey Streetscapes
Contract Value: \$415k
Half & Marlar – Brian Vines 5318 JFK Blvd. North Little Rock, AR 72116
5. City of NLR – 7th Street Improvements
Contract Value: \$375K
Half & Marlar – Brian Vines 5318 JFK Blvd. North Little Rock, AR 72116
6. Central Arkansas Water – Annual Concrete Work Contract
Contract Value: Approximately 250k per year
Description of work: Concrete repairs as needed by Central Arkansas Water
Matt Phillips, Distribution Coordinator 5300 South Shackleford Little Rock, AR 72204
501-210-4920

Privilege License

2023

Office of City Clerk
City of Benton, Arkansas

2023

License is Hereby

Granted to:

Jerry Johnson

No. 1610

Doing Business as:

J Con, Inc.

Address:

P.O. Box 330

Bryant, AR 72089

Cindy Stracener

Cindy Stracener
City Clerk, City of Benton

Expires 12/31/23

This License:

- (1) Does not authorize a business to operate in conflict with the Laws of the City of Benton (inclusive of zoning regulations) or the State of Arkansas.
- (2) Must be posted in a conspicuous place at the business location being licensed.
- (3) Is not transferable with respect to location, business classification, or ownership. Change in location, classification, or ownership will necessitate a new license.

License No. 0051000424

ID #6367

State of Arkansas
Commercial Contractors Licensing Board

JCON, INC.
PO BOX 330
BRYANT, AR 72089-0330

This is to Certify That

JCON, INC.

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)

This contractor has an unlimited suggested bid limit.

from August 25, 2023 **until** April 30, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Mike [Signature]

SECRETARY

August 25, 2023 - dsa



☎ 501-794-1963

📱 501-454-7653

🖨 501-794-9097

✉ bhenley@jconincorporated.com

P.O. Box 330, Bryant, AR 72089

Attn: Junior Rodemeyer

Ref: Sunset Lake Pedestrian Bridge Renovation (RFP 2024-05)

Date: February 27, 2024

Per RFP 2024-05 JCon Inc. proposes to:

- 1) Demolish and dispose of the bridge structure excluding the galvanized angle braces and the vertical 6x6 wooden post.
- 2) Provide and install new 2"x10" sub joist in the same location as the originals.
- 3) Provide and install new 2"x6" joist in the same location and configuration as the originals.
- 4) Provide and install new Moisture Shield Vision composite decking with hidden fasteners. (Moisture Shield Vision decking to measure 1" thick by 5.4" wide)
- 5) Provide all labor and materials to reconstruct a handrail that matches what is to be demolished. All lumber in the handrail to be dimensional lumber not composite.

Total Quote \$64,476.00

Notes/exclusions: All lumber to be #1 and pressure treated unless noted otherwise. All bolts, nuts, washers to be galvanized and all screws coated and rated for exterior use. This quote assumes that all of the vertical bridge post are in useable condition and makes no allowance for replacement of the vertical post.

Brian Henley

JCon Inc.

RESOLUTION NO. 39 OF 2024

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID
FOR SUNSET LAKE PARK PERIMETER FENCE
INSTALLATION FROM FORT SMITH FENCE, LLC.; AND FOR
OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, after having advertised for bids for the Sunset Lake Park perimeter fence installation, the City Council has determined that the bid be submitted by Fort Smith Fence LLC. is the lowest bid for this project and that the City should award the contract to the lowest acceptable bidder.

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

SECTION 1: The bid of in the amount of \$21,000 is the lowest acceptable bid and said bid should be accepted and awarded to Fort Smith Fence LLC. for the Sunset Lake Park perimeter fence installation.

SECTION 2: The Mayor is authorized to execute, on behalf of the City of Benton, a contract for the Sunset Lake Park perimeter fence installation 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 Fort Smith Fence LLC. those sums which become due and payable over the course of the contract term.

PASSED AND APPROVED this the _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



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

Request for Proposals

Bid Number: RFP 2024-08	Buyer: Mandy Spicer, Chief Financial Officer
Commodity: Sunset Lake Park Fence Installation	Bid Opening Date: Friday, March 8 th , 2024.
Department: Benton Parks & Recreation	Bid Opening Time: 2:00pm
Date Issued: Friday, February 23, 2024.	

All proposals will be accepted until **Friday, March 8th, 2024**. All proposals must be placed in a sealed package clearly marked on the outside "**City of Benton Sunset Lake Park Fence Installation 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.

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

Fort Smith Fence, LLC

Printed Name of Company

7103 Alma Hwy, Van Buren, AR 72956

Company Address

479-561-6949

Telephone Number

N/A

Fax Number

FSFence07@yahoo.com

E-Mail Address

Felicia Jacks

Printed Name of Authorized Signature

Authorized Signature

3/8/24

Date

Date



Official RFP Price Sheet

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

	Price
Total Bid for Sunset Park Fencing Project	\$ 21,000

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.

Fort Smith Fence, LLC

Printed Name of Company

7103 Alma Highway, Van Buren, AR 72956

Company Address

479-561-6949

Telephone Number

N/A

Fax Number

FSFence07@yahoo.com

E-Mail Address

Felicia Jacks

Printed Name of Authorized Signature

Authorized Signature

3-8-24

Date

Date

Felicia Jacks

3/8/24



Benton Parks Vendor Application

1. Legal name of organization, firm, individual or partnership submitting proposal:

Fort Smith Fence, LLC

2. Address of principal place of business:

7103 Alma Highway, Van Buren, AR 72956

3. The person on your staff who will be the primary contact for services:

Name: Felicia Jacks

Phone: 479-561-6949

4. Experience in field renovations/rehabilitation services (describe services you have offered and years of experience):

Fort Smith Fence specialized in all types of fence and gate installation. We offer wood, chain link, PVC vinyl, agriculture fence, and ornamental fence. We have installed all types of fence from ball fields and backstops, airport AOA fence, and high security prison fence with constantina wire, and smaller residential fence projects. I (Felicia) have over 5 years of fence industry experience, with my installer/dad having over 50 years experience in this industry.

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

Yes _____ No _____

X

We do have an AR Contractors License (included). We are based out of Van Buren (located in the county) and have not been required to have any business license so far. We would be more than happy to obtain anything that is required.

6. Proposed services:

Describe the services proposed for the Department. Describe the type of features of the menu or products to be offered.

We are submitting a proposal for a black vinyl 6' tall chain link fence to be installed at Sunset Lake Park. The fence will consist of 2-1/2" terminal post, 2" line post, 1-5/8" top rail, 2" x 8-gauge x 6' tall black vinyl chain link. All pipe used will be of 20-weight material. The project will include 1-each 12' wide by 6' tall double swing gates with a welded 1-5/8" gate frame.

Fort Smith Fence has experience and offers installation on all types and heights of chain link fence, wood, PVC vinyl, highway field fence, agriculture, and ornamental metal. We also fabricate and install all types of gates and gate operators.

Section 2 – Specific Requirements

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

Reference 1:

Hytrol Conveyer Company Inc
6500 Jenny Lind Road
Fort Smith, AR 72908
Logan Long 479-388-8924
Klong@hytrol.com

Project: We fabricated and installed two sets of 8' tall + barb wire by 20' wide double chain link gates in front of the customer's woodshed.

Reference 2:

Nichols Fence and Landscape Company Inc
82 W New Boston Rd
Hooks, TX 75561
Jeff Nichols 870-904-3688
jnicholsfence@gmail.com

Project: We installed 5,000 linear foot of 6' tall chain link around the project owners parking lot. The fence included two sets of double drive gates. This project was at the Red River Army Depot. This was a project we subcontracted through Nichols Fence.

Reference 3:

Nichols Fence and Landscape Company Inc
153 Airport Road
Hope, AR 71801
Jeff Nichols 870-904-3688
jnicholsfence@gmail.com

Project: We installed 2,200 linear foot of 5' tall chain link around the airport in Hope, AR. The fence included two 30' wide cantilever gates that we also installed.

Reference 4:

Memphis Fence Company, LLC 901-278-9710
1380 N Willett St
Memphis, TN 38108
Dan Turbeville (president) 901-292-6636
dan@memphisfence.com

Description of business structure, key staff, and their qualifications.

I, Felicia Jacks (president), restructured Fort Smith Fence in August of 2023. My dad originally opened the company in 2007. Right now, the company consist of myself, my dad, and his helpers. I handle all the project bidding, project management, accounting, paying vendors, employees, and taxes. Prior to taking the business over from my dad, I worked at a much bigger fence company in Memphis, Tennessee (Dan Turbeville is referenced) for 3 years managing the residential department, wholesale department, and doing some commercial bidding.

My dad has been installing fence since around 1975, 90% of the work he's done is commercial chain link. He worked for his father's company that is based out of Little Rock, Southwest Fence Company for most of that time. Since working for himself, he has continued installing fence for Fort Smith Fence as well as subcontracting for some other fence companies. We are a third-generation, family-owned fence company with over 50 years combined experience. We back our quality with a lifetime workmanship warranty on all fence that we install.

License No. 0448151024

ID #54397

State of Arkansas
Commercial Contractors Licensing Board

FORT SMITH FENCE, LLC
7103 ALMA HWY
VAN BUREN, AR 72956

FORT SMITH FENCE, LLC

This is to Certify That

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

SPECIALTY

Fencing, Gates

This contractor has a suggested bid limit of \$100,000. This limit is only suggested and is not a limit on the size of the project the contractor can perform.

from November 22, 2023 until October 31, 2024 when this Certificate expires.

At the conclusion of the term of this certificate, the contractor shall be required to pay a fee of \$100.00 to the Board for the next year's certificate.



[Signature]

CHAIRMAN

[Signature]

SECRETARY

November 22, 2023 - dsa

Arkansas Contractors Licensing Board
4100 RICHARDS ROAD
NORTH LITTLE ROCK, ARKANSAS 72117
Main Phone 501-372-4661 (FAX 501-372-2247)

REFERENCE

(The individual giving the reference, not the person applying for the Arkansas Contractor's License, must complete this form and complete it legibly.)

APPLICANT NAME & ADDRESS as shown on application

Fort Smith Fence, LLC
7103 Alma Highway
Van Buren, AR 72956

(GIVE DETAILED ANSWERS)

**THE PURPOSE OF THIS FORM IS TO VERIFY
WORK EXPERIENCE, NOT CREDIT HISTORY.**

1. Yes ___ No ☒ Are you related to or affiliated with the owners of the company or any of the employees?
If yes, you are not eligible to complete this form. **STOP!!!**
2. If this is a new company, or you are giving a reference for an employee of a company, list the individual you are verifying work experience for: Felicia Jacks
3. 3.5 Years To your personal knowledge, how long has the company or individual been performing the type of work listed in this reference?
4. List the type of work this company or individual has completed of which you have firsthand knowledge. Please state if the work is New Construction, Addition to Existing Structure, Etc. (be specific)
Fence sales, management and installation including new construction and replacement of existing fence.
5. List specific projects this company or individual has completed of which you have firsthand knowledge. Please state if the work is New Construction, Addition to Existing Structure, Etc. Please be specific including the name of the project(s), dollar amount of the project(s), square feet of the project(s), and approximate date of the project(s).
June 2022 New Construction of fence \$37,035.00 | October 2021 New Construction of fence \$16,874.00 | November 2021 New Construction of fence \$10,115.00
January 2023 New Construction of fence \$21,500.00 | May 2022 New Construction of fence \$12,390.00 | February 2022 New Construction of fence \$25,898.00
June 2022 New Construction of fence \$18,477.00 | November 2022 New Construction of fence \$16,836.00 | February 2023 New Construction of fence \$16,110.00
September 2022 New Construction of fence \$16,050.00 | February 2023 New Construction of fence \$15,936.00 | April 2022 New Construction of fence \$15,638.00
March 2020 - March 2023 \$966,209.24 Retail and Wholesal sales of fence material
6. Yes ___ No ☒ Are you aware of any project that this company or individual has failed to complete? If yes, explain.
7. In your own words describe this company or individual's overall performance and ability to meet the customers' needs.
Exceptional. In her time with us Felicia was great at sales and project management. She was able to complete many fence projects with little to no supervision from anyone else in our office. She was able to think on her feet and overcome obstacles that were thrown at her to ensure the customer was satisfied at the end of the day.
8. Yes ☒ No ___ Would you recommend this company or individual to be a licensed contractor? If no, please explain.
9. Yes ___ No ☒ Are you aware of any incidences where this company or individual has failed to pay for materials, failed to pay employees or subcontractors? If yes, please provide details.

By signing this form, I swear or affirm under oath that the foregoing reference information, including any attachments, is/are true and correct.

Name & Address of Person giving this reference: (Print)

Dan Turbeville, President - Memphis Fence Company
1380 North Willett Street
Memphis, TN 38108

Signature

Date 10/04/2023

Phone No. 901-292-6636



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/24

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KOHLER & GREEN INSURANCE AGENCY 615 N Plaza Dr, Ste D Van Buren, AR 72956	CONTACT NAME: R. SUNSHINE PATE PHONE (A/C No, Ext): (479)474-9888 FAX (A/C No): (479)922-2288 E-MAIL ADDRESS: rsunshine@kohlergreen.com														
INSURED FORT SMITH FENCE, LLC 7103 ALMA HWY VAN BUREN, AR 72956	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: APPALACIAN UNDERWRITERS INC / ASIC</td><td></td></tr><tr><td>INSURER B: TRAVELERS INS GROUP</td><td></td></tr><tr><td>INSURER C: NCCI</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: APPALACIAN UNDERWRITERS INC / ASIC		INSURER B: TRAVELERS INS GROUP		INSURER C: NCCI		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5526131	03/07/24	03/07/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	51201633	03/08/24	03/08/25	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	BPP		BIP-009X033778	03/07/24	03/07/24	BPP Deductible 25,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Fencing

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ORDINANCE NO. 15 OF 2024

AN ORDINANCE ACCEPTING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF BENTON, ARKANSAS; APPROVING THE SCHEDULE OF SERVICES TO BE EXTENDED TO SAID AREA; ASSIGNING SUCH TO A WARD; AND FOR OTHER PURPOSES.

WHEREAS, ARG Land Holdings, LLC filed a Petition for Annexation, pursuant to A.C.A. § 14-40-609, for the annexation of certain territory into the City of Benton, Arkansas in Case No. CC 2023-11 of the County Court of Saline County, Arkansas; and

WHEREAS, the Saline County Assessor and the Saline County Clerk have: (A) verified the identity of the petitioner; (B) verified that there are no property owners included in the Petition that do not wish to have their property annexed; (C) verified that the property or properties are contiguous with the City of Benton; (D) verified that no enclaves will be created if the Petition is accepted by the City of Benton; and (E) presented the Petition and their respective verifications to the Saline County Judge; and

WHEREAS, the Saline County Judge has: (A) reviewed the Petition and verifications for completeness and accuracy; (B) determined that no enclaves will be created by the annexation; (C) confirmed that the Petition contains a schedule of services; (D) found that the land to be annexed shall include any dedicated public roads and rights of way abutting or traversing the land to be annexed; and (E) issued an Order dated January 10, 2024 articulating these findings and forwarded the Petition and Order to the contiguous City of Benton for consideration; and

WHEREAS, it is the desire of the City Council that said territory be annexed.

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

SECTION 1. That the following described territory, contiguous to the City of Benton, Arkansas, together with all public roads and rights of way abutting or traversing the same, be and the same is hereby accepted as part of, and annexed to and made a part of the City of Benton, Arkansas:

TRACT 1:

The West Half of the Southeast Quarter of the Northwest Quarter, Section 6, Township 2 South, Range 14 West, Saline County, Arkansas.

TRACT 2:

The Northeast Quarter of the Northwest Quarter, Section 6, Township 2 South, Range 14 West, Saline County, Arkansas.

TRACT 3:

The East Half of the Southeast Quarter of the Northwest Quarter, Section 6, Township 2 South, Range 14 West, EXCEPT the South 792 feet thereof.

Subject to an easement for ingress and egress over and across the following described property: Beginning at a point on the East line of the Southeast Quarter of the Northwest Quarter, Section 6, Township 2 South, Range 14 West, which point is 792.0 feet North of the Southeast corner thereof and run thence North 89 deg. 27 min. West, 365.12 feet; thence North 45 deg. 33 min. East for 21.21 feet; thence South 89 deg. 27 min. East for 350.0 feet; thence South 00 deg. 24 min. West for 15.0 feet to the point of beginning.

SECTION 2. The City of Benton shall provide Police Protection, Fire Protection, and Streets/Drainage/Stormwater Management Services from the effective date of the annexation.

SECTION 3. That the above-described territory shall be annexed to and made a part of Ward 1 of the City of Benton, and the same shall henceforth be a part of said ward as fully as existing parts of said ward.

SECTION 4. Said property shall be zoned as R3.

SECTION 5. Thirty (30) days after passage and publication or posting of this Ordinance as authorized by law, the annexation shall be final and the property shall be within the corporate limits of the City of Benton, except as otherwise ordered by the Circuit Court pursuant to a cause of action filed within said thirty (30) day period.

SECTION 6. Within forty-five (45) days of the effective date of this ordinance, the City Clerk shall provide written notice, along with complete documentation, to the County Clerk of Saline County.

PASSED AND APPROVED this _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

ORDINANCE NO. 16 OF 2024

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING BENTON UTILITIES PURCHASE OF THE NECESSARY EQUIPMENT AND SERVICES TO REMOVE, REBUILD AND REINSTALL DRIVE ONE ON 100 FOOT CLARIFIER; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, Benton Utilities has an immediate need to remove, rebuild, and reinstall the drive on (1) 100-foot clarifier; and

WHEREAS, because Environmental Technical Sales (ETEC) is the sole supplier of the equipment and services to complete this removal, rebuild, and reinstall the drive on (1) 100-foot clarifier, it is necessary for Benton Utilities to purchase said equipment and services without competitive bidding in connection therewith; and

WHEREAS, the City Council of the City of Benton, Arkansas, wishes to authorize and approve the transaction described below.

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 services and equipment to remove, rebuild, and reinstall the drive on (1) 100-foot clarifier from ETEC, 7731 Office Park Blvd, Baton Rouge, LA, 70809. All actions of Benton Utilities in pursuing the purchase authorized herein prior to the formal adoption of this ordinance are hereby confirmed, ratified, and approved.

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

SECTION 3: Because ETEC is the sole provider of the services and equipment needed to ensure continued services of the wastewater treatment plant, an emergency exists, and this ordinance is necessary for the preservation of public peace, health, and safety. It shall be in full force and effective immediately from and after its passage and approval.

PASSED AND APPROVED this _____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



To: Benton, AR

Date 2/29/2024

To whom it may concern:

This document is to confirm that Evoqua Water Technologies is the sole source supplier for Evoqua brands including Davco™ and Envirex™ systems. Tow-Bro Clarifiers are only to be acquired by Evoqua and your local manufacturing representative Environmental Technical Sales.

Environmental Technical Sales is the Representative in your area. No one else is authorized to sell, solicit or manufacture our products in your area.

Evoqua is the sole source for trained and certified field service techs for our equipment.

If you should have any questions regarding this matter, please feel free to contact me.

Sincerely,

James Sayers

Evoqua Water

N19W23993 Ridgeview Pkwy, Suite 200

Waukesha, WI 53188

Tel: 262-521-8468

Fax: 262-521-8272



Evoqua Products and Services Proposal

Prepared For:

**ETEC (ENVIRONMENTAL TECHNICAL
SALES)**

7731 OFFICE PARK BLVD
BATON ROUGE, LA 70809

Quote #: 03210075

Transforming Water. Enriching Life.®

Proposal For: ETEC (ENVIRONMENTAL TECHNICAL
SALES)
ABAGAIL ALLY
7731 OFFICE PARK BLVD
BATON ROUGE, LA 70809
Phone: 225-295-1200
aally@etec-sales.com

Jeremy Finnel
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	Removal, Rebuild and reinstall of drive on (1) 100ft Clarifier	1 EA	\$88,348.05	\$88,348.05
2	W3T22480 KIT-REBUILD,TURNTABLE PARTS H40A-LT/HT	1 EA	\$5,738.58	\$5,738.58

Currency: USD

Quote Totals

Currency: USD

Item(s) Subtotal: \$94,086.63

Freight: \$250.00

Total Net Price: \$94,336.63

Proposal Notes

Service to be scheduled with receipt of PO

Material Escalation - Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 306.8 for Sep of 2023. If the MMPI exceeds 312.9 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 312.9.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative: Abby Ally
Company: Environmental Technical Sales, Inc.
List Address: 7734 Office Park Blvd
Baton Rouge, LA, 70809
Phone: (225) 295-1200
Email: aally@etec-sales.com

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 03-17-2024
- Payment terms are with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Sales Tax & GST

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to james.sayers@evoqua.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

You may also mail to:

Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188

Payment SHOULD NOT be sent to this above address.

STANDARD TERMS OF SALE

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within N30 - Net 30 days after receipt of invoice. Buyer shall pay interest on all late payments not received by the due date. The Buyer shall be charged the lesser rate of 1 ½% interest per month or the maximum interest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall also reimburse Seller for all costs incurred in collecting amounts due but unpaid, including without limitation, collections fees and attorneys' fees. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are FOB Shipping Point, or for international orders, ExWorks Seller's factory (INCO™ Terms 2020). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software, and other information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any written material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance. If Buyer requests a proposal for a change in the Work from Seller and subsequently elects not to proceed with the change, a change order shall be issued to reimburse Seller for reasonable costs incurred for estimating services, design services, and services involved in the preparation of proposed changes.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment, including overhead and profit, for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes, (with respect to on-site work) unusual weather conditions, epidemic, pandemic, communicable disease outbreak, quarantines, national emergency, or state or local order.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer, and Seller disclaims any warranty regarding such suitability. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the

earlier of (i) eighteen (18) months from delivery of the Work, or (ii) twelve (12) months from Buyer's initial operation of the Work, or in the case of services performed as part of the Work, ninety (90) days from the performance of the services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (i) operating and maintaining the Work in accordance with Seller's instructions, (ii) not making any unauthorized repairs or alterations, and (iii) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, improper thermal or electrical capacity, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend, and hold Buyer harmless from any claim, cause of action, or liability incurred by Buyer as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (i) promptly notifying Seller of any claim, and (ii) providing reasonable cooperation in the defense of any claim. Buyer shall indemnify, defend, and hold harmless Seller from any claim, cause of action, or liability incurred by Seller as a result of third-party claims for personal injury, death, or damage to tangible property, to the extent caused by Buyer's negligence. Buyer shall have the sole authority to direct the defense of and settle any such indemnified claim. Buyer's indemnification is conditioned on Seller (i) promptly notifying Buyer of any claim, and (ii) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business, and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may, in addition to any other available remedy, terminate this agreement for a material breach upon issuance of a written notice of the breach and expiration of a thirty (30) day cure period. In the event of (i) a voluntary or involuntary petition in bankruptcy, (ii) an assignment for the benefit of a creditor, or (iii) a receivership, liquidation, or dissolution, Seller may terminate the agreement immediately, in addition to seeking any other available remedy. If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** In the event of any claim, dispute, or controversy arising out of or relating in any way to this Agreement (collectively, a "Claim"), Seller and Buyer shall first negotiate in good faith in an effort to resolve the Claim. If, despite good faith efforts, the parties are unable to resolve a Claim through negotiations, the parties shall mediate the Claim in accordance with the commercial mediation procedures of the American Arbitration Association ("AAA"), with such mediation to take place in Pittsburgh, Pennsylvania. If the parties are unable to resolve the Claim through such mediation, then the Claim shall be resolved through final and binding arbitration pursuant to the commercial arbitration procedures of the AAA, with such arbitration to take place in Pittsburgh, Pennsylvania before one arbitrator, who shall have authority to rule on jurisdiction over the Claim. Seller and Buyer agree to the exclusive jurisdiction of the federal and state courts situated in Allegheny County, Pennsylvania for purposes of entering judgment upon the arbitrator's award. The substantially prevailing party, as determined by the arbitrator, shall be entitled to recover all costs, expenses, and charges, including, without limitation, reasonable attorneys' fees and expert witness fees, incurred in connection with the Claim. In case of an Agreement under which Seller ships the Work outside of the United States, or under which Seller's and Buyer's places of business are in different countries, any Claim which is not resolved by the good faith negotiations and mediation required by this Section shall then be determined by arbitration administered by the International Center for Dispute Resolution in accordance with its International Arbitration Rules, with such arbitration taking place in Pittsburgh, Pennsylvania, USA, before one arbitrator, with English as the language of the arbitration. This Agreement and any Claim shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law principles thereof.

12. **Export Compliance.** All items, and technologies, software, and work products are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations. Any diversion contrary to U.S. law is prohibited. Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal, and usage of the Work provided under this Agreement, including any export

license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned, or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **Anti-Kickback Statute - Discounts.** It is the intent of both Buyer and Seller to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. Seller shall provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

14. **Federal Program Participation.** Seller represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. Seller will notify Buyer of any change in the status of the representations and warranties set forth above.

15. **Limitation of liability.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE AGREEMENT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

16. **Miscellaneous.** These terms, together with any related Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Only in the event that the Work contemplated in this Order is related to the provision of medical devices, the following additional terms apply:

17. **Medical Devices Act and Regulatory Disclaimer.** Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify Seller within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or Seller (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and Seller within said period). Buyer will maintain adequate tracking for the Products to enable Seller to meet the FDA requirements applicable to the tracking of medical devices. Although Seller has the required registrations, approvals, and licenses (e.g., U.S. 510(k) pre-market notifications) for all or substantially all of its systems, the purchase of parts and system components from Seller does not provide 510(k) compliance or compliance under any other law, rule or regulation for Buyer's system.

Only in the event that the Work contemplated in this Order is related to the provision of leased or rented equipment ("Leased Equipment"), the following additional terms apply:

18. **Rental Equipment / Services.** Any Leased Equipment provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

Accepted by: _____

Print: _____

Date: _____

RESOLUTION NO. 40 OF 2024

A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF JANA HOGUE AS A COMMISSIONER TO THE PUBLIC UTILITIES COMMISSION; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, created the Public Utilities Commission by Ordinance No. 46 of 2004, which requires the City Council to approve the appointment of all Public Utilities Commissioners; and

WHEREAS, the City Council finds that it is in the best interest of the citizens to appoint Jana Hogue to the position of Commissioner of the Public Utilities Commission.

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

SECTION 1: Jana Hogue is hereby ratified and confirmed as a Commissioner of the Public Utilities Commission. The unexpired term of service will expire on December 31, 2028.

PASSED AND APPROVED this ____ day of March 2024.

Tom Farmer, Mayor

Cindy Stracener, City Clerk