

BENTON CITY COUNCIL MEETING

NOVEMBER 14, 2016

7:00 PM



AGENDA MEETING 6:30 PM



BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS

DAVID MATTINGLY, MAYOR

REGULAR SESSION
November 14, 2016
7:00 PM
AGENDA

- | | | |
|--------------|--|---|
| I. | Call to Order | Mayor Mattingly |
| II. | Invocation | |
| III. | Pledge of Allegiance | Alderwoman Reed |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | October 24, 2016
<i>Regular Meeting</i> |
| VI. | Youth of the Month
<i>Gavin Epperson – November 2016</i> | Morgan Red |
| VII. | Employee of the Month
<i>Sgt. Jeremy Riedmueller – October 2016</i> | Alderman Donnor |
| VIII. | ORDINANCE NO. 56 OF 2016
<i>AN ORDINANCE ANNEXING CERTAIN TERRITORY INTO THE CORPORATE LIMITS OF THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES</i> | Mayor Mattingly |
| IX. | RESOLUTION NO. 64 OF 2016
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE FUNDING OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION; AND FOR OTHER PURPOSES</i> | Mayor Mattingly |
| X. | RESOLUTION NO. 65 OF 2016
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE UNIVERSITY OF ARKANSAS AT LITTLE ROCK FOR THE LEASE OF C.W. LEWIS STADIUM; AND FOR OTHER PURPOSES</i> | Mayor Mattingly |
| XI. | COMMITTEE REPORTS & MOTIONS | |
| | 1. Finance Committee | Alderman Ponder |
| | 2. Community Services/Animal Control | Alderwoman Reed |
| | A.) ORDINANCE NO. 57 OF 2016
<i>AN ORDINANCE WAIVING CONSTRUCTION RELATED FEES FOR THE ACDI HEADQUARTERS DEVELOPMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | B.) RESOLUTION NO. 66 OF 2016
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH YCAT FOR CERTAIN FILMING SERVICES TO BE PROVIDED TO THE CITY; AND FOR OTHER PURPOSES</i> | |
| | C.) RESOLUTION NO. 67 OF 2016
<i>RESOLUTION LISTING BIDS RECEIVED, DETERMINING THE LOWEST AND BEST BID AND RECOMMENDATION OF AWARD OF CONTRACT FOR STREET DEPARTMENT BUILDING REHABILITATION WORK</i> | |

D.) ORDINANCE NO. 58 OF 2016

AN ORDINANCE RELATING TO LAND USE AND ZONING; ADOPTING AN IMMEDIATE MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ALL NEW OR EXISTING INSTALLATIONS, PERMITS, ERECTION, CONSTRUCTION, REPLACEMENT, MODIFICATION, OR IMPROVEMENT OF STATIC OR CHANGING ELECTRONIC, DIGITAL, OR CHANGEABLE MESSAGE BILLBOARDS OR 1 AND 2 POLE SIGNS IN ALL ZONING DISTRICTS ALONG ALCOA ROAD AND HIGHWAY 5 THAT ARE NOT TO BE ALTERED OR RELOCATED BY THE ROADWAY CONSTRUCTION FOR ALCOA ROAD AND HIGHWAY 5

3. Streets & Drainage Committee Alderman Cunningham

4. Personnel/Health & Safety Committee Alderman Donnor

ORDINANCE NO. 59 OF 2016

AN ORDINANCE ADOPTING THE CITY OF BENTON COMPENSATION PROGRAM DATED JANUARY 1, 2017; ADJUSTING THE PAY RATES FOR GENERAL FUND EMPLOYEES; REPEALING ORDINANCE 26 OF 2015, ORDINANCE 41 OF 2005 AND ORDINANCE 82 OF 2007 AS AMENDED; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

5. Parks Committee Alderman Lee

A.) RESOLUTION NO. 68 OF 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ARCHWAY GRAPHIC DESIGN, INC; APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES

B.) RESOLUTION NO. 69 OF 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ACE SIGN COMPANY; APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES

6. Public Utilities Commission Alderman Herzfeld

ORDINANCE NO. 60 OF 2016

AN ORDINANCE ACCEPTING A LOWER INTEREST RATE IN CONNECTION WITH A PUBLIC UTILITY REVENUE BOND OWNED BY THE ARKANSAS NATURAL RESOURCES COMMISSION; EXTENDING THE NON-PREPAYMENT PERIOD ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

7. A & P Commission Alderman Donnor/Ponder

ORDINANCE NO. 61 OF 2016

AN ORDINANCE ESTABLISHING CERTAIN REGULATIONS PERTAINING TO THE ISSUANCE OF A CITY PRIVILEGE LICENSE TO BUSINESSES WHICH ARE SUBJECT TO THE ADVERTISING AND PROMOTION TAX; AMENDING ORDINANCE 1 OF 1978; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

XII. Unfinished Business

XIII. New Business

XIV. Old Business

XV. Announcements

XVI. Adjourn

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
October 24, 2016
Benton Municipal Complex

The Benton City Council was called to order for a regular session at 7:00 pm.

The Mayor gave the invocation.

Alderman Cunningham led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

Alderman Frank Baptist	Alderman Kerry Murphy
Alderman Charles Cunningham	Alderman Evelyn Reed
Alderman Bill Donnor	Alderman Jerry Ponder
Alderman Judd Hart	Alderman James Herzfeld
Alderman Steve Lee	Alderman Lori Terrell
Brent Houston, City Attorney	Cindy Stracener, City Clerk
David Mattingly, Mayor	

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

The Mayor requested approval for the October 10, 2016 city council meeting minutes. Alderman Lee made a motion to approve the minutes, seconded by Alderman Cunningham. The Mayor called for a voice vote on the approval of the minutes. All aldermen replied in the affirmative. The minutes for the October 10, 2016 council meeting were approved with 10 affirmative votes.

The Mayor read a proclamation declaring October 29, 2016 as “Benton High School Class of 1966 Reunion Day” in the city of Benton. See attached.

Kevin Jones was named the September employee of the month.

Officer Brett Davidson was sworn in by Judge Arnold as a city of Benton police officer.

The next item on the agenda was committee reports and motions. Alderman Ponder was recognized for the Finance Committee report. Alderman Ponder asked for the first reading of Ordinance 51 of 2016 – An Ordinance Amending the 2016 Budget for the General Fund as Adopted in Ordinance 64 of 2015; Appropriating Funds for the Police Department; Authorizing the Purchase of Equipment for the Police Department from Utility, Inc.; Waiving Competitive Bidding; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Herzfeld. The ordinance was read by the city clerk. The purchase is for the complete package of body cameras, vehicle cameras, etc. The Mayor asked for any comments. Alderman Hart asked what the payments for this were. The Mayor stated that \$227,734 the first year, then \$100,000 for year 2 and year 3. Year 2017 and 2018 will be budgeted the rest is taken out of cash from this year’s operations. Alderman Murphy asked what other cities are using this system. Chief Lane stated that no other city in the state of Arkansas has the entire package. The city of Little Rock has part of the package. We traveled to Bear County, Texas to see their system and installation. Alderman Ponder asked

if this would provide every officer with a camera. Chief Lane stated yes. We have had car cameras and audio for the last 18 years and they are in dire need of updating. We started working a year and half ago on this system and with technology advances we wanted to find something that encompassed everything. We found that system with Utility and are very impressed with it. Alderman Ponder made a motion to suspend the rules. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 10 affirmative votes. Alderman Ponder made a motion to adopt Ordinance 51 of 2016 on its second and third readings. Seconded by Alderman Lee. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 51 of 2016 was adopted with 10 affirmative votes. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Ponder asked for the first reading of Ordinance 52 of 2016 – An Ordinance Amending the 2016 Budget for the General Fund as Adopted in Ordinance 64 of 2015; Accepting a Donation From the Downtown Merchants Association for the Purchase and Installation of a Sign Designating the City’s Historic District; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Lee. The ordinance was read by the city clerk. The Mayor asked for any comments. None. Alderman Ponder made a motion to suspend the rules. Seconded by Alderman Reed. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The motion to suspend was approved with 10 affirmative votes. Alderman Ponder made a motion to adopt Ordinance 52 of 2016 on its second and third readings. Seconded by Alderman Cunningham. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Roll call resulted in 10 affirmative votes; Ordinance 52 of 2016 was adopted. Alderman Ponder made a motion to adopt the emergency clause. Seconded by Alderman Reed. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Ponder made a motion to adopt Resolution 63 of 2016 – A Resolution Authorizing the City to Enter into a Contract with McClelland Engineers for an A.D.A. Self Evaluation of the Pedestrian Public Facilities Within the City; and For Other Purposes. Seconded by Alderman Terrell. The resolution was read by the city clerk. The Mayor asked for any comments. None. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes,

Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Resolution 63 of 2016 was adopted with 10 affirmative votes.

Alderman Reed was recognized for a report from the Community Service/Animal Control Committee. Alderman Reed asked for the first reading of Ordinance 53 of 2016 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas, Declaring an Emergency; and For Other Purposes. Seconded by Alderman Cunningham. The ordinance was read by the city clerk. This rezoning was requested by Sydney Tolhurst Cooper for property located at 3919 Edison Ave from R1-7.5 Residential One Family to CH Highway Commercial. The Mayor asked for any comments. None. Alderman Reed made a motion to suspend the rules for the second and third readings. Seconded by Alderman Cunningham. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 10 affirmative votes. Alderman Reed made a motion to adopt Ordinance 53 of 2016 on its second and third readings by title only. Seconded by Alderman Ponder. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 53 of 2016 was adopted with 10 affirmative votes. Alderman Reed made a motion to adopt the emergency clause. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Reed asked for the first reading of Ordinance 54 of 2016 – An Ordinance Rezoning Certain Land in the City of Benton, Saline County, Arkansas, Declaring an Emergency; and For Other Purposes. Seconded by Alderman Cunningham. The ordinance was read by the city clerk. The request was made by Jessica Parker for property located at 526 West South Street. They want to rezone the property from RM 3.75 Multifamily to Central Commercial District CC. The Mayor asked for any comments. None. Alderman Reed made a motion to suspend the rules for the second and third readings. Seconded by Alderman Ponder. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 10 affirmative votes. Alderman Reed made a motion to adopt Ordinance 54 of 2016 on its second and third readings by title only. Seconded by Alderman Ponder. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 54 of 2016 was adopted with 10 affirmative votes. Alderman Reed made a motion to adopt the emergency clause. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist yes, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld

yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 10 affirmative votes.

Alderman Reed asked for the first reading of Ordinance 55 of 2016 – An Ordinance Providing for a Conditional Use for a Hospital; Declaring an Emergency; and For Other Purposes. Seconded by Alderman Ponder. The ordinance was read by the city clerk. This property is located at 20477 I-30 South Lot 2 Alcoa Station. It was requested by the Embree Asset Group Inc. The Mayor asked for any comments. Alderman Baptist asked if they could explain the conditional use for a hospital further. Brad Peterson, Crafton Tull stated that the hospital is classified as a small hospital, the lot is just over 2 acres. It is partially developed with access roads. It is west of the Bank of the Ozarks. The hospital will have 24 hour operations, 8 inpatient beds with nursing services. There will be an emergency element to it. It will be a level 4 trauma center. It will have a small suite with CT and x-ray, dietary services, typical for a short term care hospital. There are no outpatient services just managed care, pain management, step down care. Alderman Baptist asked if there is currently anyone in the city operating and doing the same type of thing. Mr. Peterson stated not currently in the city of Benton. Alderman Baptist asked what was the benefit for the city. Aaron Ramirez, Embree Asset Group, Inc. stated convenience, to provide a facility with reduces waiting times. The patients would be receiving the same care as a large hospital just in a smaller package. Alderman Reed made a motion to suspend the rules. Seconded by Alderman Donnor. The Mayor asked that the roll be called on the motion to suspend. Roll called resulted in Alderman Baptist no, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Motion to suspend was approved with 9 affirmative and 1 negative vote. Alderman Reed made a motion to adopt Ordinance 55 of 2016 on its second and third readings by title only. Seconded by Alderman Ponder. The ordinance was read by title only. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist no, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. Ordinance 55 of 2016 was adopted with 9 affirmative and 1 negative vote. Alderman Reed made a motion to adopt the emergency clause. Seconded by Alderman Donnor. The Mayor asked that the roll be called. Roll called resulted in Alderman Baptist no, Alderman Murphy yes, Alderman Cunningham yes, Alderman Reed yes, Alderman Donnor yes, Alderman Ponder yes, Alderman Hart yes, Alderman Herzfeld yes, Alderman Lee yes, and Alderman Terrell yes. The emergency clause was adopted with 9 affirmative and 1 negative vote.

Alderman Reed stated that the Community Service Committee would be meeting tomorrow.

Alderman Cunningham was recognized for Streets and Drainage Committee report. He stated that he had nothing to report.

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

Alderman Lee was recognized for a report from the Parks Committee. He stated that he had nothing to report.

Alderman Herzfeld was recognized for a report from the Public Utility Commission. He stated that he had nothing to report.

Alderman Ponder was recognized for the Advertising and Promotion Commission report. He stated that he had nothing to report.

There was not any unfinished, new or old business.

The Mayor stated that a special called community service committee meeting will be held tomorrow night concerning the engineer report on the Palace Theater. City Hall will be closed on November 11, 2016. A special meeting will be held on November 15th to review the new zoning ordinance.

The meeting adjourned at 7:33 pm.

Cindy Stracener, City Clerk

David Mattingly, Mayor

Proclamation

WHEREAS, October 29, 2016 has been set aside in Benton Arkansas as a time for recognition of the Benton High School Class of 1966 and a celebration of their 50th Class Reunion; and

WHEREAS, for the past 50 years, the members of this class have been outstanding examples of community minded citizens who have served as important role models to the young men and women in their communities; and

WHEREAS, the members of the class of 1966 who live in Benton, Arkansas, will be joined by fellow classmates from across the country who have made a special effort to be part of this celebration; and

WHEREAS, although the reunion will be a time of joy in seeing old friends and remembering good times, it will also be an opportunity to recall the past friendships of the members of the class who are deceased; and

WHEREAS, the City of Benton hopes this 50-year reunion of the Benton High School Class of 1966 will be memorable and enjoyable for the members and their families.

NOW, THEREFORE, I David Mattingly, acting under my authority as Mayor of the City of Benton, Arkansas, do hereby proclaim October 29, 2016, as

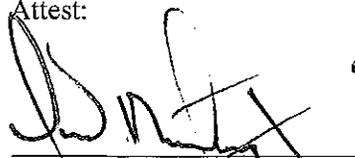
“BENTON HIGH SCHOOL CLASS OF 1966 REUNION DAY”

in the City of Benton and encourage all citizens to join me in honoring this worthy observance.

IN WITNESS HEREOF, I have hereunto set my hand and caused the Seal of the City of Benton, Arkansas to be affixed at City Hall this 24th day of October in the year of our Lord, two thousand and sixteen.



Attest:


David Mattingly, Mayor
City of Benton

ORDINANCE NO. 56 OF 2016

AN ORDINANCE ANNEXING CERTAIN TERRITORY INTO THE CORPORATE LIMITS OF THE CITY OF BENTON, SALINE COUNTY, ARKANSAS; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, Fred Swaim and Edith Mae Swaim Trustees of the Fred Swaim and Edith Mae Swaim Joint Revocable Trust, the property owner, filed a petition with the County Court of Saline County, Arkansas, to annex certain contiguous property hereinafter described, into the corporate limits of the City of Benton, Saline County, Arkansas, and

WHEREAS, on the 11th day of October, 2016, Jeff Arey, Saline County Judge, determined that said petition should be granted and that the property hereinafter described should be released from Saline County and annexed to the corporate limits of the City of Benton, Saline County, Arkansas; and

WHEREAS, more than thirty (30) days has expired since entry of said decree and the City of Benton desires to accept said property into the City.

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

Section 1: That the property hereinafter described is hereby annexed and made a part of the City of Benton, Saline County, Arkansas, and being more fully described as follows, to wit:

All that part of the Southeast Quarter of the Northeast Quarter of Section 30, Township 1 South, Range 14 West, Saline County, Arkansas, more fully described as follows: Commencing at a ½” diameter rebar marking the Southwest corner of said Southeast Quarter of the Northeast Quarter; thence North 01 deg. 15 min. 44 sec. East, along the West line thereof for 562.39 feet to rebar with cap #568; thence North 53 deg. 52 min. 24 sec. East, leaving said West line for 290.41 feet to a ½” diameter rebar with cap #1199 and the point of beginning of the property to be described herein; thence continue North 53 deg. 52 min. 24 sec. East for 60.19 feet to a ½” diameter rebar with cap #1199; thence North 09 deg. 20 min. 39 sec. West for 138.38 feet to the centerline of State Highway No. 5; thence North 55 deg. 51 min. 34 sec. East, along said centerline for 145.16 feet; thence South 10 deg. 42 min. 35 sec. East, leaving said centerline for 315.96 feet; thence North 83 deg. 02 min. 41 sec. West for 200.84 feet to the point of beginning, containing 0.85 acre, more or less.

Section 2: Said property shall be zoned as Highway Commercial and shall be used for the purposes of a commercial retail development.

Section 3: Because of the need to proceed with a retail commercial development which will be placed on this property and which will be of benefit to the local community and economy, an emergency is hereby declared and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of November, 2016.

David Mattingly, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO 64 OF 2016

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE FUNDING OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton and Saline County have jointly paid for the operations of the Saline County District Court – Benton Division pursuant to a contract which is set to expire December 31, 2016; and

WHEREAS, it has been determined that it is in the best interest of the city to enter into a new agreement with Saline County for the joint operations of the court.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with Saline County for the operations of the Saline County District Court – Benton Division. This contract is attached hereto as Exhibit “1”.

PASSED AND APPROVED this the _____ day of November, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk

INTERLOCAL AGREEMENT

Between

THE CITY OF BENTON, ARKANSAS

and

SALINE COUNTY, ARKANSAS

January 1, 2017

THIS AGREEMENT, entered into this 1st day of January, 2017, between SALINE COUNTY, ARKANSAS (hereinafter referred to as the "County"), and THE CITY OF BENTON, County of Saline, State of Arkansas (hereinafter referred to as the "City"):

WITNESETH

1. The County and the City agree to the joint operation of the Saline County District Court-Benton Department, which is located in the Saline County Extension Complex at 1605 Edison Avenue, Benton, Saline County, Arkansas. The parties agree to share the costs of the operation of said court to include the following:

A. Rent. Calculated at the rate of Eight Dollars (\$8.00) per square foot of the area occupied by the court (approx. 5,600 sq. ft.);

B. Salaries. The amount of salaries to be paid to employees of the District Court shall be as determined by the salary schedule as adopted by the Saline County Quorum Court. "Personal Services" shall include the following:

- i. Employer's portion of FICA (7.65% of gross salaries in 2017);
- ii. Saline County Health Insurance Plan (Four Hundred Fifty-nine Dollars and Seventy-three cents (\$459.73) per employee, per month in (based on 2017);
- iii. Life Insurance (Two Dollars and Twenty-nine Cents (\$2.29) per employee, per month, with a renewal date June 1;
- iv. Dental Insurance, currently Twenty-Four Dollars and Fifty cents (\$24.50) per employee, per month, renewal date June 1;
- v. Unemployment Insurance, currently budgeted at 2.0% of gross salaries;
- vi. Retirement 14.50% of gross salaries from Jan. 1 to June 30; 14.75% from July 1 to Dec. 31; and
- vii. Workman's Compensation currently at .019% of salaries.

The City of Benton will be billed for actual personal services amounts incurred by the County for the 2017 budget year.

C. Office supplies and other services and charges; and

D. Purchase price and maintenance of office equipment; and

E. Court Security Officer Expenses for the officers assigned to the Saline County District Court-Benton Department.

2. The District Court will submit its proposed budget to the Quorum Court Finance Committee and the City Council Finance Committee by the deadline required by the respective committees. A conference committee consisting of two (2) members of each of the governing bodies' Finance Committees shall meet with the District Judge no later than November 15th of each year to consider the proposed budget request. After the proposed budget is agreed upon it will be forwarded to the Saline County Quorum Court for adoption.

3. All employees of the District Court are, for purposes of this Agreement, employees of Saline County and will be participants in the schedule of salary and benefits of Saline County, as contained in the "Saline County Personnel Policy".

4. The County shall submit to the City, monthly, a bill for the City's share of the cost named in Paragraph 1 of this Contract, and the City will, upon receipt of such bill, cause a warrant to be issued to the Saline County Treasurer, in full payment for such costs. This cost shall be calculated on a pro-rata basis with the City responsible for fifty percent (50%) of the costs and Saline County responsible for fifty percent (50%) of the costs. Each party shall share the costs for the operational expenses for District Court based on this percentage.

5. An Independent Accountant's report on the District Court cash disbursements will be performed by June 30th for the preceding year. Both parties may participate in the report and have equal access to the accountant, his records and the records of the District Court. The parties shall select the accountant by April 1, 2017. The costs for obtaining such a report shall be split equally between the City and the County. Additionally, the parties may review any and all financial accounts of the District Court at any time. The District Court shall also provide a copy of all audits of the court to the Saline County Judge and to the Benton City Mayor within a reasonable time of the receipt of same.

6. Non-Assignability. Neither party shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder to any other party, either corporate or political, during the effective lifetime of this Agreement.

7. Governing Law: No Oral Change. This Agreement sets forth the entire understanding of the parties relating to the operation of the Saline County District Court-Benton Department, supersedes all prior agreements, written or oral, relating to the Saline County District Court-Benton Department, and shall be governed by the laws of the State of Arkansas applicable to agreements made and performed therein, and may not be changed or terminated orally.

8. Duration. The term of this Agreement shall be one (1) year, beginning January 1, 2017, and ending at the close of business on December 31, 2017, and shall be renewable upon the mutual written agreement of the parties.

WITNESS the following signatures and seals:

For the City of Benton:

For the County of Saline:

David Mattingly as Mayor of Benton

Jeff Arey as Saline County Judge

RESOLUTION NO. 65 OF 2016

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH
THE UNIVERSITY OF ARKANSAS AT LITTLE ROCK FOR THE LEASE OF
C.W. LEWIS STADIUM; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton and UALR desire to enter into an extension of the
lease agreement for the use of C.W. Lewis Stadium; and

WHEREAS, UALR has offered to enter into t two year extension of the existing
lease of C.W. Lewis Stadium, a copy of which is attached hereto as Exhibit "1".

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

SECTION 1: The Mayor or his designee is hereby authorized to execute, on behalf
of the City of Benton, a lease extension with UALR for the use of C.W. Lewis
Stadium. This agreement is attached hereto as Exhibit "1" C. W. Lewis Stadium
shall continue to be designated as park property during the term of the lease.

PASSED AND APPROVED this the _____day of November, 2016.

David Mattingly, Mayor

Cindy Stracener, City Clerk

AMENDMENT TO LEASE AGREEMENT

This writing serves to amend the Lease Agreement entered into by and between the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Little Rock (hereinafter "Lessor"), and the City of Benton, Arkansas (hereinafter "Lessee") for the real property commonly known and referred to as the C.W. Lewis Stadium located in Benton, Arkansas.

1. **TERM:** The term of the Lease shall be extended for two (2) years, commencing at the expiration of the original Lease on August 31, 2016, and ending on August 31, 2018.

2. **INDEMNIFICATION:** Lessee shall also indemnify, defend, and hold harmless Lessor and its trustees, officers, employees, and agents on demand for, from, and against any and all losses, liabilities, suits, judgments, obligations, fines, penalties, claims, costs and expenses (including reasonable attorneys' fees) arising out of Lessee's use of the Lessor's facility including, but not limited to, claims relating to property damage, personal injury or death.

3. **INCORPORATION OF LEASE AGREEMENT:** All of the terms and conditions of the original Lease Agreement not specifically amended herein are incorporated by reference and shall remain in full force and effect.

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS ACTING FOR
AND ON BEHALF OF THE UNIVERSITY OF
ARKANSAS AT LITTLE ROCK
LESSOR

By: _____

Date: _____

CITY OF BENTON, ARKANSAS
LESSEE

By: _____

Date: _____

ORDINANCE NO. 57 OF 2016

AN ORDINANCE WAIVING CONSTRUCTION RELATED FEES FOR THE ACDI HEADQUARTERS DEVELOPMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas has assessed certain fees which are to be charged for the issuance of building permits, conducting inspections, stormwater fees which are associated with construction and renovation of properties for the ACDI (Access Control Devices Inc.); and

WHEREAS, the City Council recognizes the potential economic impact derived from this development and the significant initial and projected full time salaries being greater than \$1 million; and

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

SECTION 1: All building permit fees, inspection fees, and stormwater fees for the construction of the ACDI Headquarters Development are hereby waived, however contractors will be required to obtain permits and inspections.

SECTION 2: All other ordinances in conflict with this Ordinance are hereby repealed to the extent that such a conflict exists, but not otherwise. It is hereby found and determined that there is an immediate need to adopt this ordinance in order to proceed with the project. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED and APPROVED this the _____ day of November, 2016.

David J. Mattingly

Mayor

Attest:

Cindy Stracener
City Clerk

RESOLUTION NO. 66 OF 2016

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN
AGREEMENT WITH YCAT FOR CERTAIN FILMING SERVICES TO BE
PROVIDED TO THE CITY; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton presently has a need for certain filming services; and

WHEREAS, these services, include filming City Council meetings, committee meetings at the request of the committee chair, and certain recordings for the various departments of the city, which are needed from time to time; and

WHEREAS, Your Community Access Television (YCAT) a not for profit corporation has submitted a proposal to the City Council for continuing these services; and

WHEREAS, the City Council desires to allow YCAT to continue providing the city's filming needs.

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

SECTION 1: The City Council hereby authorizes and directs the Mayor and City Clerk to execute the Memorandum of Understanding which is attached hereto as Exhibit "A" for the services stated above.

PASSED AND APPROVED this the ____ day of _____, 2016.

David Mattingly, Mayor

Cindy Stracener, City Clerk

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

WHEREAS, the City of Benton, Arkansas is a city of first class situated in Saline County, Arkansas; and

WHEREAS, Your Community Access Television, a not for profit Arkansas Corporation (YCAT), desires to provide certain filming services for the City; and

WHEREAS, the City of Benton desires to contract with YCAT, to provide certain filming services, as more fully described herein

NOW, THEREFORE, in exchange for the mutual promises made herein, the consideration for which is hereby acknowledged, the parties hereto agree as follows, to-wit:

SECTION 1: YCAT shall record all Benton City Council meetings, whether regular or specially called; and other governmental meetings at the request of the Mayor, a Benton Alderman or a City Commissioner, if the request is made in writing; and any other recording requested by a department head of the city

SECTION 2: For the services rendered herein, YCAT shall be paid a monthly fee of \$350.00. YCAT shall provide all DVD's necessary for completing its tasks herein.

SECTION 3: YCAT shall provide copied of all City Council meetings on DVD to the City Clerk within seven (7) days of recording of same.

SECTION 4: The term of this agreement shall be for one (1) year beginning on January 1, 2017, and shall conclude on December 31, 2017.

SECTION 5: Should the City of Benton determine that YCAT has breached its obligations herein, YCAT shall be given a minimum of thirty (30) days in which to cure the deficiencies, upon proper notice. Should YCAT fail to cure the breach(s) within the time given, the City Council of the City of Benton may terminate this agreement. YCAT, upon notice of termination will cease filming immediately unless the notice contains a date for filming to cease.

SECTION 6: Should YCAT, for whatever reason, decide to discontinue its' operations, it shall give the city at least ninety (90) days' notice of its intention to do so.

Dated this the ____ of _____, 2016

David Mattingly, Mayor

Cindy Stracener, City Clerk

YCAT, Authorized Representative

RESOLUTION NO. 67 OF 2016

**RESOLUTION LISTING BIDS RECEIVED, DETERMINING THE
LOWEST AND BEST BID AND RECOMMENDATION OF AWARD
OF CONTRACT FOR STREET DEPARTMENT BUILDING
REHABILITATION WORK**

WHEREAS, the City of Benton, Arkansas has advertised for bids for Building Renovations for the Street Department Building Rehabilitation, Benton, AR, and

WHEREAS, the lowest bids have been received as follows:

	<u>Base Bid</u>
1. Bradford Scruggs, LLC	\$90,000.00
2. Goslee Construction Corporation	\$114,600.00

WHEREAS, the City of Benton, Arkansas, has examined the bid tabulation and is of the opinion that the bid of Bradford Scruggs, LLC is the lowest and best bid for Building Renovations for the Street Department Building Rehabilitation,

NOW, THEREFORE, BE IT RESOLVED BY the City of Benton, Arkansas.

1. That the bid of Bradford Scruggs, LLC in the amount of \$90,000.00 is hereby accepted.
2. That David J. Mattingly, Mayor of the City of Benton, Arkansas is authorized to prepare and execute on behalf of the City of Benton, Arkansas, all necessary contracts and documents relating thereto, with low bidder named hereinabove, and the said low bidder shall be informed.

PASSED AND APPROVED this the _____ day of November, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk

October 18, 2016

Tony Floyd, Manger
City of Benton Street Department
305 Hazel St.
Benton, AR 72015

RE: LR16-5736 Benton Street Department Storage Building Rehabilitation

Mr. Tony,

We opened bids at the City of Benton for the above mentioned project on Wednesday, October 12, 2016. Bradford Scruggs, LLC. was the apparent low bidder with a total amount bid of \$90,000.00. We have reviewed the contractors experience in building construction and renovation. From the information we have gathered, we find no reason not to recommend Bradford Scruggs, LLC. for the Street Department Storage Building Rehabilitation. If you have any questions or concerns, please feel free to contact me.

Sincerely,
McClelland Consulting Engineers, Inc.



Braden Davidson, E.I.
Project Designer

CERTIFIED BID TAB

PROJECT: LR16-5736 Benton Street Department Storage Building Rehabilitation
 BID LOCATION: Mayor's Conference Room, at City Hall, Benton, AR
 BID TIME & DATE: 2:00 P.M. on October 12, 2016

Certified By:

Maneesh Krishnan
 Maneesh Krishnan, P.E., License #15912

10/13/16

Item No.	Description	Units	Qty.	Bradford Scruggs, LLC 0192910317		Goslee Construction Corporation 0033030417		Jane Construction, LLC 0274270517		Shields & Associates, Inc. 0172580117		AMR Construction, LLC 0160780317			
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost		
1	Site Preparation	LS	1	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$7,304.00	\$7,304.00	\$15,000.00	\$15,000.00	\$15,000.00	\$2,594.00	\$2,594.00	
2	Fabrication and Installation of Structure Steel Framing	LS	1	\$24,000.00	\$24,000.00	\$14,000.00	\$14,000.00	\$25,875.00	\$25,875.00	\$25,000.00	\$25,000.00	\$25,000.00	\$21,550.00	\$21,550.00	
3	Installation of 10'x10' Garage Door with Vertical Track Assembly	LS	1	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$1,920.00	\$1,920.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,725.00	\$1,725.00	
4	Installation of 14'x14' Garage Door with Vertical Track Assembly	LS	1	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$2,166.00	\$2,166.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,875.00	\$2,875.00	
5	Installation of 48"x80" Steel Door	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$1,440.00	\$1,440.00	\$2,200.00	\$2,200.00	\$2,200.00	\$3,105.00	\$3,105.00	
6	Installation of Steel Sliding	LS	1	\$18,000.00	\$18,000.00	\$8,500.00	\$8,500.00	\$16,471.00	\$16,471.00	\$12,500.00	\$12,500.00	\$12,500.00	\$9,660.00	\$9,660.00	
7	Removal and Disposal of Existing Windows	LS	1	\$1,000.00	\$1,000.00	\$1,500.00	\$1,500.00	\$6,314.00	\$6,314.00	\$3,000.00	\$3,000.00	\$3,000.00	\$575.00	\$575.00	
8	Installation of Reinforced CMU Wall	LS	1	\$2,000.00	\$2,000.00	\$5,200.00	\$5,200.00	\$4,542.00	\$4,542.00	\$6,000.00	\$6,000.00	\$6,000.00	\$1,769.00	\$1,769.00	
9	Installation of Exterior Brick Wall	LS	1	\$1,000.00	\$1,000.00	\$2,200.00	\$2,200.00	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,419.00	\$1,419.00	
10	Removal and Replacement of Existing Downspouts and Connectors	LS	1	\$3,000.00	\$3,000.00	\$4,200.00	\$4,200.00	\$8,235.00	\$8,235.00	\$2,400.00	\$2,400.00	\$2,400.00	\$1,150.00	\$1,150.00	
11	Removal and Replacement of Existing Ventilation Piping	LS	1	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$4,428.00	\$4,428.00	\$700.00	\$700.00	\$700.00	\$863.00	\$863.00	
12	Installation of 25'x10' Metal Awning	LS	1	\$8,000.00	\$8,000.00	\$9,500.00	\$9,500.00	\$9,624.00	\$9,624.00	\$3,600.00	\$3,600.00	\$3,600.00	\$5,750.00	\$5,750.00	
13	Interior and Exterior Painting, Complete.	LS	1	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$13,898.00	\$13,898.00	\$29,000.00	\$29,000.00	\$29,000.00	\$15,663.00	\$15,663.00	
14	Installation of Insulation	LS	1	\$5,000.00	\$5,000.00	\$24,000.00	\$24,000.00	\$6,588.00	\$6,588.00	\$17,500.00	\$17,500.00	\$17,500.00	\$32,500.00	\$32,500.00	
15	Miscellaneous (Mobilization, Demobilization, Bonds, Insurance, As-Built Record Drawings, and Any Items not Covered Elsewhere to Complete the Project per the Drawings and Specifications).	LS	1	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$15,926.00	\$15,926.00	\$9,500.00	\$9,500.00	\$9,500.00	\$47,200.00	\$47,200.00	
TOTAL AMOUNT BID:				\$90,000.00	\$90,000.00	\$114,600.00	\$114,600.00	\$128,331.00	\$128,331.00	\$132,400.00	\$132,400.00	\$148,398.00	\$148,398.00	\$148,398.00	\$148,398.00

**WORK ORDER NO. 33
ENGINEERING SERVICES
FOR
BENTON STREET DEPARTMENT STORAGE
BUILDING REHABILITATION
THE CITY OF BENTON
BENTON, ARKANSAS**

This Work Order amends Articles 1,2, and 5 of the Basic Agreement executed the **19th day of June, 2014**, between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER and the City of Benton, Arkansas, hereinafter referred to as the OWNER on this the ____ day of _____, 2016.

ARTICLE 1

The City of Benton desires to rehabilitate an existing storage building including installation of new steel siding, two (2) new automatic garage doors, one (1) steel entrance door, new downspouts, insulation, and painting all existing and new siding.

Task 1 – Topographic Survey

The Engineer will:

Prepare topographic survey to be used in design of the above improvements.

Task 2 – Design

The Engineer will:

- Perform site design of improvements
- Prepare drawings and specifications to submit to the Owner as necessary for approval.
- Advertise the project in a newspaper with state wide circulation
- Assist with bidding and attend the bid opening

Task 3 – Services During Construction

The Engineer will:

- Perform site visits as necessary.
- Attend pre-construction meeting.
- Review submittals.
- Prepare monthly pay requests.
- Prepare punch-list.
- Attend final walk through.
- Provide other construction administration activities as necessary.

ARTICLE 2

The compensation for services to be provided in Article 1 shall be as follows:

Task 1 – Topographic Survey

Compensation for Engineering Services related to Task 1 shall be a lump sum fee of \$500.

Task 2 – Design

Compensation for Engineering Services for Task 2 shall be based on a percent of construction cost of 11.0%, plus direct expenses.

Task 3 – Services During Construction

Compensation for services during construction for Task 3 shall be based on an hourly rate plus direct expense basis. See Attachment A for current hourly rates.

ARTICLE 5

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

FOR THE CITY OF BENTON, ARKANSAS

By: _____

David Mattingly, Mayor

Dated this 27 day of Oct, 2016

Attest:

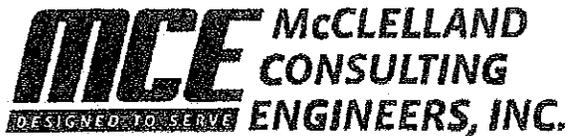
FOR McCLELLAND CONSULTING ENGINEERS, INC.

By: _____

Stacy E. Akin P.E., Principal

Dated this _____ day of _____, 2016

Attest:



2016
McCLELLAND CONSULTING ENGINEERS, INC.
***STANDARD HOURLY RATES**
 As of January 1, 2016

Clerical	\$45.00 - \$66.00
Construction Observer	\$55.00 - \$110.00
Chief Draftsman	\$75.00 - \$90.00
Draftsman	\$60.00 - \$70.00
Engineering Technician	\$55.00 - \$105.00
Environmental Scientist/Designer	\$104.00 - \$109.00
Geotech Engineer	\$84.00 - \$127.00
Principal Engineer	\$150.00 - \$220.00
Project Engineer	\$85.00 - \$200.00
Sr. Project Engineer	\$110.00 - \$120.00
Landscape Architect	\$60.00 - \$109.00
Media Specialist	\$69.00 - \$131.00
Project Accountant	\$60.00 - \$109.00
Project Manager	\$115.00 - \$135.00
Sr. Project Manager	\$140.00 - \$210.00
Registered Land Surveyor	\$102.00 - \$120.00
Soils Lab Technician	\$42.00 - \$56.00
Specification Writer	\$50.00 - \$75.00
Survey Party Chief	\$75.00 - \$80.00
Survey (2 man or Robotic) Crew	\$117.00 - \$155.00
Survey (3 man) Crew	\$135.00 - \$175.00
Survey Field (1 Man or Rodman)	\$45.00 - \$85.00
Survey Technician	\$52.00 - \$95.00
Water Lab Supervisor	\$68.00 - \$85.00
Expenses	@ Cost
Mileage	57.5/mi

current IRS rate

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

ORDINANCE NO. 58 OF 2016

AN ORDINANCE RELATING TO LAND USE AND ZONING; ADOPTING AN IMMEDIATE MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR ALL NEW OR EXISTING INSTALLATIONS, PERMITS, ERECTION, CONSTRUCTION, REPLACEMENT, MODIFICATION, OR IMPROVEMENT OF STATIC OR CHANGING ELECTRONIC, DIGITAL, OR CHANGEABLE MESSAGE BILLBOARDS OR 1 AND 2 POLE SIGNS IN ALL ZONING DISTRICTS ALONG ALCOA ROAD AND HIGHWAY 5 THAT ARE NOT TO BE ALTERED OR RELOCATED BY THE ROADWAY CONSTRUCTION FOR ALCOA ROAD AND HIGHWAY 5

WHEREAS the City regulates signs and displays on signs in all zoning districts to reduce potential traffic safety hazards and visual blight, and

WHEREAS billboards and 1 and 2 pole signs are currently permitted in several zoning districts in the City, and

SECTION 1: That the “WHEREAS” clauses above are hereby adopted by reference as the City Council’s findings of fact, as if fully set forth herein.

SECTION 2: That a moratorium is hereby adopted on the permitting, installation, erection, or construction of any new billboard and 1 or 2 pole signs or digital billboard or the alteration, modification, or replacement of any existing billboard, and 1 or 2 pole signs in all zoning districts along Alcoa Road from Benton Parkway to Highway 5, and along Highway 5 from Bryant city limits to the junctures of Military, I-30, Browning and Longhills, not included in the road construction, and such moratorium to be affective for a period of three (3) years or until all roadway widening construction is completed for Alcoa and Highway 5. The moratorium applies in all zoning districts. Monument type signs will be allowed in appropriate zoned district(s) and the Static advertising copy of existing billboards may continue to be changed.

SECTION 3: For the purposes of this moratorium, “billboard” or 1 and 2 pole sign means an on or off-premise advertising pole sign. This type of sign is generally composed of poster panels or bulletins mounted on a building wall or free-standing structure, or painted directly on the wall or free-standing, structure.

SECTION 4: That for purposes of this moratorium, “digital billboard or panel of a digital pole sign” means an on or off- premise advertising 1 or 2 pole sign, utilizing digital message technology capable of changing the message or copy on the sign electronically.

SECTION 5: That all ordinances and part of ordinances of a permanent and general nature in effect at the time of adoption of this ordinance and not included herein, are hereby repealed where they are in conflict with the provisions of this ordinance;

SECTION 6: It being immediately necessary for the preservation of the public peace, health, and safety of the City of Benton, Arkansas, and the inhabitants thereof,

an emergency is hereby declared to exist; by reason thereof this ordinance shall take effect and be in full force and effect from and after its passage and publication.

PASSED and APPROVED this the _____ day of November 2016.

David J. Mattingly

Mayor

Attest:

Cindy Stracener

City Clerk

Ordinance No. 59 of 2016

AN ORDINANCE ADOPTING THE CITY OF BENTON COMPENSATION PROGRAM DATED JANUARY 1, 2017; ADJUSTING THE PAY RATES FOR GENERAL FUND EMPLOYEES; REPEALING ORDINANCE 26 OF 2015, ORDINANCE 41 OF 2005 AND ORDINANCE 82 OF 2007 AS AMENDED; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, the City of Benton recently conducted a review of the compensation policies for the city general fund employees; and,

WHEREAS, the City Council desires to adopt a new salary scale as well as state the compensation policies for the city.

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

SECTION 1. The City of Benton does hereby adopt, by reference, Exhibit "1" of this ordinance the City of Benton Compensation Program dated January 1, 2017. The pay ranges contained therein including all compensation incentives stated therein shall constitute the salary pay ranges for all general fund employees. The pay ranges and any incentive programs for each job classification or job title are designated within the exhibit.

SECTION 2. The compensation program stated in Exhibit "1" shall be in effect as of January 1, 2017.

SECTION 3. Wages for any employee, who is presently being paid less than the minimum pay under this new wage scale, shall be increased to the minimum pay on the scale for their job classification.

SECTION 4. All City of Benton Ordinances, Resolutions, Employee Personnel Policies, and parts thereof, in direct conflict with this ordinance are hereby repealed to the extent of such direct conflict, but not otherwise. Ordinance 26 of 2015, Ordinance 41 of 2005 and Ordinance 82 of 2007 as amended are hereby repealed as of the effective date of this ordinance.

SECTION 5. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

SECTION 6. There is an immediate need to amend and revise the employee wage scale for the City of Benton. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk



City of Benton

Compensation Program

effective

January 1, 2017

The City of Benton believes that it is in the best interest of both the community we serve and our employees to fairly compensate our work force for the value of the work provided. An independent firm was engaged by the City of Benton to evaluate salaries of employees and provide a compensation program with the following objectives:

- To provide salary ranges that are fair and internally equitable;**
- To provide salary ranges that are externally competitive with relevant labor markets**

This salary structure supersedes all previous policies concerning salary administration and compensation practices for full-time employees of the City of Benton. These policies will be reviewed on an ongoing basis and necessary changes addressed through approval of the City Council Personnel Committee.

Base and/or Merit adjustments, as available, will be established annually and may carry different allocations from year to year. The City of Benton Personnel Committee will review the salary scale annually and may declare an adjustment to reflect the competitive wage marketplace.

NEW HIRES

No employee will be hired below the minimum of the salary range for the classification. Department Supervisors will have the discretion to request a new hire salary up to the mid-point of the salary range of the grade, based upon the employee's qualifications with approval of the Human Resources Manager. Any salary recommendation in excess of the midpoint of the range will require the approval of the Mayor prior to the salary offer.

Department Supervisors should ensure that internal equity exists in the salary structure before a salary is offered to an applicant.

PROMOTIONS

A promotion is a process by which a regular full-time employee moves to a job title that has a higher grade and salary range. When moving to a position with a new job description and higher salary range, the promotional increase will be the greater of three percent (3%) of base pay or the minimum of the new position salary range. In no instance shall a promotional increase result in a salary that exceeds the maximum of the salary range of the new position.

DEMOTIONS

In the event of a voluntary demotion, the employee's salary will be reduced relative to their ability to perform at the new position not to exceed the third quartile of the job title/position. If other employees are in the same position, the new salary may not exceed the salary paid to any other employee of equal time in grade and equal performance evaluation under the same job description. If the demotion occurs within one year of a promotion, the employee will be returned to his previous salary with addition of any cost of living adjustments made in the interim when returned to the position from which they were promoted or to job of similar duties.

In the event of involuntary or disciplinary demotion, the employee's salary will be reduced to a level reflecting their job performance qualifications, not to exceed the midpoint of the new position.

All demotions require the approval of the Human Resources Manager and the Mayor.

LATERAL TRANSFERS

A lateral transfer is defined as the movement of a regular full-time employee to a classification which has the same grade and salary range. Lateral transfers do not result in salary adjustments.

STATUS CHANGE PROCEDURE

If a supervisor has reason to believe a position needs to be reclassified due to change in duties, increased educational or experience requirements, etc. a Job Classification Review Request may be completed and submitted to Human Resources for completion of a Position Analysis. If the review results in an upgrade in Job Class the employee will be eligible for an increase equal to no less than the minimum of the new salary range. Job Classification Review Requests may not be submitted more than once in a twelve month period.

SERVICE RECOGNITION

With the exception of Public Safety positions, which carry a separate time in service scale, it is the goal that employees with acceptable performance reach the midpoint of their salary range at 10 years of service. Department Managers are authorized to propose that salary for mayoral approval.

**CITY OF BENTON
JOB CLASSIFICATION REVIEW REQUEST**

A review of a position's classification or grade may be initiated by the Department Supervisor or the Mayor. This form should be completed and forwarded to the Human Resources Department.

JOB TITLE AND GRADE:

DEPARTMENT:

SUPERVISOR:

(Additional pages may be attached.)

1. List all duties in the current job description which are no longer performed.

2. List all duties performed which are not included in the current job description.

3. List all factors or changes in duties which may not be adequately reflected in the current job description.

SIGNATURE

DATE

Received:

City of Benton Pay Ranges effective 01/01/2017

Department Job Title	FLSA		Hourly			Annual		
	Status	Grade	Min	Mid	Max	Min 80%	Mid Midpoint	Max 120%
	N-Nonexempt E-exempt							
Animal Control								
Kennel Worker	N	2	\$9.63	\$12.04	\$14.44	\$20,028.00	\$25,035.00	\$30,042.00
Animal Services Kennel Master	N	5	\$11.25	\$14.06	\$16.87	\$23,397.00	\$29,246.00	\$35,095.00
Animal Services Asst./Adoption Coord.	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Animal Services Officer	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Animal Services Supervisor	E	18	\$20.70	\$25.87	\$31.05	\$43,050.00	\$53,812.00	\$64,574.00
Administrative Services								
Receptionist/Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Accounting Assistant	N	7	\$12.33	\$15.41	\$18.49	\$25,643.00	\$32,054.00	\$38,465.00
Human Resources Assistant	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Accountant/HR Generalist	N	13	\$15.57	\$19.46	\$23.35	\$32,381.00	\$40,476.00	\$48,571.00
Human Resources Manager	E	20	\$22.86	\$28.57	\$34.29	\$47,542.00	\$59,428.00	\$71,314.00
Accounting Department Manager	E	21	\$23.94	\$29.92	\$35.91	\$49,789.00	\$62,236.00	\$74,683.00
Comptroller	E	24	\$27.18	\$33.97	\$40.76	\$56,526.00	\$70,657.00	\$84,788.00
Communications								
Communications Operator I	N	7	\$12.33	\$15.41	\$18.49	\$25,643.00	\$32,054.00	\$38,465.00
Communications Operator II	N	10	\$13.95	\$17.44	\$20.92	\$29,012.00	\$36,265.00	\$43,518.00
Communications Lead Operator	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Community Development								
Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Administrative Asst.	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Code Enforcement/Building Inspector	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Building Inspector/Code Enforcement	N	11	\$14.49	\$18.11	\$21.73	\$30,136.00	\$37,670.00	\$45,204.00
Stormwater/Building Inspector/Code Enf.	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Planner	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Code Compliance Administrator	E	16	\$18.54	\$23.17	\$27.81	\$38,558.00	\$48,197.00	\$57,836.00
Civil Engineer	E	16	\$18.54	\$23.17	\$27.81	\$38,558.00	\$48,197.00	\$57,836.00
Director of Community Development	E	25	\$28.26	\$35.32	\$42.38	\$58,772.00	\$73,465.00	\$88,158.00
Economic Development								
Economic Development Director	E	22	\$25.02	\$31.27	\$37.53	\$52,034.00	\$65,043.00	\$78,052.00
Fire Support								
Administrative Secretary	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Mayor's Office								
Executive Assistant	N	15	\$17.46	\$21.82	\$26.19	\$36,311.00	\$45,389.00	\$54,467.00

City of Benton Pay Ranges effective 01/01/2017

Department Job Title	FLSA		Hourly			Base Pay Annual		
	Status	Grade	Min	Mid	Max	Min 80%	Mid Midpoint	Max 120%
Parks and Recreation								
Laborer	N	2	\$9.63	\$12.04	\$14.44	\$20,028.00	\$25,035.00	\$30,042.00
Custodian	N	3	\$10.17	\$12.71	\$15.25	\$21,151.00	\$26,439.00	\$31,727.00
Maintenance Technician	N	4	\$10.71	\$13.39	\$16.06	\$22,274.00	\$27,842.00	\$33,410.00
Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Parks Maintenance - Sports Field Dev	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Recreation Programmer	N	10	\$13.95	\$17.44	\$20.92	\$29,012.00	\$36,265.00	\$43,518.00
Office Manager	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Crew Leader - Parks Maintenance	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Rec. Programmer-Special Events Coord.	N	14	\$16.65	\$20.81	\$24.97	\$34,627.00	\$43,284.00	\$51,941.00
Recreation Supervisor	E	15	\$17.46	\$21.82	\$26.19	\$36,311.00	\$45,389.00	\$54,467.00
Aquatics Director	E	17	\$19.62	\$24.52	\$29.43	\$40,804.00	\$51,005.00	\$61,206.00
Director	E	21	\$23.94	\$29.92	\$35.91	\$49,789.00	\$62,236.00	\$74,683.00
Police Support								
Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Office Assistant II-CID	N	7	\$12.33	\$15.41	\$18.49	\$25,643.00	\$32,054.00	\$38,465.00
Chief's Secretary	N	7	\$12.33	\$15.41	\$18.49	\$25,643.00	\$32,054.00	\$38,465.00
Media Specialist	N	10	\$13.95	\$17.44	\$20.92	\$29,012.00	\$36,265.00	\$43,518.00
Civilian Evidence/Property Manager	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Office Manager	E	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Street								
Skilled Laborer	N	4	\$10.71	\$13.39	\$16.06	\$22,274.00	\$27,842.00	\$33,410.00
Truck Driver	N	5	\$11.25	\$14.06	\$16.87	\$23,397.00	\$29,246.00	\$35,095.00
Equipment Operator I	N	5	\$11.25	\$14.06	\$16.87	\$23,397.00	\$29,246.00	\$35,095.00
Office Assistant	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Mechanic	N	6	\$11.79	\$14.74	\$17.68	\$24,520.00	\$30,650.00	\$36,780.00
Equipment Operator II	N	7	\$12.33	\$15.41	\$18.49	\$25,643.00	\$32,054.00	\$38,465.00
Equipment Operator III	N	8	\$12.87	\$16.09	\$19.30	\$26,766.00	\$33,458.00	\$40,150.00
Street Construction Inspector	N	12	\$15.03	\$18.78	\$22.54	\$31,258.00	\$39,072.00	\$46,886.00
Street Repair Specialist	N	13	\$15.57	\$19.46	\$23.35	\$32,381.00	\$40,476.00	\$48,571.00
Field Operations Supervisor	E	15	\$17.46	\$21.82	\$26.19	\$36,311.00	\$45,389.00	\$54,467.00
Street Operations Superintendent	E	21	\$23.94	\$29.92	\$35.91	\$49,789.00	\$62,236.00	\$74,683.00
Technical								
Purchasing & Media	N	16	\$18.54	\$23.17	\$27.81	\$38,558.00	\$48,197.00	\$57,836.00

City of Benton Pay Ranges effective 01/01/2017

Department Job Title	FLSA		Hourly			Base Pay Annual		
	Status	Grade	Min	Mid	Max	Min 95%-97%	Mid Midpoint	Max 103%-104%
	N-Nonexempt E-exempt							
Police Department								
Cadet	N	P18	\$10.17	\$10.59	\$11.02	\$21,150.00	\$22,031.00	\$22,913.00
Police Officer I	N	P27	\$14.66	\$15.38	\$16.09	\$30,502.00	\$31,980.00	\$33,459.00
Police Officer II	N	P31	\$16.86	\$17.57	\$18.28	\$35,072.00	\$36,549.00	\$38,027.00
Police Officer III	N	P35	\$18.93	\$19.66	\$20.39	\$39,369.00	\$40,893.00	\$42,415.00
Police Sergeant I	N	P37	\$20.33	\$21.04	\$21.75	\$42,289.00	\$43,763.00	\$45,238.00
Police Sergeant II	N	P39	\$21.50	\$22.25	\$23.00	\$44,722.00	\$46,281.00	\$47,841.00
Police Sergeant III	N	P42	\$22.63	\$23.38	\$24.17	\$47,077.00	\$48,636.00	\$50,275.00
Police Lieutenant I	N	P44	\$23.71	\$24.42	\$25.14	\$49,318.00	\$50,803.00	\$52,288.00
Police Lieutenant II	N	P46	\$24.79	\$25.50	\$26.33	\$51,560.00	\$53,045.00	\$54,769.00
Police Captain I	E	P48	\$26.50	\$27.23	\$28.11	\$55,124.00	\$56,637.00	\$58,478.00
Police Captain II	E	P51	\$28.33	\$29.05	\$30.00	\$58,916.00	\$60,428.00	\$62,392.00
* Asst. Police Chief	E	26	\$29.34	\$36.67	\$44.00	\$61,018.00	\$76,273.00	\$91,528.00
* Police Chief	E	30	\$33.65	\$42.07	\$50.48	\$70,002.00	\$87,503.00	\$105,004.00

* Salary range for this position is reflective of full compensation including base pay, certificate pay, degree pay, holiday pay, clothing allowance, and/or other pay as applicable to the position per the annual budget. Sworn officers are eligible for holiday pay in addition to base pay. Certificate pay is eligible at \$600.00 per year per certificate (\$3,600 annual maximum) + Degree Pay equal to \$600.00/yr Associate, \$1,200.00/yr Bachelors, \$1,800.00/yr Masters, non-cumulative.

Officer I employees' pay will increase to the base pay midpoint at the Level I Pay Range upon completion of one year of service and all required certifications.

Officer II employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Officer III employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 5 years of service in Grade.

Sergeant I employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Sergeant II employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Sergeant III employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 5 years of service in Grade.

Lieutenant I employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Lieutenant II employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Captain I employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Captain II employees with acceptable performance will be eligible for increase to midpoint of Range upon completion of 3 years of service in Grade.

Officers serving in a Field Training Officer position shall receive an additional 7% of their hourly rate of pay (including degree and certificate pay) added to their compensation for each hour they are training a new employee, who is in the FTO Program.

Unless otherwise stated, City job classification with notations I, II, III and absent a particular licensing or other job performance requirement are representative of experience levels. Employees in level I grade will automatically move to level II after completion of 5 years; level II will move to level III after completion of 10 years. The experience based promotional increase is 3% not to exceed the maximum of the new grade. If the current salary plus 3% is below minimum for the new grade, then new pay rate will be the new grade minimum.

City of Benton Pay Ranges effective 01/01/2017

Department	Job Title	FLSA Status Grade			Base Pay Annual				
		N-Nonexempt	Hourly	Hourly	Hourly	Minimum	Midpoint	Maximum	
Fire Department									
40 Hours per week employees/Hourly rates based on 2,080 hours per year									
*	Trainer	E	21	\$23.94	\$29.92	\$35.91	\$49,789.00	\$62,236.00	\$74,683.00
*	Fire Marshall	E	21	\$23.94	\$29.92	\$35.91	\$49,789.00	\$62,236.00	\$74,683.00
*	Assistant Chief	E	26	\$29.34	\$36.67	\$44.00	\$61,018.00	\$76,273.00	\$91,528.00
*	Fire Chief	E	30	\$33.65	\$42.07	\$50.48	\$70,002.00	\$87,503.00	\$105,004.00
* Salary range for these positions are reflective of full compensation including base pay, certificate pay, degree pay, holiday pay, clothing allowance, and/or other pay as applicable to the position per the annual budget.									
56 Hours per week employees/Hourly rates based on 2,920 hours per year									
Firefighter	Entry Level	N	F28	\$11.410				\$33,318.00	
	1 year			\$11.991				\$35,013.00	
	3 year			\$12.572				\$36,710.00	
	5 year			\$13.153				\$38,407.00	
	7 year			\$13.734				\$40,103.00	
	10 year			\$14.315				\$41,801.00	
Engineer	Entry Level	N	F37	\$14.758				\$43,093.00	
	1 year			\$15.153				\$44,248.00	
	3 year			\$15.549				\$45,402.00	
	5 year			\$15.944				\$46,557.00	
	7 year			\$16.340				\$47,712.00	
	8 year			\$16.736				\$48,868.00	
Captain	Entry Level	N	F40	\$16.796				\$49,043.00	
	1 year			\$17.288				\$50,482.00	
	3 year			\$17.781				\$51,921.00	
	5 year			\$18.274				\$53,359.00	
	6 year			\$18.766				\$54,798.00	
District Chief	Entry Level	N	F47	\$18.791				\$54,869.00	
	1 year			\$19.416				\$56,696.00	
	3 year			\$20.042				\$58,522.00	
	4 year			\$21.292				\$62,173.00	

In addition to the hourly rate, all firefighters are eligible to receive Certificate pay as noted in the Benton Fire Department 2006 Rules and Regulations and additional Holiday Pay as noted in the City of Benton Employee Handbook.

Certificate Pay for Firefighters:

Apparatus Operation	36 hours	\$10.00 per month
Pump Maintenance	36 hours	\$10.00 per month
Fire Inspector I	36 hours	\$10.00 per month
Fire Inspector III	36 hours	\$10.00 per month
Fire Officer I	36 hours	\$10.00 per month
Fire Officer II	36 hours	\$10.00 per month
Fire Officer Leadership	36 hours	\$10.00 per month
Instructor I	36 hours	\$10.00 per month
Instructor II	36 hours	\$10.00 per month
Fire Service Supervision	40 hours	\$10.00 per month
Arson Investigation	80 hours	\$15.00 per month
Hazardous Materials	80 hours	\$15.00 per month
Chemistry I	80 hours	\$15.00 per month
Hazardous Materials, Add'l	40 hours	\$ 5.00 per month
Basic Firefighter Certificate	300 hours	\$40.00 per month
E.M.T. Instructor		\$15.00 bi-weekly
E.M.T.		\$40.00 bi-weekly
Paramedic		\$75.00 bi-weekly

RESOLUTION NO. 68 OF 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ARCHWAY GRAPHIC DESIGN, INC; APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES

WHEREAS, the City Council desires to provide interior signage for all buildings located at Riverside Park; and

WHEREAS, the purchase and installation of the equipment will be made using the TIPS/TAPS purchasing cooperative which obtains competitive pricing on products for local governments; and

WHEREAS, the City desires to enter into a contract with Archway Graphic Design, Inc. for the purchase and installation of the signage.

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

SECTION 1: The City Council does hereby authorize the Mayor and City Clerk to execute any document as shall be necessary to enter into an agreement with Archway Graphic Design, Inc. for the purpose of purchasing and installing interior signage at all buildings located at Riverside Park. A copy of the quote is attached hereto as Exhibit "1" to this resolution.

SECTION 2: The funding for the purchase contract is hereby deemed appropriated.

PASSED AND APPROVED this the ____ day of November, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk



1202 Business Park Drive
 Little Rock, AR 72204
 501-224-0227

ESTIMATE

DATE	ESTIMATE #
11/4/2016	5562

CONTACT
Jan Grimsley

ESTIMATE FOR
City of Benton Benton, AR

E-MAIL

PHONE	FAX

Visit our website
ArchwayGraphic.com

QTY	DESCRIPTION	RATE	Total
1	Room Signage ADA ecoForm, front painted, one color copy 30 - RID 4" x 8.5" 21 - RID 5" x 8.5" 11 - RIDI 6" x 8.5" 6 - RID Donor 8"x8.5" 28 - RRID 8" x 6" 2 - ICOF 8" x 6" 5 - STR 8" x 6" 1 - AOR 8" x 6" 2 - Glass Backer 6" x 8.5" 4 - Glass Backer 8" x 8.5" 2 - Glass Backer 5" x 8.5"	8,193.00	8,193.00T
1	Art Panels Fabric banners w/aluminum framing system 2 - 20' x 6' 1 - 8' x 11'	10,026.00	10,026.00T
1	Entrance Banners Vinyl banners, double-sided Projecting pole mount, attached to steel beams 2 - 5' x 2.5'	1,336.00	1,336.00T
Installation included on all items. Interior signage to be installed on sheetrock. Scissor lift to be provided by customer for installations.			

Sales Tax (9.0%)	\$3,208.32
Total	\$38,856.32

A 50% deposit is required to process the order and the balance is due upon completion.

Artwork should be supplied as an Adobe Illustrator EPS file in vector format with text converted to outlines and colors tagged with Pantone numbers. High resolution raster image may also be acceptable. Images should be produced at full size with at least 75 dpi.

A proof will be submitted upon receipt of signed acceptance and deposit. All graphic design, layout revisions, file manipulations, etc. will be billed at the rate of \$85.00 per hour with a 1 hour minimum.



AUTHORIZATION TO PROCEED WITH WORK - I, the undersigned, an authorized representative of the company indicated above, hereby authorize you to proceed with this order as described. I agree to pay \$25.00 per month for each past due invoice. In the event that collection efforts are initiated against me, I shall pay for all associated fees or costs by the addition of my signature below. I agree that I have received a copy of this contract and that I have read, understand and agree to the terms listed herein.

Signature _____

Date Page 2

*This estimate may be withdrawn if not accepted within 10 days.
 Prices are subject to change.*



1202 Business Park Drive
 Little Rock, AR 72204
 501-224-0227

ESTIMATE

DATE	ESTIMATE #
11/4/2016	5562

ESTIMATE FOR
City of Benton Benton, AR

E-MAIL

PHONE	FAX

CONTACT
Jan Grimsley

Visit our website
ArchwayGraphic.com

QTY	DESCRIPTION	RATE	Total
1	River Center Senior Center Benton, AR Directional Signage Metal laminate display letters 1/2" thick Stud or double-faced tape mount CONCESSIONS - 13" SENIOR CENTER - 18" RIVER CENTER CHECK-IN - 5" SENIOR CENTER MULTIPURPOSE HALL (2) - 6" Aluminum letters 1/2" thick Stud mounted THE RIVER CENTER - 18" TICKETS - 12" Acrylic logo, 3 color 1/2" thick Double-face tape mount Parks & Recreation - 29" x 28" Flag Signs 1/8" acrylic Silver wall bracket 6 - 18"x18" Information Signs 1/8" acrylic Wall mount 2 - 24"x24" Paint Masks 6 - 4' approx	16,093.00	16,093.00T

Sales Tax (9.0%)
Total

A 50% deposit is required to process the order and the balance is due upon completion.

Artwork should be supplied as an Adobe Illustrator EPS file in vector format with text converted to outlines and colors tagged with Pantone numbers. High resolution raster image may also be acceptable. Images should be produced at full size with at least 75 dpi.

A proof will be submitted upon receipt of signed acceptance and deposit. All graphic design, layout revisions, file manipulations, etc. will be billed at the rate of \$85.00 per hour with a 1 hour minimum.



Signature _____

Date Page 1

This estimate may be withdrawn if not
 accepted within 10 days.
 Prices are subject to change.



1202 Business Park Drive
 Little Rock, AR 72204
 501-224-0227

ESTIMATE

DATE	ESTIMATE #
9/6/2016	5452

CONTACT
Jan Grimsley

ESTIMATE FOR
City of Benton John Eckart

E-MAIL

PHONE	FAX

Visit our website
ArchwayGraphic.com

QTY	DESCRIPTION	RATE	Total
1	Boys and Girls Club of Saline County Benton, AR Interior ADA Signage 1/4" acrylic with applied graphics and braille To include: 4 - 2.5" x 8.5" Room ID, back painted, tape mount 3 - 3" x 8.5" Room ID, back painted, tape mount 2 - 6" x 6" Room ID, w/ digital subsurface logo, stand off mount 8 - 4" x 8" Room ID, w/ insert and digital print on removable lens, tape mount 8 - 8" x 6" Restroom ID, w/ stand off mount 6 - 8" x 6" Stair ID, w/ stand off mount 2 - 8" x 6" ICOF ID, w. stand off mount Installation in one mobilization included	3,875.00	3,875.00T

Sales Tax (9.0%)	\$348.76
Total	\$4,223.76

A 50% deposit is required to process the order and the balance is due upon completion.

Artwork should be supplied as an Adobe Illustrator EPS file in vector format with text converted to outlines and colors tagged with Pantone numbers. High resolution raster image may also be acceptable. Images should be produced at full size with at least 75 dpi.

A proof will be submitted upon receipt of signed acceptance and deposit. All graphic design, layout revisions, file manipulations, etc. will be billed at the rate of \$85.00 per hour with a 1 hour minimum.



AUTHORIZATION TO PROCEED WITH WORK - I, the undersigned, an authorized representative of the company indicated above, hereby authorize you to proceed with this order as described. I agree to pay \$25.00 per month for each past due invoice. In the event that collection efforts are initiated against me, I shall pay for all associated fees or costs by the addition of my signature below. I agree that I have received a copy of this contract and that I have read, understand and agree to the terms listed herein.

Signature _____

Date _____

This estimate may be withdrawn if not accepted within 10 days. Prices are subject to change.

RESOLUTION NO. 69 OF 2016

A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH ACE SIGN COMPANY;
APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES

WHEREAS, the City Council desires to provide exterior building signage for all buildings located at Riverside Park; and

WHEREAS, the purchase and installation of the equipment will be made using the TIPS/TAPS purchasing cooperative which obtains competitive pricing on products for local governments; and

WHEREAS, the City desires to enter into a contract with ACE Sign Company for the purchase and installation of the signage.

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

SECTION 1: The City Council does hereby authorize the Mayor and City Clerk to execute any document as shall be necessary to enter into an agreement with ACE Sign Company for the purpose of purchasing and installing exterior signage at all buildings located at Riverside Park. A copy of the quote is attached hereto as Exhibit "1" to this resolution.

SECTION 2: The funding for the purchase contract is hereby deemed appropriated.

PASSED AND APPROVED this the _____ day of November, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk



11935 Interstate 30, Little Rock, AR 72209
 Phone: 800-224-1366 / Fax: 800-224-0342

PROPOSAL

Proposal #: 19695

Proposal Date: 11/08/16
 Customer #: 1028
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF BENTON 114 S EAST ST BENTON AR 72015	Riverside Park 15520 I-30 Benton AR 72015

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #27315 Exterior Sign at River Center (1 Sign)	\$16,325.00	\$16,325.00
1	QUOTE #27316 Exterior Signs at Senior Center (2 Signs)	\$12,450.00	\$12,450.00
1	QUOTE #27317 Exterior Signs at Boys & Girls Club (3 Signs)	\$15,345.00	\$15,345.00

TOTAL PROPOSAL AMOUNT: \$44,120.00

TERMS: 50.0% DOWN, BALANCE DUE AT INSTALLATION
 (INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

Company and Customer enter into the following customer contract ("Contract") regarding services provided for the Job Number identified above and more specifically described on the first page of this Contract (the "Project") and agree to the following terms and conditions regarding such Project:

SPECIFICATIONS: The Project shall be completed in accordance with the sign drawing and elevation specifications corresponding to the Job Number listed above which are approved by Customer. Changes to any specification must be approved by the parties in writing.

EXCLUSIONS: Proposal does not include primary electrical service or connection, data cabling, networking, permits, integration with 3rd party products, shop drawings, engineering or sales tax unless specifically stated above. Customer is to furnish all primary electrical service and/or data cabling and connection to the sign including: timers, photocells, switches, wiring and/or other controls required at Customers own expense. Customer is responsible for approvals from all governing authorities.

PROPERTY: Customer is to provide a site plan including property and right of way lines. All private lines or other underground objects must be clearly marked by the customer. Any damage to items not clearly marked is the responsibility of the customer. Company shall not be liable for damage to lawn or landscaping.

CONTRACT AMOUNT: Customer shall pay Company for the Project as invoiced by Company in the amount and in increments listed on page one of this Contract ("Contract Amount"). Time is of the essence with regard to Customer's payment obligation.

ADDITIONAL WORK: Unless stated as part of the Contract Amount on page one of this Contract, Customer shall pay an additional amount for the Project in the event that: (i) abnormal soil conditions or underground obstructions exist, including, without limitation, existence of rock, etc.; (ii) Company must perform services related to obtaining a variance; (iii) Company is required to provide documentation to obtain permits and approvals for the Project other than as described above, including, without limitation, shop drawings, samples, design layouts and modifications to architectural site plans; (iv) Company is required to remove existing items; (v) Company must obtain permits or approvals; or (vi) Company is requested or required to do any other additional work related to the Project that is not described in the description section on page one of this Contract. (vii) Inadequate access to front and/or backside of the install area or unforeseen obstacles. (viii) Additional trips to the job site are required.

INDEPENDENT CONTRACTOR STATUS: Company shall be deemed an independent contractor. It is the intention of the parties that: (i) the Company shall specifically not occupy the status of an agent, servant, or employee of the Customer; and (ii) the relationship between the Company and the Customer shall specifically not be that of a partnership, joint venture, or other similar association. During the progress of performance of the Project, Customer will not, without Company's prior written consent, direct or attempt to direct the employees, agents, or subcontractors involved in performance of services related to the Project or the installation of the Signage Property.

TAXES: Customer agrees to pay all taxes that are due or may become due by Customer or that may be levied upon Company in connection with the Project, including without limitation, all sales, use, and rental taxes levied by any federal, state, county or municipal authority or political subdivision.

LATE FEES: Customer agrees that all amounts not paid by due date stated on invoice sent by Company are subject to a late fee of 18% per annum or the maximum rate allowable by law, and Customer agrees to pay such late fee and all collection and attorney fees.

OWNERSHIP OF SIGNAGE PROPERTY: Company shall contribute parts and materials related to the Project ("Signage Property"). Customer acknowledges and agrees that all

CUSTOMER INITIALS _____



11935 Interstate 30, Little Rock, AR 72209
Phone: 800-224-1366 / Fax: 800-224-0342

PROPOSAL

Proposal #: 19695

Proposal Date: 11/08/16
Customer #: 1028
Page: 2 of 3

signage property is owned by the Company until receipt of final payment for the Project. Customer expressly agrees that title to the Signage Property is retained by Company and in Company's name until Customer's full payment for the Project is received. Customer further agrees that if Customer fails to make payment in full for the Project within 10 days of substantial completion of the Project, then Company, or Company's representative, in its sole discretion, shall have the right, and is hereby authorized and empowered to enter the property, take and remove the Signage Property from the installation site, and resume possession of the Signage Property, wherever found, without any liability for damages or other claim whatsoever, with or without process of law, and without prejudice to further enforcement of any balance of such obligation or expenses remaining due. Customer is responsible for all removal, transportation, storage, and re-installation costs.

COMPANY DESIGNS: Company may provide Customer with designs and artwork created by the Company in connection with the Project ("Company Designs"). All rights, title and interest in and to the Company Designs is owned exclusively, throughout the world, and in perpetuity by the Company (including all copyrights and patents, derivatives, renewals and extensions thereof). Any and all use of the Company Designs by Customer, its employees or agents is expressly prohibited without the written consent of the Company; and such written consent is subject to payment in full for the Project and the Company's design service. Until payment in full is received, the Company shall have the sole and exclusive right to use the Company Designs, in whole or in part, in whatever manner the Company may desire, including without limitation, the right to cut, edit, revise, alter and/or otherwise modify the Company Designs and to freely use, perform, distribute, exhibit and exploit such materials and license others to do so in any and all media now known or hereafter devised and shall have the sole and exclusive right to copyright or patent the Contractor Work Product in the Company's name, as the owner and author thereof. Art renderings and/or proofs are for visualization purposes only. Scaling, dimensions, and colors may vary from the actual product.

EXISTING STRUCTURES: Company shall not be responsible for existing walls, signage or structures. Customer is responsible for providing engineering and adequate structure of existing structures before installation. Company is not responsible for cleaning, patching, painting etc. of existing walls or structures.

CUSTOMER DELAY: Company shall not be liable for any delay in the performance of this Contract caused by or resulting from Customer's acts, omissions, or delays in its obligations under this Contract. Completion time estimate starts after all contract documents, art approvals are signed, deposit has cleared and all permits are obtained.

TERMINATION: This contract may only be terminated in the sole discretion of the Company. In the event that this Contract is terminated, Customer shall pay Company for all work in progress related to the Project up to date of termination plus a cancellation fee of 25% of the total Contract Amount.

DISCLAIMER OF WARRANTIES: This contract is made with the understanding that there are no expressed or implied warranties other than those contained in this contract and that there are no warranties of any kind, expressed or implied, that the goods shall be merchantable or fit for any particular use or purpose other than those specifically mentioned herein. All warranties will be void if any product is serviced, tampered with or modified by a party other than company.

FORCE MAJEURE: Company shall not be liable for failure of or delays in the performance of the terms of this Contract resulting from strikes, breakage, fire, labor disputes, unforeseen commercial delays, war, acts of God, or other causes beyond the control of the Company.

MECHANICS LIEN: Customer acknowledges and agrees that the Company shall provide services to furnish materials and/or labor to manufacture signage related to the Project and further agrees that such materials and/or labor is for improvement of real property. Therefore Customer authorizes Company to file a Mechanic's Lien for any amounts due under this Contract. The Customer further agrees to pay Company an administration fee for all costs incurred in filing of a Mechanic's Lien, and further agrees to pay all legal fees and court costs in connection with the enforcement of a Mechanic's Lien.

INDEMNIFICATION: The Customer shall indemnify and hold Company, and its employees and agents harmless from and against any and all claims, damages, losses and expenses, including, without limitation, attorneys' fees and court costs arising out of or resulting from the performance of the services, if any such claims, damage, loss or expense is caused in whole or in any part by any act or omission of the Customer, or Customer's agents.

MISCELLANEOUS: The parties hereby agree that: (i) This Contract shall be governed by and construed in accordance with the laws of the State of the Company's principal office without regard to choice of law principles, and Customer hereby irrevocably submits to the jurisdiction of the state and federal courts in such state for all disputes or legal claims arising from this Contract; (ii) In any legal action brought by or against the Company in relation to this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorney fees in addition to any other relief that may be awarded; (iii) If a court should find one or more of the terms of this Contract unenforceable, the remaining terms will nonetheless remain binding on the parties; (iv) This Contract is the complete agreement between the parties regarding the subject matter set forth herein, and this Contract supersedes all previous oral or written agreements regarding this subject matter; (v) This Contract cannot be voided or amended without the written agreement by an officer of the Company; and (vi) Customer shall not make any assignment of this Contract, but the Company may assign this Contract in its sole discretion.

Production time estimates start after all contract documents and art approvals are signed, deposit has cleared and all required permits are obtained.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

CUSTOMER INITIALS _____



11935 Interstate 30, Little Rock, AR 72209
 Phone: 800-224-1366 / Fax: 800-224-0342

DEPOSIT INVOICE

Invoice #: DP19695

Inv Date: 11/08/16
 Customer #: 1028
 Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF BENTON 114 S EAST ST BENTON AR 72015	Riverside Park 15520 I-30 Benton AR 72015

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
			10/31/16	50.0% Due Upon Receipt	01/15/17

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #27315 Exterior Sign at River Center (1 Sign)	\$16,325.00	\$16,325.00
1	QUOTE #27316 Exterior Signs at Senior Center (2 Signs)	\$12,450.00	\$12,450.00
1	QUOTE #27317 Exterior Signs at Boys & Girls Club (3 Signs)	\$15,345.00	\$15,345.00
TOTAL PROPOSAL AMOUNT			----- \$44,120.00

PLEASE PAY THIS DEPOSIT AMOUNT:	\$22,060.00
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ORDINANCE NO. 60 OF 2016

AN ORDINANCE ACCEPTING A LOWER INTEREST RATE IN CONNECTION WITH A PUBLIC UTILITY REVENUE BOND OWNED BY THE ARKANSAS NATURAL RESOURCES COMMISSION; EXTENDING THE NON-PREPAYMENT PERIOD ON THE BOND; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Benton, Arkansas (the "City") has previously issued its Public Utility Revenue Bond, dated March 6, 2009 (the "bond"), which is owned by the Arkansas Natural Resources Commission (the "Commission") pursuant to a Memorandum of Agreement between the City and the Commission; and

WHEREAS, the Commission purchased the bond from the City with funds made available by the issuance of the State of Arkansas Water, Waste Disposal and Pollution Abatement Facilities General Obligation Bonds, Series 2008 (the "2008 Bonds"); and

WHEREAS, the State of Arkansas (the "State"), acting by and through the Commission, has issued its Water, Waste Disposal and Pollution Abatement Facilities General Obligation Bonds, Refunding Series 2016A (the "2016A Bonds") for the purpose of refunding the 2008 Bonds at lower interest rates; and

WHEREAS, the State, as a result of the issuance of the 2016A Bonds at lower interest rates, has achieved a debt service savings, and the Commission desires to pass those savings to the City;

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

Section 1. That the City accepts the offer of the Commission to (a) reduce the interest rate on the bond from 4.75% per annum to 2.75% per annum, effective October 5, 2016, and (b) shorten the maturity of the bond from June 1, 2039 to June 1, 2034.

Section 2. That the City, in exchange for receiving a lower interest rate on the bond, agrees not to prepay the bond before June 1, 2026.

Section 3. That the Mayor and City Clerk are hereby authorized to execute all documents, certificates and instruments necessary to accomplish the intent of this Ordinance, including particularly, without limitation, any amendments to the bond.

Section 4. That the provisions of this Ordinance are hereby declared to be separable, and if any provision shall for any reason be held illegal or invalid, it shall not affect the validity of the remainder of this Ordinance.

Section 5. That all ordinances and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That it is hereby ascertained and declared that the interest rate on the bond should be lowered as soon as possible in order to lower the interest cost on obligations of the City's public utility system. It is therefore declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

ADOPTED: _____, 2016.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Benton, Arkansas, hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, adopted at a _____ session of the City Council of the City of Benton, Arkansas, held at the regular meeting place of the Council in the City at _____ p.m., on the _____ day of _____, 2016, and that said Ordinance is of record in Ordinance Record Book No. _____, Page _____, now in my possession.

GIVEN under my hand and seal this ___ day of _____, 2016.

City Clerk

(SEAL)

October 25, 2016

The Honorable Dave Mattingly
Mayor
P.O. Box 607
Benton, Arkansas 72018

Re: City of Benton, Arkansas Public Utility Revenue Bond, dated
March 6, 2009

Dear Mayor Mattingly:

The Arkansas Natural Resources Commission (the "Commission") recently refunded its general obligation bonds that funded the Commission's purchase of the above-styled bond (the "Bond") from the City. There was an interest savings that the Commission would like to pass along to the City if the City agrees not to prepay the Bond prior to June 1, 2026. Currently, the City may prepay the Bond after June 1, 2019.

The interest rate on the Bond is 4.75%, and the Commission proposes to reduce it to 2.75%. The semiannual payments will remain the same but the Bond would be fully paid by June 1, 2034 instead of June 1, 2039.

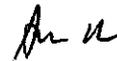
In order to receive the lower interest rate, the City Council will need to adopt the enclosed ordinance and publish it in the local newspaper. The City Council should adopt the ordinance at one of its November meetings.

You should sign and return the following:

1. One signed copy of the Ordinance; and
2. Two signed copies of the Agreement.

Please call if you have any questions. If the City does not want to take advantage of the interest rate reduction, please advise.

Sincerely,



J. Shepherd Russell, III

JSR/kjb

Enclosures

cc: Dave Fenter
Terry McKinney
Brent Houston

AGREEMENT TO REVISE A CITY OF BENTON, ARKANSAS
PUBLIC UTILITY REVENUE BOND
OWNED BY THE ARKANSAS NATURAL RESOURCES COMMISSION

This agreement is in reference to a Public Utility Revenue Bond, dated March 6, 2009 (the "Bond") issued by the City of Benton, Arkansas (the "City") and purchased by the Arkansas Natural Resources Commission (the "Commission") pursuant to a Memorandum of Agreement with an offer date of January 12, 2009. Pursuant to Ordinance No. _____ of the City, the Bond is hereby amended, effective October 5, 2016, as follows:

The following terms, as used in the Bond, shall have the following definitions:

"Interest Rate" means 4.75% prior to October 5, 2016 and 2.75% on October 5, 2016 and thereafter.

"Maturity Date" means June 1, 2034.

"Payment Schedule" means \$2,882 of interest only on June 1, 2009 and, thereafter, equal semi-annual installments of principal and interest in the amount of \$8,080 on each Payment Date to and including December 1, 2033, with \$4,709 of principal and interest due on the Maturity Date.

"Redemption Schedule" means the following schedule for optionally redeeming this Bond on the Redemption Dates at the Redemption Price (expressed as percentages of the Principal Amount) set forth in the following schedule, together with accrued interest to the Redemption Date:

<u>Redemption Dates</u> <u>(Dates Inclusive)</u>	<u>Redemption Price</u>
Prior to June 1, 2026	No Redemption
June 1, 2026 and thereafter	Par

This agreement shall be affixed to the Bond by Regions Bank, as trustee, which is the custodian of the Bond.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 5th day of October, 2016.

CITY OF BENTON, ARKANSAS

ATTEST:

Mayor

City Clerk

(SEAL)

ARKANSAS NATURAL RESOURCES
COMMISSION

ATTEST:

Chairman

Executive Director

REGIONS BANK

ATTEST:

Authorized Representative

Authorized Representative

Ordinance No. 61 of 2016

AN ORDINANCE ESTABLISHING CERTAIN REGULATIONS PERTAINING TO THE ISSUANCE OF A CITY PRIVILEGE LICENSE TO BUSINESSES WHICH ARE SUBJECT TO THE ADVERTISING AND PROMOTION TAX; AMENDING ORDINANCE 1 OF 1978; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, the City Council passed Ordinance 1 of 1978 which provides for an occupation tax on businesses operating within the city pursuant to which the City Clerk issues privilege licenses for operating within the City after the payment of same; and

WHEREAS, the City Council of the City of Benton created the Benton Advertising and Promotion Commission along with a tax levied on prepared foods and beverages served within the city; and

WHEREAS, it has come to the attention of the Commission and to the City Council that a business may obtain a Privilege License and begin operating within the city without obtaining an A&P Tax Permit for collecting and remitting the A&P tax, which has occurred in the past; and

WHEREAS, the City Council has been given the authority pursuant to A.C.A. §26-77-102 and A.C.A. §26-77-105 to create regulations governing the issuance of privilege licenses within the City; and

WHEREAS, the City Council desires to establish certain regulations governing the issuance of Privilege Licenses within the City to insure collection of the A&P Tax.

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

SECTION 1. Definitions:

A&P: The Advertising and Promotion Commission of the City of Benton.

A&P Tax: The tax levied by the city of Benton pursuant to A.C.A. §26-75-602.

A&P Tax Permit: The permit issued by the A&P authorizing the collection of the A&P Tax.

City: The city of Benton, Arkansas.

Occupation Tax: The tax levied pursuant to A.C.A. §26-77-102 by the City.

Privilege License: The permit issued by the City Clerk authorizing a person or entity to conduct business with the City after payment of the City's occupation tax.

SECTION 2. All businesses which operate within the City which are responsible for collecting and remitting the A&P Tax shall obtain an A&P Tax Permit prior to the issuance of a Privilege License by the City Clerk. A copy of the A&P Tax Permit shall accompany the request for the Privilege License. Any person or entity which is operating a business within the City which is subject to the collection and remittance of the A&P Tax shall not be authorized to conduct business within the City without both the A&P Tax Permit and the Privilege License.

SECTION 3. This ordinance is deemed supplemental to the existing ordinances of the city and is not intended to limit in any way the remedies the A&P has to insure the collection of the A&P tax.

SECTION 4. Because there is an urgent need to insure all sellers of prepared foods and beverages within the city have an A&P Tax Permit prior to beginning the operation of their business, an emergency is declared and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of _____, 2016.

David J. Mattingly, Mayor

Cindy Stracener, City Clerk