

Benton Advertising & Promotion Commission

Agenda

April 19, 2023

3:30 pm at the Benton Municipal Complex in Council Chambers

I. Call to Order

II. Roll Call	Present	Absent
Steve Brown	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alison Burch	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scott Elliott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bill Eldridge	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Elgin Hamner IV	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Steve Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Luke Moody	<input checked="" type="checkbox"/>	<input type="checkbox"/>

III. Minutes from March Meeting

IV. Financial Reports

- A. Profit and Loss Reports – Jordan Woolbright
- B. Bank Balances and Collections Report – Mandy Spicer

V. Administrative

Delinquency Report – Mandy Spicer

VI. Funding

Saline County Comic Expo – 2nd Reading and Vote

VII. Report from Benton Event Center – Nikki Chumley

VIII. Report on the Development of Exit 114 Property – Bill Eldridge

IX. Old Business

None

X. New Business

None

XI. Other Business

XII. Adjournment

BENTON ADVERTISING & PROMOTION COMMISSION
Minutes of Meeting
March 8, 2023

I. CALL TO ORDER

Chairman Bill Eldridge called the meeting of the Benton Advertising & Promotion Commission to order on March 8, 2023, at 3:30 pm at the Benton Municipal Complex in Council Chambers.

II. ROLL CALL

Commissioners in attendance at 3:30 were: Bill Eldridge, Steve Brown, Steve Lee, Luke Moody and Elgin Hamner IV. Alison Burch arrived at 3:31 pm and Scott Elliott arrived at 3:38 pm. No one was absent.

III. MINUTES

Luke Moody made a motion to approve the minutes of the February 8, 2023 meeting. Steve Lee seconded. Motion carried.

IV. FINANCIAL REPORTS

Financial reports were presented by Jordan Woolbright. The A&P Commission bank accounts show the following balances as of February 28, 2023:

Bank OZK – Focus Group Project	\$229,999.60
Bank OZK – A&P	\$51,795.66
Bank OZK – Event Center	\$255,982.75
Bank OZK – Savings	<u>\$365,416.85</u>
Total Checking/Savings	\$903,194.86

A&P profit and loss statement: for the month of February 2023 total income of \$16,565.01 and total expenses of \$28,927.30 resulting in a net loss of (12,362.29). The scheduled second payment of \$20,000 to Retail Strategies was made in February. For the year to date as of February 28, 2023 total income of \$31,950.45 and total expenses of \$36,761.79 resulting in a net loss of (\$4,811.34).

Event Center profit and loss statement: for the month of February 2023 total income of \$54,886.99, total operating expenses of \$34,779.20 resulting in net ordinary income of \$20,107.79. The partial payment of \$75,191.59 for the new security cameras is treated as a capital expenditure during the month of February 2023, resulting in a net loss of (\$55,083.80). For the year to date as of February 28, 2023 total income of \$108,487.96, total operating expenses of \$79,511.81 resulting in net ordinary income of \$28,976.15. With the capital expenditure of \$75,191.59, there is a net loss of (\$46,215.44).

Focus Group profit and loss statement: for the month of February 2023 total income of \$17,075.66 and total expenses of \$0 resulting in net income of \$17,075.66. For the year

to date as of February 28, 2023 total income of \$32,709.27, total operating expenses of \$0 resulting in net income of \$32,709.27.

Mandy Spicer presented the bank account report with the following reconciled balances as of February 28, 2023:

A&P Collections General	\$8,947.70
Bond Account	Closed
A&P Large Project Checking	\$1,820,327.29
A&P Small Project Checking	\$425,211.96
A&P General Operating Checking	\$51,964.13
Benton Focus Group Checking	\$229,999.60
Benton Event Center Gen Operating Checking	\$256,770.26
Benton Event Center Savings	<u>\$365,416.85</u>
	\$3,158,637.79

- V. Mandy Spicer reported that collections received in the month of February 2023 were \$167,462.05 which is 29% higher than collections in February 2022. Below are the amounts collected in February of this year along with February of the previous four years:

February 2023 Collections	\$167,462.05
February 2022 Collections	\$129,638.16
February 2021 Collections	\$109,322.08
February 2020 Collections	\$117,613.40
January 2019 Collections	\$107,528.57

Mandy Spicer reported that there are currently 14 delinquencies with only two being more than one month delinquent. Her office is in communication with the businesses about bringing the accounts current.

Luke Moody made a motion to accept the financial reports as presented. Elgin Hamner IV seconded. Motion carried.

VI. FUNDING

Royal Players – 2nd Reading and Vote

Bill Eldridge recognized Daphne Shoppach with the Royal Players who thanked the commission for considering the request of \$12,860 to help advertise for nine of this year's events at The Royal. She provided the productions at The Royal are a staple of the community that attract people from all over who spend money in the city. Discussion of the commissioners included that The Royal continues to increase its impact in the community and has activities for adults, youth and kids. Luke Moody made a motion to approve funding for the Royal Players of \$12,860. Steve Lee seconded. Motion carried.

Saline County Comic Expo – 1st Reading

Bill Eldridge noted that the funding request is \$2,100 and recognized Michael Tinnell. Michael thanked the commissioners for consideration and said the requested amount is to pay for billboard advertising which has provided great return on investment in the past for his annual event. The dates for this year's show are June 17-18. Michael provided that his event brings in a lot of people to the city from all over the region and it's the only event of its kind in Saline County. He also uses hotel accommodations in Benton for his special guests and celebrities. The funding request will be voted on at the next meeting.

VII. REPORT FROM BENTON EVENT CENTER

Nikki Chumley reported that there have been 11 events since the last A&P meeting, including the last I-30 Speedway award banquet (business was sold), a two week children's consignment sale, 3-day ACT testing, the Saline County Gun & Knife show and the New Beginnings banquet. Reservations continue to be strong. She has provided the specifications for the outside electrical work needed to Mandy and the bid request should be issued soon.

VIII. OLD BUSINESS

Land Survey. Bill Eldridge recognized Aaron Rasburry who presented the survey he completed on the 511.51 acres of land located at Exit 114. The land has been divided into 10 tracts along the Saline River that extends from Exit 114 to Lyle Park. Tract 1 is located at Exit 114 at I-30. If the commission votes to purchase the property, the easement along the river would be put in place immediately. The proposed ideas for Tracts 1 and 2 are an RV park and soccer complex (the two projects recommended from the Benton Focus Group). The remaining eight tracts would be for projects such as trails, greenways, multipurpose fields, river and creek crossings, other playgrounds, etc. that would be built and maintained by the Parks Department. Commissioners agreed that the land is highly valuable, has great benefits for the city, the proposed price is reasonable and there are several access points to the river along the land.

Land for Future Project Development. The proposed purchase price is \$7,594,876.75 to be paid over ten years as follows:

Year 1 -	\$903,997.50
Year 2 -	\$903,997.50
Year 3 -	\$903,997.50
Year 4 -	\$903,997.50
Year 5 -	\$903,997.50
Year 6 -	\$614,978.54
Year 7 -	\$614,978.54
Year 8 -	\$614,978.54
Year 9 -	\$614,978.54
Year 10 -	<u>\$614,975.09</u>

TOTAL \$7,594,876.75

Baxter Drennon provided that there would be ten separate contracts – one for each of the land tracts that would be signed immediately. The seller, Jim Thomas, requested the purchase be spread out over 10 years. The first payment would be made immediately and the other nine would be made on the first business day of each subsequent year. The contracts would be binding on the seller, his heirs or assigns. The contracts would also be binding on the City, even if the A&P tax ends. Baxter provided that the purchase price is guaranteed and the land would be owned by the City of Benton. Mandy Spicer provided that A&P collections in 2022 were \$1.8 million with 50% being distributed into the large project account. She projects collections to continue to be strong and for the amount distributed to the large project fund to be able to support the yearly payments. First National Title in Benton would act as the closing company and closing costs would be paid by the purchaser in addition to the purchase price.

Luke Moody made a motion to use funds in the large project account to purchase the 511.51 acres of land along the Saline River extending from Exit 114 to Lyle Park for future development. Mayor Tom Farmer and A&P Chairman Bill Eldridge are authorized to sign the contracts and any other necessary documents to facilitate the purchase. The total purchase price is \$7,594,876.75 plus closing costs with the first payment being made immediately with the other nine being made on the first business day of each subsequent year. Alison Burch seconded. Motion carried.

IX. NEW BUSINESS

Signature Cards for Bank Accounts. Amy McCormick explained that the signature cards for the bank accounts at Bank OZK for the focus group project, event center operating, event center savings and A&P general operating need to be updated since there's been a change of commissioners on the commission. Luke Moody made a motion for the signature cards for the following accounts be updated to remove Brandi Crabtree and add Joseph Scott Elliott:

- Benton Focus Group Project account #2804352274
- A&P Commission General Operating Account #2104723297
- Benton Event Center Savings account #2104719832
- Benton Event Center General Operating Account #2047032640

Alison Burch seconded. Motion carried.

X. OTHER BUSINESS

Bill Eldridge directed the commissioners to the proposal in the packet from McClelland Consulting Engineers to provide design services associated with development of a conceptual rendered master plan of the 511.51 acres of land. The scope includes developing a preliminary site plan that can be utilized as a master plan in developing multiple amenities and park opportunities with the property. The proposed fee is not to

exceed \$20,000. Luke Moody made a motion to approve the proposal from McClelland Consulting Engineers. Alison Burch seconded. Motion carried.

XI. ADJOURNMENT

Luke Moody made a motion to adjourn the meeting. Steve Brown seconded. Motion carried. The meeting was adjourned at 4:14 pm.



Bill Eldridge, Chairman



Amy McCormick, Recording Secretary

Benton A&P Commission
Statement of Assets, Liabilities & Equity - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
As of March 31, 2023

	Mar 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Bank OZK - Focus Group Project	246,848.74
Bank OZK - A&P	57,585.48
Bank OZK - Event Center	277,290.32
Bank OZK - Savings	366,751.37
Total Checking/Savings	948,475.91
Total Current Assets	948,475.91
TOTAL ASSETS	948,475.91
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	293.00
Total Other Current Liabilities	293.00
Total Current Liabilities	293.00
Total Liabilities	293.00
Equity	
Retained Earnings	920,882.20
Net Income	27,300.71
Total Equity	948,182.91
TOTAL LIABILITIES & EQUITY	948,475.91

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - A&P - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
March 2023

	<u>Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	170.52	125.00	45.52	136.42%
Sales Tax Revenue	16,005.40	13,283.00	2,722.40	120.5%
Total Income	<u>16,175.92</u>	<u>13,408.00</u>	<u>2,767.92</u>	<u>120.64%</u>
Gross Profit	16,175.92	13,408.00	2,767.92	120.64%
Expense				
Accounting Services	500.00	500.00	0.00	100.0%
Advertising Expense	59.10	150.00	(90.90)	39.4%
Comp. for Commissioners	750.00	750.00	0.00	100.0%
Funding	540.00	3,333.00	(2,793.00)	16.2%
Legal Counsel	1,200.00	1,200.00	0.00	100.0%
Postage	0.00	50.00	(50.00)	0.0%
Repairs & Maintenance	678.67	0.00	678.67	100.0%
Service Agreement	6,658.33	6,658.33	0.00	100.0%
Total Expense	<u>10,386.10</u>	<u>12,641.33</u>	<u>(2,255.23)</u>	<u>82.16%</u>
Net Ordinary Income	5,789.82	766.67	5,023.15	755.19%
Net Income	<u><u>5,789.82</u></u>	<u><u>766.67</u></u>	<u><u>5,023.15</u></u>	<u><u>755.19%</u></u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - A&P - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
January through March 2023

	<u>Jan - Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	448.05	255.00	193.05	175.71%
Sales Tax Revenue	47,678.32	41,113.00	6,565.32	115.97%
Total Income	<u>48,126.37</u>	<u>41,368.00</u>	<u>6,758.37</u>	<u>116.34%</u>
Gross Profit	48,126.37	41,368.00	6,758.37	116.34%
Expense				
Accounting Services	1,075.00	1,500.00	(425.00)	71.67%
Advertising Expense	20,274.10	20,450.00	(175.90)	99.14%
Comp. for Commissioners	750.00	750.00	0.00	100.0%
Funding	1,090.50	10,000.00	(8,909.50)	10.91%
Legal Counsel	3,150.00	3,600.00	(450.00)	87.5%
Postage	34.86	50.00	(15.14)	69.72%
Repairs & Maintenance	798.44	0.00	798.44	100.0%
Service Agreement	19,974.99	19,974.99	0.00	100.0%
Total Expense	<u>47,147.89</u>	<u>56,324.99</u>	<u>(9,177.10)</u>	<u>83.71%</u>
Net Ordinary Income	978.48	(14,956.99)	15,935.47	(6.54%)
Net Income	<u>978.48</u>	<u>(14,956.99)</u>	<u>15,935.47</u>	<u>(6.54%)</u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - Event Center - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
March 2023

	<u>Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	2,296.40	400.00	1,896.40	574.1%
Sales-Revenue				
Alcohol Sales-Beer/Wine	276.11	1,157.00	(880.89)	23.86%
Alcohol Sales-Mixed Drinks	0.00	1,694.00	(1,694.00)	0.0%
Sales-Revenue - Other	48,644.29	51,835.00	(3,190.71)	93.84%
Total Sales-Revenue	<u>48,920.40</u>	<u>54,686.00</u>	<u>(5,765.60)</u>	<u>89.46%</u>
Sales Tax Revenue	<u>16,005.40</u>	<u>13,283.00</u>	<u>2,722.40</u>	<u>120.5%</u>
Total Income	<u>67,222.20</u>	<u>68,369.00</u>	<u>(1,146.80)</u>	<u>98.32%</u>
Gross Profit	67,222.20	68,369.00	(1,146.80)	98.32%
Expense				
Alcohol Expense	1,176.04	312.77	863.27	376.01%
Bank Service Fees	845.57	786.86	58.71	107.46%
Building Alarm System	147.60	148.00	(0.40)	99.73%
Cable TV	184.22	175.70	8.52	104.85%
Cleaning Service	1,050.00	1,200.00	(150.00)	87.5%
Contract Labor	3,884.10	3,718.75	165.35	104.45%
Health Insurance	990.78	990.78	0.00	100.0%
Internet	323.95	325.00	(1.05)	99.68%
Labor Expenses	19,257.24	19,297.39	(40.15)	99.79%
Laundry Expense	657.00	1,116.90	(459.90)	58.82%
Mileage Reimbursement	0.00	62.70	(62.70)	0.0%
Office Expense	239.95	1,200.00	(960.05)	20.0%
Pest Control Expense	65.63	131.26	(65.63)	50.0%
Repairs & Maintenance	10,351.96	14,850.00	(4,498.04)	69.71%
Supplies	539.79	3,458.66	(2,918.87)	15.61%
Telephone Expense	479.00	220.04	258.96	217.69%
Trash Pickup	437.87	286.36	151.51	152.91%
Utilities	3,552.29	5,927.28	(2,374.99)	59.93%
Website	59.95	59.95	0.00	100.0%
Total Expense	<u>44,242.94</u>	<u>54,268.40</u>	<u>(10,025.46)</u>	<u>81.53%</u>
Net Ordinary Income	<u>22,979.26</u>	<u>14,100.60</u>	<u>8,878.66</u>	<u>162.97%</u>
Net Income	<u>22,979.26</u>	<u>14,100.60</u>	<u>8,878.66</u>	<u>162.97%</u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - Event Center - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
January through March 2023

	<u>Jan - Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	5,650.61	950.00	4,700.61	594.8%
Sales-Revenue				
Alcohol Sales-Beer/Wine	6,588.85	2,744.00	3,844.85	240.12%
Alcohol Sales-Mixed Drinks	971.70	2,084.00	(1,112.30)	46.63%
Refunds/Returns	(350.00)	(300.00)	(50.00)	116.67%
Sales-Revenue - Other	115,170.68	131,337.00	(16,166.32)	87.69%
Total Sales-Revenue	<u>122,381.23</u>	<u>135,865.00</u>	<u>(13,483.77)</u>	<u>90.08%</u>
Sales Tax Revenue	47,678.32	41,113.00	6,565.32	115.97%
Total Income	<u>175,710.16</u>	<u>177,928.00</u>	<u>(2,217.84)</u>	<u>98.75%</u>
Gross Profit	175,710.16	177,928.00	(2,217.84)	98.75%
Expense				
Alcohol Expense	4,328.24	2,512.77	1,815.47	172.25%
Bank Service Fees	1,948.50	1,820.80	127.70	107.01%
Building Alarm System	590.40	1,026.00	(435.60)	57.54%
Cable TV	535.62	527.10	8.52	101.62%
Cleaning Service	2,703.75	3,600.00	(896.25)	75.1%
Contract Labor	12,519.65	8,946.35	3,573.30	139.94%
Dues & Memberships	325.00	325.00	0.00	100.0%
Health Insurance	3,322.04	3,322.04	0.00	100.0%
Internet	971.85	975.00	(3.15)	99.68%
Labor Expenses	43,980.22	44,464.85	(484.63)	98.91%
Laundry Expense	6,246.98	3,386.84	2,860.14	184.45%
Linen & Supplies	447.91	400.00	47.91	111.98%
Mileage Reimbursement	73.26	188.10	(114.84)	38.95%
Office Expense	1,114.40	1,675.00	(560.60)	66.53%
Pest Control Expense	196.89	262.52	(65.63)	75.0%
Repairs & Maintenance	18,844.11	24,367.00	(5,522.89)	77.34%
Supplies	4,930.15	5,815.10	(884.95)	84.78%
Telephone Expense	692.04	556.00	136.04	124.47%
Trash Pickup	1,079.08	790.24	288.84	136.55%
Utilities	18,724.81	17,490.24	1,234.57	107.06%
Website	179.85	179.85	0.00	100.0%
Total Expense	<u>123,754.75</u>	<u>122,630.80</u>	<u>1,123.95</u>	<u>100.92%</u>
Net Ordinary Income	51,955.41	55,297.20	(3,341.79)	93.96%
Other Income/Expense				
Other Expense				
Capital Expenditures	75,191.59			
Total Other Expense	<u>75,191.59</u>			
Net Other Income	<u>(75,191.59)</u>	<u>0.00</u>	<u>(75,191.59)</u>	<u>100.0%</u>
Net Income	<u>(23,236.18)</u>	<u>55,297.20</u>	<u>(78,533.38)</u>	<u>(42.02%)</u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - Focus Group - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
March 2023

	<u>Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	843.74	300.00	543.74	281.25%
Sales Tax Revenue	16,005.40	13,282.60	2,722.80	120.5%
Total Income	<u>16,849.14</u>	<u>13,582.60</u>	<u>3,266.54</u>	<u>124.05%</u>
Gross Profit	<u>16,849.14</u>	<u>13,582.60</u>	<u>3,266.54</u>	<u>124.05%</u>
Net Ordinary Income	<u>16,849.14</u>	<u>13,582.60</u>	<u>3,266.54</u>	<u>124.05%</u>
Net Income	<u><u>16,849.14</u></u>	<u><u>13,582.60</u></u>	<u><u>3,266.54</u></u>	<u><u>124.05%</u></u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton A&P Commission
Profit & Loss Budget vs. Actual - Focus Group - Modified Cash Basis
Substantially All Disclosures Required by the Modified Cash Basis of Accounting Omitted
January through March 2023

	<u>Jan - Mar 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	1,880.09	600.60	1,279.49	313.04%
Sales Tax Revenue	47,678.32	41,112.53	6,565.79	115.97%
Total Income	<u>49,558.41</u>	<u>41,713.13</u>	<u>7,845.28</u>	<u>118.81%</u>
Gross Profit	<u>49,558.41</u>	<u>41,713.13</u>	<u>7,845.28</u>	<u>118.81%</u>
Net Ordinary Income	<u>49,558.41</u>	<u>41,713.13</u>	<u>7,845.28</u>	<u>118.81%</u>
Net Income	<u><u>49,558.41</u></u>	<u><u>41,713.13</u></u>	<u><u>7,845.28</u></u>	<u><u>118.81%</u></u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

Benton Advertising & Promotion Commission Bank Account Balances
March 31, 2023

Account Name		Acct #	Reconciled Balance
Cash Accounts:			
A&P Collections General		***1584	5,496.23
Bond Account		***1592	CLOSED
A&P Large Project Checking	50%	***0318	920,655.37
A&P Small Project Checking	20%	***0348	458,783.20
A&P General Op Checking	10%	***3297	58,684.58
Benton Focus Group Checking	10%	***2274	246,848.74
Benton Event Center General Op Checking	10%	***2640	286,399.71
Benton Event Center Savings		***9832	366,751.37
TOTAL OPERATING CASH & INVESTMENTS			<u><u>2,343,619.20</u></u>

Benton Event Center-Event Report

March 8, 2023 to April 18, 2023

October 1, 2013 to March 8, 2023

782,952

	Date(s)	# of Attendees
Benton Home Improvement Show	3/9-3/11/2023	1,300
Benton Chamber Banquet	3/13-3/14/2023	750
Hurricane Creek FCU	3/16/2023	140
SportsCard & Memorabilia Show	3/18/2023	500
H&R Block Tax Dinner	3/19/2023	120
Lance Crook Retirement Party	3/25/2023	40
UADA CES Retiree	3/30/2023	135
Benton High School Military Ball	3/31/2023	330
Sweet Arts Fundraiser	4/1/2023	300
Empire Day	4/2/2023	700
CHI/STVI Leadership Institute	4/3-4/4/2023	250
Benton Chamber Bingo	4/5-4/6/2023	700
Bauxite Prom	4/7/2023	300
Collins Baby Shower	4/8/2023	80
Hearn Wedding Shower	4/8/2023	40
AAEA CASBO	4/10-4/11/2023	425
Pentacostal Ladies Conference	4/13-4/15/2023	3300
Rental Concepts	4/17/2023	100
Paradigm Digging Seminar	4/18/2023	70
AR Basketball Coaches Association Banquet	4/18/2023	400
	20 events	9,980

TOTAL: 792,932



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

Request for Proposals

Bid Number: RFP 2023-05	Buyer: Mandy Spicer, Chief Financial Officer
Commodity: Benton Event Center Outside Lighting Project	Bid Opening Date: Monday, April 10, 2023
Department: Benton Event Center	Bid Opening Time: 11:30 a.m.
Date Issued: Monday, March 27, 2023	

All proposals will be accepted until **Monday, April 10, 2023**. All proposals must be placed in a sealed package clearly marked on the outside "**Benton Event Center Outside Lighting Project RFP.**" The envelope should be properly addressed to the City of Benton with the Proposer's name and address indicated outside on the sealed package. An unsigned proposal will be considered non-responsive.

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

Middlebrooks Electric Service
 Printed Name of Company

718 S. East Street, Benton, AR 72015
 Company Address

501-778-4646 Telephone Number Fax Number

blake@middlebrookselectric.com
 E-Mail Address

Blake Massey Printed Name of Authorized Signature 3/31/23 Date

Blake Massey Authorized Signature 3/31/23 Date



Section 1 – General Information

Introduction: This Request for Proposal is issued by the City of Benton to secure a contract for the Benton Event Center to retrofit the lighting in the outdoor plaza.

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

Caution to Bidders:

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

Equal Employment Opportunity Policy: The City of Benton does not discriminate because of race, sex (including pregnancy), religion, color, handicap, national origin, age, genetic information or political affiliation and complies with the requirements of the Americans with Disability Act.



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

General Terms and Conditions for Proposals

- 1. Restrictive or Ambiguous Specifications:** It is the responsibility of the prospective Proposer to review the entire RFP packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of proposal procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
- 2. Taxes:** ***Make sure to include all applicable taxes in your proposal.***
- 3. Liabilities:** The Proposer shall hold the City of Benton, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against the City of Benton because of the unauthorized use of such articles.
- 4. Terms and Conditions:** In the event of a conflict between the proposal specifications and these terms and conditions the specifications will govern.
- 5. Warranties:** All warranty information must be furnished.
- 6. Alternate Proposals:** Alternate proposals are not acceptable and will be rejected unless authorized by the invitation to proposal. Alternate proposals are defined as proposals that do not comply with the proposal terms, conditions, and specifications. Proposers may submit more than one proposal providing that all such proposals comply with proposal terms, conditions, and specifications.
- 7. Public Access to Procurement Information:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be public only after evaluation of that proposal or proposal has been completed.



Definitions:

"Applicant" - Proposer

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

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

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

"RFP" - Request for Proposals

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



Section 2 – Specific Requirements

Scope: The Benton Event Center is now accepting bids for an Outside Lighting Project.

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

**See attached reference sheet.*

Business Name:
Business Address:
Contact Person and Phone:
Email Address:

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

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

1. Worker’s Compensation and Employee Liability Policy

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

2. Comprehensive General Liability Policy

- Premises and Operation
- Contractual Insurance
- Personal Injury

Each item listed in section 2 must have:

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

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

Requirements and Required Documents:



Section 3 – Scope of Services

Scope of Services: The Benton Event Center is now accepting bids for the Outside Lighting Project. **Contractor must meet with the Benton Event Center management onsite before bidding to discuss the project and comply with requirements.**

A successful bid shall include the following features an/or the contractor will be responsible for:

1. Retrofit the lighting in the outdoor plaza, sidewalks, parking lot and landscaping. We will keep the existing fixtures but need to retrofit the electrical so that bulbs are easier to purchase.
 - Bollards- parking lot, landscaping & plaza 24 fixtures
 - Ground lighting in sidewalks 27 fixtures
 - Tree lights in plaza 34 fixtures
 - Pole fixtures 5 fixtures
2. Create and install light poles in the plaza. They will need to be removable or able to leave in place.
3. Install electrical boxes in the plaza. The electrical is already roughed in just need outlets installed.

All pricing shall include taxes.

Tentative start date is May 2023. Contractor shall have all work completed with 30 days of start date depending on weather.

Any questions regarding this RFP may be directed to:

Nikki Chumley
Director – Benton Event Center
607 N. Market Street
Benton, AR 72015
501-408-9908



Official RFP Price Sheet

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

	Price
Total Bid for Benton Event Center Outside Lighting Project	\$ 46,307.19

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

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

Middlebrooks Electric Service

Printed Name of Company

718 South East Street, Benton AR 72015

Company Address

501-778-4646

Telephone Number

Fax Number

blake@middlebrooks.electric.com

E-Mail Address

Blake Massey

Printed Name of Authorized Signature

4/10/23

Date

[Signature]

Authorized Signature

4/10/23

Date



Benton 501-778-4646
Conway 501-327-6262



Estimate

Proposal Date: 4/10/2023

Proposal #: 7518

ESTIMATOR Blake

SALES REP SM

Project:

Outside Lighting

Submitted To:

Benton Event Center
17322 I-30 North
Benton, AR 72019

We hereby submit estimate for:

BID - Price to retrofit (27) ground lights in concrete sidewalk to par20 LED lamps. Replace (2) broken lenses on sidewalk lights. Install 120 volt 20 amp circuit from panel room outside building then underground to sidewalk lights. Remove (34) existing tree lights and install (34) new RAB LED fixtures. Install new LED corn cob lamps in (5) pole light fixtures. Install new 100 watt metal halide lamps and ballast in (24) bollard fixtures. Install (5) post lights on 10' aluminum posts 3" in diameter. Install LA83 fixtures on top of pole. Fabricate steel receiver for post light support. Install male and female cord connectors for disconnection. Install electrical boxes and receptacles in (5) locations in plaza that have already been roughed in.

NOTE: If any circuit issues exist in lighting, it will result in extra charges.

Total before Sales Tax \$42,338.00

All materials are guaranteed to be as specified. All work to be completed in a workman like manor according to standard practices. Any alteration or deviation from the above specifications involving extra cost, will be executed only upon written orders and will become an extra charge over the above estimate.

All agreements are contingent upon strikes, accidents or delays beyond our control.

We are licensed bonded and insured for your protection as well as ours.

We are not responsible for any unmarked underground services

There is a "Hard Rock Clause" in place for hard digging

CREDIT CARD
PAYMENT 3% CHARGE

SALES TAX (9.375%) \$3,969.19

TOTAL \$46,307.19

SIGNATURE _____

Please sign to authorise work

**MIDDLEBROOKS
ELECTRIC**

718 S. East St.
Benton, AR 72019
(501) 778-4646
blake@middlebrookselectric.com

REFERENCES

TJ Holmes

Summerwood Partners
1511 North Reynolds Rd
Bryant, AR 72022
(501) 847-7964 | tj.holmes@summerwoodpartners.com

Michael Anderson

Dyne Hospitality
301 Main St. #6
Little Rock, AR 72201
(469) 975-7600 | manderson@dynehg.com

Bobi Beebe

Harp's Food Stores
P.O. Box 48
Springdale, AR 72765
(888) 777-9068 | bbeebe@harpsfood.com



3 Innwood Circle Suite 220 • Little Rock AR 72211 • (501) 225-7779 • Fax (501) 225-6738

April 11, 2023
tom.farmer@bentonar.org

Mayor Tom Farmer
City of Benton
P.O. Box 607
Benton, AR 72018

RE: Transmittal of Proposal for Professional **Environmental Consulting Services**
City of Benton – Thomas Park Development Project
Benton, Saline County, Arkansas
FTN No. P04207-3179-001

Dear Mayor Farmer:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional environmental consulting services at the Thomas Park project site, Benton, Saline County, Arkansas. The approximately 511-acre project area is outlined on conceptual site plan provided by McClelland Consulting Engineers, Inc.

Our Basic Services will generally consist of a delineation of Section 404 issues, as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B) which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (e.g., Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the Client Rates in Exhibit C for services rendered by our principals and employees engaged directly in the project. The total fee for Basic Services will not exceed \$22,500 without prior approval from you. Any Additional Services will be charged on the basis of time and materials (Exhibit C).

Initial _____

Mayor Thomas Farmer
April 11, 2023
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. Unless other arrangements are made, invoices will be sent to the Client electronically via email. Payments paid electronically through Automatic Clearing House (ACH) system are preferred, however, other methods will be accepted. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

We expect to start our services promptly after receipt of your acceptance of this proposal. We will provide you with a Section 404 delineation report within 60 business days of authorization to proceed.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes overview figures and Exhibits A, B, C consisting of 6 pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your printing a copy of this proposal, signing in the space below and initialing each page, and returning it to us. This proposal will be open for acceptance until May 11, 2023, unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me at (501) 225-7779 or Lee Beshoner, PE, CFM at (479) 571-3334 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.


Jimmy Rogers
Project Manager

Accepted this _____ day
of _____, 2023

By _____
Authorized Representative
City of Benton

JJR/kae

Attachments

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EXHIBIT A

Scope of Work for Basic Services City of Benton, Thomas Park Benton, Saline County, AR

Attached to and made part of the letter agreement dated April 11, 2023, between FTN Associates, Ltd. (FTN) and the City of Benton (the Client) with respect to the Project described therein. The specific tasks follow:

TASK 1 — REVIEW OF BACKGROUND INFORMATION

This task will identify and review site-specific background information pertinent to the Project site, to include but not limited to:

1. Site-specific information obtained from US Army Corps of Engineers (USACE), if available;
2. Soil Conservation Service's *Soil Survey for Saline County, Arkansas*;
3. Natural Resources Conservation Service (NRCS) hydric soils list for Saline County, Arkansas;
4. Appropriate USGS topographic quadrangle map; and
5. Site-specific materials provided by the Client regarding the subject property.

TASK 2 — DELINEATION OF SECTION 404 WETLANDS AND OTHER WATERS

This task will include onsite field investigations to identify boundaries and extent of wetlands and other waters of the US having potential USACE jurisdiction under Section 404 of the Clean Water Act at the project site. Sample points, wetland boundaries, and stream edges will be mapped using a mapping grade GPS unit. Wetland boundaries will be placed on a topographic base map suitable for USACE submittal. Wetland acreage and stream centerline lengths will be determined using a suitable NAD 83 projection. The location-based information gathered, provided, or presented may be compiled from various sources and should not be considered authoritative for engineering, surveying, legal, and/or other site-specific uses. Information shown on maps should not be used for property boundary resolution, does not represent a boundary survey, and will be shown for reference only. FTN does not perform land surveys.

The methods used in conducting the delineation will follow the *1987 Corps of Engineers Wetlands Delineation Manual* and the *2012 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region (Version 2.0)*, i.e., detailed observations will be made on vegetation, hydrology, and soils.



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TASK 3 — JURISDICTIONAL DETERMINATION REQUEST

This task will include preparation and submittal of a letter requesting an Approved Jurisdictional Determination (AJD) for the project site to the USACE. The delineation prepared under Task 1 will be included in the AJD submittal packet.

Under this task FTN will remain in close coordination with the USACE during the AJD processing. FTN will respond to USACE questions that may arise and request updates from the USACE regarding the status of the AJD throughout the AJD processing period.

TASK 4 — GENERAL COORDINATION / PROJECT MANAGEMENT

Under this task, FTN will conduct coordination of project issues with the Client as necessary and conduct standard project management activities.

TASK 5 — ASSUMPTIONS / ADDITIONAL SERVICES

The Client will arrange access to the project property for FTN for performance of the Scope of Work described herein.

Common Section 404 services include: delineations, Jurisdictional Determinations, Section 404 Permit request preparation/submittal, conceptual mitigation statements/mitigation plans, USACE coordination, etc. Task 1 listed above includes conducting an onsite delineation and preparing a delineation report. Task 2 includes preparing a submittal requesting the USACE issue an AJD. Other Section 404 services may be needed depending on the findings of the delineation and the extent of proposed site impacts. Other Section 404 services, such as making application to the USACE for a Section 404 permit application, are not included in this scope/budget. Following completion of the delineation, FTN will discuss with the Client the potential need (if applicable) for permitting and available permitting options and/or other Section 404 related activities.

EXHIBIT B

Standard Terms and Conditions For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects to retain independent counsel, CLIENT

Initial _____



shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

EXHIBIT C

**2023 Fee Schedule¹
FTN Associates, Ltd.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2023 – December 31, 2023



Initial _____



3 Innwood Circle Suite 220 • Little Rock, AR 72211 • (501) 225-7779 • Fax (501) 225-6738

April 11, 2023
tom.farmer@bentonar.org

Mayor Tom Farmer
City of Benton
P.O. Box 607
Benton, AR 72018

RE: Transmittal of Proposal for Professional **Floodplain Consulting Services**
City of Benton – Thomas Park Development Project
Benton, Saline County, Arkansas
FTN No. P04207-3179-002

Dear Mayor Farmer:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional floodplain consulting services at the proposed Thomas Park project site, located in Benton, Arkansas (the Project). The Project area is generally located along the Saline River from the Interstate 30 crossing to a point approximately 3 miles upstream.

Our Basic Services will generally consist of development of hydrologic and hydraulic analyses to support submission of a Conditional Letter of Map Revision (CLOMR), as set forth in the printed Scope of Work for Basic Services (Exhibit A) and subject to the Standard Terms and Conditions (Exhibit B) which are attached to this letter. We will also furnish such Additional Services as you may request.

You are expected to furnish us with full information as to your requirements including any special or extraordinary considerations for the Project or special services needed and also to make available all pertinent existing data. In addition, we request that you provide information concerning the potential health and/or physical hazards present at the facility to which FTN employees could be exposed. This information (e.g., Safety Data Sheets, etc.) is needed to ensure FTN's compliance with the OSHA Hazard Communication Standard.

Our fee for Basic Services will be based on time and materials using the Client Rates in Exhibit C for services rendered by our principals and employees engaged directly in the project. The total fee for Basic Services will not exceed \$34,000 without prior approval from you. Any Additional Services will be charged on the basis of time and materials (Exhibit C).

Initial _____

Mayor Tom Farmer
April 11, 2023
Page 2

We will bill you monthly for Services and Reimbursable Expenses with invoices to be paid within 30 days. Unless other arrangements are made, invoices will be sent to the Client electronically via email. Payments paid electronically through Automatic Clearing House (ACH) system are preferred, however, other methods will be accepted. The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the Project.

We expect to start our services promptly after receipt of your acceptance of this proposal and pertinent data (e.g., effective hydrologic and hydraulic modeling, proposed grading plan, etc.). Additional information regarding the project schedule and deliverables for the project is discussed in Exhibit A.

If there are protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such delays including but not limited to changes in price indices and pay scales applicable to the period when services are in fact being rendered.

This proposal, which includes overview figures and Exhibits A, B, C consisting of 7 pages, represents the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, we would appreciate your printing a copy of this proposal, signing in the space below and initialing each page, and returning it to us. This proposal will be open for acceptance until May 11, 2023, unless changed by us in writing.

Thank you very much for the opportunity to present this proposal. Please do not hesitate to call me or Kale Farmer, PE, CFM at (479) 571-3334 if you have any questions relating to this proposal or additional services offered by FTN.

Respectfully submitted,
FTN ASSOCIATES, LTD.



Lee Beshoner, PE, CFM
Project Manager

Accepted this _____ day
of _____, 2023

By _____
Authorized Representative
City of Benton

LJB/kae

Attachments

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KF



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EXHIBIT A

Scope of Work for Basic Services City of Benton, Thomas Park Benton, Saline County, AR

Attached to and made part of the letter agreement dated April 11, 2023, between FTN Associates, Ltd. (FTN) and the City of Benton (the Client) with respect to the Project described therein. The specific tasks follow:

TASK 1 — DATA GATHERING AND PROCESSING

- FTN will obtain the effective hydraulic model for the Saline River, if available, from FEMA's Engineering Library. Please note that receipt of the FEMA effective hydraulic model may take up to 1 – 2 months as it is subject to outside influences (e.g., FEMA Library schedule, data transfers, etc.).
 - If available, FTN will review the effective hydraulic modeling to confirm that it matches what is shown in the current Flood Insurance Study information for Saline County, Arkansas. If no hydraulic model is available at the time of this analysis, FTN will create a replica effective model for the Project area using FEMA Standards and Technical Reference guidelines.
- FTN will obtain publicly available topographic data for the Project area and will process the data in preparation for further refinement of the existing hydraulic modeling and floodplain mapping.
- It will be the responsibility of the Client to provide FTN with the proposed site design in digital format (e.g., AutoCAD DWG format, etc.) for use in modeling the proposed development conditions.
- It is anticipated that survey data will be required for this analysis. It will be the responsibility of the Client to provide any field survey information. Any field survey information shall be certified by a registered Professional Surveyor in the State of Arkansas and shall be provided in a Horizontal Datum of NAD83, Arkansas State Plane South Zone (US Survey Foot) and a Vertical Datum of NAVD 88. FTN will perform coordination with the surveyor to describe the information needed, as needed.
- The hydraulic modeling extent for this project is from effective lettered cross section E (RM 196.58) to effective lettered cross section I (RM 200.50) for the Saline River.

TASK 2 — HYDROLOGIC ANALYSES

- FTN will review the effective hydrologic data and compare to the USGS stream gage (USGS 07363000) located in the Project area to analyze possible discharge changes to the effective hydrologic data. If the effective hydrologic data and stream gage data indicate significant differences, FTN proposes to utilize the hydrologic analyses performed as part of the effective FEMA Flood Insurance Study for Saline County, Arkansas (i.e., no changes will be made to the hydrology).



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- Hydrologic event data will consist of peak discharge data for the 10-, 50-, 100-, and 500-yr (10-, 2-, 1-, and 0.2% annual chance) 24-hour storm events.

TASK 3 — HYDRAULIC MODELING AND FLOODPLAIN MAPPING

- A suite of models will be prepared for the Project area that includes effective, duplicate effective, corrected effective, and proposed conditions scenarios. FTN will incorporate field survey that represents existing conditions together with existing topographic data processed in Task 1 to prepare new detailed hydraulic modeling for the 10-, 50-, 100-, and 500-year flood events and floodway scenario for the Project area to create a corrected effective model for the submittal.
- FTN will update the corrected effective model with the proposed development design data to create the proposed conditions scenario.
- This analysis includes one (1) proposed development model scenario. If additional model development is required to address site plan changes or other changed conditions occurring after initial model development, these tasks can be performed as Additional Services subject to approval by the Client.

TASK 4 — CLOMR SUBMITTAL

- FTN will prepare a preliminary CLOMR application, including supporting workmaps and profiles along the Project area, and submit it to the Client for review and comment. Floodplain information will be prepared to FEMA's Floodplain Boundary Standards and DFIRM format.
- FTN will prepare required MT-2 forms, perform Endangered Species Act Coordination, complete the CLOMR application narrative, finalize floodplain boundary mapping, assemble hydrologic and hydraulic modeling and supporting documentation, and prepare a public notice template in general accordance with FEMA guidelines for CLOMR applications.
- Upon acceptance of the CLOMR by the Client, FTN will finalize and submit the final CLOMR application to the City of Benton and Saline County Floodplain Administrators for review and acceptance. Upon acceptance of the CLOMR by the local Floodplain Administrators, FTN will submit the CLOMR application to FEMA for review and acceptance.
- FTN will address comments received by the Client, City of Benton and Saline County Floodplain Administrators, or FEMA's CLOMR Reviewer regarding the hydraulic analysis, CLOMR Application details, and the property owner notifications within 2 weeks after receipt. Any questions directed to the proposed development will be the responsibility of the Client or Client's Engineering Representative.
- FTN will work with the Client to publish the public notice in the legal not local newspaper upon approval from FEMA.

- *The current CLOMR review fee for an online submittal is \$6,500. This initial fee is included in this scope. If the review fee changes prior to submittal of the CLOMR, Additional Services in the amount of the increase will be required.*

TASK 5 — COORDINATION & ASSUMPTIONS

- FTN will conduct routine coordination with the Client, including monthly invoicing and associated progress reports.
- This proposal includes coordination phone calls and 1 meeting with the Client to discuss status of the Project and/or explain results of the Project. Any additional meetings will be considered Additional Services.
- This scope does not include coordination with other state or federal agencies that may have a regulatory jurisdiction over the Project area, such as the State of Arkansas Natural Resources Division, USACE, etc., or related tasks, unless identified in the Project scope specifically. If needed, coordination with other agencies may be performed as Additional Services.
- Applications and fees and/or permit applications, drainage reports, or fees required by the City of Benton or Saline County for development of or on the property are not within the scope of this Project and will be considered Additional Services.
- If the Project proceeds to completion, it is FEMA's expectation that a Letter of Map Revision (LOMR) will be submitted to allow for the updated Project area to be removed from the effective floodplain mapping. No documentation or work associated with a LOMR is included in this proposal.
- The Client will provide FTN detailed location data, survey data, and other supporting information for the Project Site in a timely fashion.
- If collection of additional data to extend the model beyond the proposed Project extent or processing of additional datasets is required, these tasks will be considered Additional Services and may extend the timeline.

SCHEDULE:

- We anticipate completing a draft CLOMR submission within ten (10) weeks of acceptance of this proposal and receipt of all pertinent data necessary for CLOMR completion (i.e., proposed development and grading plans, field survey data and survey certification documentation, FEMA effective hydraulic models, etc.).
- Submit CLOMR Application to FEMA within 1 week of receipt of approval from Client on draft CLOMR Application.

EXHIBIT B

Standard Terms and Conditions For FTN Contracts

1. Standard of Care The services provided by FTN shall be performed in accordance with generally accepted professional practice at the time when and the place where the services are rendered.
2. Independent Contractor FTN is an independent contractor and not an employee or agent of CLIENT. CLIENT is not responsible for any of its activities. Any taxes, licenses, permits, required filing of forms or any other conditions imposed upon or required to render FTN Services shall be satisfied by FTN at FTN's expense.
3. Insurance FTN shall procure and maintain insurance for protection from claims under workers' compensation acts. FTN shall procure and maintain liability insurance against claims based on FTN's negligence for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages based on FTN's negligence because of injury to or destruction of property including loss of use resulting therefrom.
4. Indemnification
 - a. FTN does hereby indemnify and save harmless CLIENT from and against any and all liability and claims of liability of any and every kind and nature, including without limitation bodily injury, death and property damage, arising out of any negligent act by FTN, and FTN, at FTN's sole expense, shall handle all such claims, defend all lawsuits filed against CLIENT therein, and reimburse CLIENT in cash for all reasonable expense incurred by CLIENT on account thereof, provided, that if CLIENT elects to retain independent counsel, FTN shall reimburse CLIENT for all costs reasonably incurred by CLIENT to defend itself through attorneys of CLIENT's choice. There is hereby excepted from the foregoing any and all liability and claims of liability solely attributable to acts of CLIENT's direct payroll employees, and there is hereby further excepted from the foregoing any and all liability and claims of liability for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract.
 - b. CLIENT does hereby indemnify and save harmless FTN from and against any and all liability and claims of liability of any and every kind and nature including without limitation bodily injury, death, property damage and claims for environmental pollution which are not the result of negligence on the part of FTN in FTN's performance of this contract, and CLIENT, at CLIENT's sole expense, shall handle all such claims, defend all lawsuits filed against FTN on account thereof, pay all judgments rendered against FTN therein, and reimburse FTN in cash for all reasonable expense incurred by FTN on account thereof, provided, that if FTN elects to retain independent counsel, CLIENT

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shall reimburse FTN for all costs reasonably incurred by FTN to defend itself through attorneys of FTN's choice.

5. Electronic Deliverables Any use or reuse of original or altered computer files by CLIENT or others without written verification by FTN for purposes other than for the specific purpose intended will be at CLIENT's risk and full legal responsibility. Furthermore, CLIENT will, to the fullest extent permitted by law, indemnify and hold FTN harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting therefrom. Any verification of such adaptation by CLIENT will entitle FTN to additional compensation at the then current rate.

The submitted data files are intended to work only as described. The files are compatible only with the software and operating platform described. FTN makes no warranty as to the compatibility of these files for versions of the software other than for those stated. FTN is not responsible for uses of the data outside of or beyond the scope of the Agreement.

Because data stored on electronic media can deteriorate undetected or can be modified without FTN's knowledge, CLIENT agrees that FTN will not be held liable for the completeness or correctness of the electronic media, with respect to its originally intended use as defined in the agreement, after an acceptance period of 30 days after delivery of the electronic files. FTN stands by the accuracy of sealed drawings that accompany submittals.

The electronic files are submitted to CLIENT for a 30-day Acceptance Period. During this period, CLIENT may review and examine these files; any errors, relative to the intended use of the files, detected during this time will be corrected by FTN as part of the basic agreement. Any changes requested after the Acceptance Period will be considered additional services to be performed on a time and materials basis, at the then current rates plus terms and conditions.

6. Termination This agreement may be terminated at any time, for any cause by either party upon thirty days written notice to the other party. In such event, CLIENT shall forthwith pay FTN in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement. Notwithstanding the termination or expiration of this agreement, the indemnities provided in paragraph 4 hereof shall survive and remain in full force and effect.
7. Assignment This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. Limit of Liability It is understood that any and all professional liabilities incurred by FTN throughout the course of rendering professional services on this Project shall be limited to a maximum of the net fee received by FTN, not including reimbursable expenses and subconsultants, for all services rendered on the Project.

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9. Confidentiality of Information No information concerning this Project shall be released by FTN.
10. Precedence These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition notice to proceed, or like document regarding FTN's services.
11. Severability If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
12. Survival These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.
13. Controlling Law This Agreement is to be governed by and construed in accordance with the laws of the State of Arkansas.

EXHIBIT C

**2023 Fee Schedule¹
FTN Associates, Ltd.**

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2023 – December 31, 2023



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