

Benton Advertising & Promotion Commission

Agenda

June 14, 2023

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

I. Call to Order

II. Roll Call	Present	Absent
Steve Brown	_____	_____
Alison Burch	_____	_____
Scott Elliott	_____	_____
Bill Eldridge	_____	_____
Elgin Hamner IV	_____	_____
Steve Lee	_____	_____
Luke Moody	_____	_____

III. Minutes from May 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

- A. Juneteenth Celebration – 2nd Reading and Vote
- B. Amplify – 2nd Reading and Vote
- C. Saline County Art League – 1st Reading
- D. Saline County Fair & Rodeo – 1st Reading
- E. Old Fashioned Day – 1st Reading

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
May 17, 2023

I. CALL TO ORDER

Chairman Bill Eldridge called the meeting of the Benton Advertising & Promotion Commission to order on May 17, 2023, at 3:33 pm at the Benton Municipal Complex in Council Chambers.

II. ROLL CALL

Commissioners in attendance at 3:31 were: Bill Eldridge, Steve Lee, Alison Burch and Luke Moody. Scott Elliott, Steve Brown and Elgin Hamner IV were absent.

III. MINUTES

Luke Moody made a motion to approve the minutes of the April 19, 2023 meeting. Steve Lee seconded. Motion carried.

IV. FINANCIAL REPORTS

Financial reports were presented by Mandy Spicer. The A&P Commission bank accounts show the following balances as of April 30, 2023:

Bank OZK – Focus Group Project	\$264,893.26
Bank OZK – A&P	\$62,931.59
Bank OZK – Event Center	\$287,304.45
Bank OZK – Savings	<u>\$367,961.15</u>
Total Checking/Savings	\$983,090.45

A&P profit and loss statements: for the month of April 2023 total income of \$17,406.23 and total expenses of \$12,060.12 resulting in net income of \$5,346.11. For the year to date as of April 30, 2023 total income of \$65,532.60 and total expenses of \$59,208.01 resulting in net income of \$6,324.59.

Event Center profit and loss statements: for the month of April 2023 total income of \$43,025.30, total operating expenses of \$31,819.39 resulting in net income of \$11,205.91. For the year to date as of April 30, 2023 total income of \$218,735.46, total operating expenses of \$155,574.14 resulting in net ordinary income of \$63,161.32. With the capital expenditures of \$75,191.59, there is a net loss of (\$12,030.27).

Focus Group profit and loss statement: for the month of April 2023 total income of \$18,044.52 and total expenses of \$0 resulting in net income of \$18,044.52. For the year to date as of April 30, 2023 total income of \$67,602.93, total operating expenses of \$0 resulting in net income of \$67,602.93.

Mandy Spicer presented the bank account report with the following reconciled balances as of April 30, 2023:

	Statement Balance	Prev. Month's Balance
A&P Collections General	\$3,540.07	\$5,496.23
Bond Account	Closed	Closed
A&P Large Project Checking	\$1,009,843.55	\$920,655.37
A&P Small Project Checking	\$494,757.07	\$458,783.20
A&P General Operating Checking	\$66,731.59	\$58,684.58
Benton Focus Group Checking	\$264,893.26	\$246,848.74
Benton Event Center Gen Operating Checking	\$290,793.43	\$286,399.71
Benton Event Center Savings	<u>\$367,961.15</u>	\$366,751.37
	<u>\$2,498,520.12</u>	

Mandy Spicer reported that collections received in the month of April 2023 were \$174,446.63 which is the largest amount collected in a single month. Below are the amounts collected in April of this year along with April of the previous four years:

April 2023 Collections	\$174,446.63
April 2022 Collections	\$158,659.20
April 2021 Collections	\$150,715.18
April 2020 Collections	\$105,889.39
April 2019 Collections	\$129,020.47

Luke Moody made a motion to accept the financial reports as presented. Steve Lee seconded. Motion carried.

V. DELINQUENCIES

Mandy Spicer reported that there are currently six current delinquencies that are all restaurants and they have contacted to bring their accounts current.

Mandy explained that there is one business that is behind three months and all notification procedures have been followed (multiple calls, letter delivered via U.S. Mail, notification published in the *Saline Courier*, letter delivered via Certified Mail). The business has been notified of the intent to revoke its privilege license. No response has been received. The commissioners discussed that the rules are provided to all businesses who pay the A&P tax and they believe the City has done its due diligence to communicate with the business.

Steve Lee made a motion to send a notice to the owner of the delinquent business notifying him that a hearing will be held on May 26 at 9 am with the intent to revoke his A&P permit and privilege license if the account is not brought current by the end of the hearing. Luke Moody seconded. Motion carried.

VI. FUNDING

Juneteenth Celebration – 1st Reading

Bill Eldridge noted that the funding request is \$500 and recognized Kaleb Turner with Benton Parks & Recreation. Kaleb explained that the free event is scheduled for June 17 at Ralph Bunche Park. There will be food, a kid zone, a DJ, yard games, a scavenger hunt and other activities. The \$500 requested amount is to pay for advertising on the billboard on Interstate 30 at Walmart. Bill Eldridge thanked Kaleb Turner and told him the request will be voted on at the next A&P meeting.

Amplify – 1st Reading

Bill Eldridge provided that the funding request is \$25,000 and recognized Josh Turner with the Amplify Festival. Josh Turner told the commission that Amplify has always had two unpaid staff members (himself and Matt Brumley) but with Matt becoming the county judge, he will not be involved with the planning. It was tentatively decided to not have the festival anymore; however, it was decided to partner with Pulse which is a non-profit 100% donor funded organization that organizes these types of festivals. Pulse has global festival experience with contacts and connections and its representatives are excited to partner with Amplify. Josh provided that there is a great lineup of artists for the August 18-19 shows. Bill Eldridge thanked Josh Turner and told him the request will be voted on at the next A&P meeting.

VII. REPORT FROM BENTON EVENT CENTER

Nikki Chumley reported that there have been 20 events with 5,290 attendees since the last A&P meeting, including a scrapbooking group, multiple fundraisers, Bryant's prom, a job fair, a business expo and a high school graduation.

Nikki advised the commission that she has been communicating with a renter who held a private birthday party in January that has not paid for additional charges incurred. The charges include chair rental fees, overtime charges and the loss of the security deposit due to the extreme messy condition of the building once they exited. Nikki has attempted to communicate with the renter several times via email and phone but has received no response. City Attorney Baxter Drennon advised that pursuing the matter in small claims court would be option. Luke Moody made a motion for Baxter Drennon to pursue the matter in small claims court to obtain the funds from the renter. Steve Lee seconded. Motion carried.

VIII. REPORT ON THE DEVELOPMENT OF EXIT 114 PROPERTY

Bill Eldridge recognized Mandy Spicer who provided details about the request for qualifications for professional services for floodplain and environmental consulting services. The response was received from FTN Associates, Ltd. Mandy explained that according to state law, pricing cannot be requested in a request for qualification. She said it's a very narrow scope of work with very few contractor options. Steve Lee made a motion to accept FTN Associates, Ltd.'s qualifications and authorized Bill Eldridge to enter into discussions with a company representative to negotiate pricing for services

on all tracts of land involved with the Exit 114 property. Alison Burch seconded. Motion carried.

IX. OLD BUSINESS
None.


X. NEW BUSINESS
None.

XI. OTHER BUSINESS
None.

XII. ADJOURNMENT
Luke Moody made a motion to adjourn the meeting. Alison Burch seconded. Motion carried. The meeting was adjourned at 4:09 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 May 31, 2023

	May 31, 23
ASSETS	
Current Assets	
Checking/Savings	
Bank OZK - Focus Group Project	282,911.97
Bank OZK - A&P	70,610.48
Bank OZK - Event Center	315,703.42
Bank OZK - Savings	369,391.66
Total Checking/Savings	1,038,617.53
Total Current Assets	1,038,617.53
TOTAL ASSETS	1,038,617.53
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	630.11
Total Other Current Liabilities	630.11
Total Current Liabilities	630.11
Total Liabilities	630.11
Equity	
Retained Earnings	920,882.20
Net Income	117,105.22
Total Equity	1,037,987.42
TOTAL LIABILITIES & EQUITY	1,038,617.53

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
May 2023

	<u>May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	223.92	125.00	98.92	179.14%
Sales Tax Revenue	16,986.89	15,890.00	1,096.89	106.9%
Total Income	<u>17,210.81</u>	<u>16,015.00</u>	<u>1,195.81</u>	<u>107.47%</u>
Gross Profit	17,210.81	16,015.00	1,195.81	107.47%
Expense				
Accounting Services	500.00	500.00	0.00	100.0%
Advertising Expense	312.50	150.00	162.50	208.33%
Comp. for Commissioners	600.00	750.00	(150.00)	80.0%
Funding	0.00	3,333.00	(3,333.00)	0.0%
Legal Counsel	1,200.00	1,200.00	0.00	100.0%
Repairs & Maintenance	246.09	0.00	246.09	100.0%
Service Agreement	6,658.33	6,658.33	0.00	100.0%
Total Expense	<u>9,516.92</u>	<u>12,591.33</u>	<u>(3,074.41)</u>	<u>75.58%</u>
Net Ordinary Income	<u>7,693.89</u>	<u>3,423.67</u>	<u>4,270.22</u>	<u>224.73%</u>
Net Income	<u><u>7,693.89</u></u>	<u><u>3,423.67</u></u>	<u><u>4,270.22</u></u>	<u><u>224.73%</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 May 2023

	<u>Jan - May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	852.00	505.00	347.00	168.71%
Sales Tax Revenue	81,891.41	72,708.00	9,183.41	112.63%
Total Income	<u>82,743.41</u>	<u>73,213.00</u>	<u>9,530.41</u>	<u>113.02%</u>
Gross Profit	82,743.41	73,213.00	9,530.41	113.02%
Expense				
Accounting Services	2,075.00	2,500.00	(425.00)	83.0%
Advertising Expense	20,640.50	20,750.00	(109.50)	99.47%
Comp. for Commissioners	2,100.00	2,250.00	(150.00)	93.33%
Funding	3,810.50	16,667.00	(12,856.50)	22.86%
Legal Counsel	5,550.00	6,000.00	(450.00)	92.5%
Office Expense	127.42	0.00	127.42	100.0%
Postage	85.33	50.00	35.33	170.66%
Repairs & Maintenance	1,044.53	0.00	1,044.53	100.0%
Service Agreement	33,291.65	33,291.65	0.00	100.0%
Total Expense	<u>68,724.93</u>	<u>81,508.65</u>	<u>(12,783.72)</u>	<u>84.32%</u>
Net Ordinary Income	<u>14,018.48</u>	<u>(8,295.65)</u>	<u>22,314.13</u>	<u>(168.99%)</u>
Net Income	<u>14,018.48</u>	<u>(8,295.65)</u>	<u>22,314.13</u>	<u>(168.99%)</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
May 2023

	<u>May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	2,578.02	400.00	2,178.02	644.51%
Sales-Revenue				
Alcohol Sales-Beer/Wine	878.00	13.00	865.00	6,753.85%
Alcohol Sales-Mixed Drinks	551.08	421.00	130.08	130.9%
Refunds/Returns	(300.00)	0.00	(300.00)	100.0%
Sales-Revenue - Other	48,303.80	28,482.00	19,821.80	169.59%
Total Sales-Revenue	<u>49,432.88</u>	<u>28,916.00</u>	<u>20,516.88</u>	<u>170.95%</u>
Sales Tax Revenue	16,986.89	15,890.00	1,096.89	106.9%
Total Income	<u>66,419.77</u>	<u>44,806.00</u>	<u>21,613.77</u>	<u>152.63%</u>
Gross Profit	66,419.77	44,806.00	21,613.77	152.63%
Expense				
Alcohol Expense	631.56	0.00	631.56	100.0%
Alcohol Permit Expense	2,500.00	2,500.00	0.00	100.0%
Bank Service Fees	630.70	245.30	384.40	256.07%
Building Alarm System	147.60	148.00	(0.40)	99.73%
Cable TV	184.22	175.70	8.52	104.85%
Cleaning Service	1,706.25	1,200.00	506.25	142.19%
Contract Labor	4,324.90	4,168.60	156.30	108.55%
Health Insurance	1,166.63	1,166.63	0.00	100.0%
Internet	323.95	325.00	(1.05)	99.68%
Labor Expenses	12,838.16	12,864.92	(26.76)	99.79%
Office Expense	941.49	100.00	841.49	941.49%
Pest Control Expense	339.07	339.07	0.00	100.0%
Repairs & Maintenance	5,728.95	5,900.00	(171.05)	57.87%
Supplies	2,699.46	938.25	1,761.23	287.71%
Telephone Expense	106.12	219.22	(113.10)	48.41%
Trash Pickup	273.06	641.56	(368.50)	42.56%
Utilities	4,701.33	6,025.00	(1,323.67)	78.03%
Website	59.95	59.95	0.00	100.0%
Total Expense	<u>39,502.42</u>	<u>41,017.20</u>	<u>(1,514.78)</u>	<u>96.31%</u>
Net Ordinary Income	<u>26,917.35</u>	<u>3,788.80</u>	<u>23,128.55</u>	<u>704.15%</u>
Net Income	<u>26,917.35</u>	<u>3,788.80</u>	<u>23,128.55</u>	<u>704.15%</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 May 2023

	<u>Jan - May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	10,381.73	1,750.00	8,631.73	593.24%
Sales-Revenue				
Alcohol Sales-Beer/Wine	9,421.50	4,830.00	4,591.50	195.06%
Alcohol Sales-Mixed Drinks	1,672.73	2,621.00	(948.27)	63.82%
Refunds/Returns	(650.00)	(300.00)	(350.00)	216.67%
Sales-Revenue - Other	185,015.88	188,388.00	(3,372.12)	98.21%
Total Sales-Revenue	<u>195,460.11</u>	<u>195,539.00</u>	<u>(78.89)</u>	<u>99.96%</u>
Sales Tax Revenue	81,891.41	72,708.00	9,183.41	112.63%
Total Income	<u>287,733.25</u>	<u>269,997.00</u>	<u>17,736.25</u>	<u>106.57%</u>
Gross Profit	287,733.25	269,997.00	17,736.25	106.57%
Expense				
Advertising Expense	186.50	0.00	186.50	100.0%
Alcohol Expense	4,959.80	2,512.77	2,447.03	197.38%
Alcohol Permit Expense	2,500.00	2,500.00	0.00	100.0%
Bank Service Fees	3,080.52	2,404.78	675.74	128.1%
Building Alarm System	885.60	1,404.00	(518.40)	63.08%
Cable TV	904.06	878.50	25.56	102.91%
Cleaning Service	5,881.88	6,000.00	(118.12)	98.03%
Contract Labor	20,275.55	17,639.95	2,635.60	114.94%
Dues & Memberships	325.00	325.00	0.00	100.0%
Health Insurance	5,653.30	5,653.30	0.00	100.0%
Internet	1,619.76	1,625.00	(5.25)	99.68%
Labor Expenses	69,656.55	70,194.69	(538.14)	99.23%
Laundry Expense	8,075.63	5,029.34	3,046.29	160.57%
Linen & Supplies	447.91	564.99	(117.08)	79.28%
Mileage Reimbursement	73.26	250.80	(177.54)	29.21%
Office Expense	2,316.18	2,092.24	223.94	110.7%
Pest Control Expense	601.59	667.22	(65.63)	90.16%
Repairs & Maintenance	27,868.91	36,842.00	(8,973.09)	75.64%
Supplies	8,861.82	9,494.90	(633.08)	93.33%
Telephone Expense	904.28	993.94	(89.56)	90.99%
Trash Pickup	1,625.20	1,718.16	(92.96)	94.59%
Utilities	28,073.52	29,015.24	(941.72)	96.75%
Website	299.75	299.75	0.00	100.0%
Total Expense	<u>195,076.56</u>	<u>198,106.47</u>	<u>(3,029.91)</u>	<u>98.47%</u>
Net Ordinary Income	<u>92,656.69</u>	<u>71,890.53</u>	<u>20,766.16</u>	<u>128.89%</u>
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>			
Net Income	<u>17,465.10</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
May 2023

	<u>May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	1,031.82	300.00	731.82	343.94%
Sales Tax Revenue	16,986.89	15,890.04	1,096.85	106.9%
Total Income	<u>18,018.71</u>	<u>16,190.04</u>	<u>1,828.67</u>	<u>111.3%</u>
Gross Profit	<u>18,018.71</u>	<u>16,190.04</u>	<u>1,828.67</u>	<u>111.3%</u>
Net Ordinary Income	<u>18,018.71</u>	<u>16,190.04</u>	<u>1,828.67</u>	<u>111.3%</u>
Net Income	<u><u>18,018.71</u></u>	<u><u>16,190.04</u></u>	<u><u>1,828.67</u></u>	<u><u>111.3%</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 May 2023

	<u>Jan - May 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Interest	3,730.23	1,200.60	2,529.63	310.7%
Sales Tax Revenue	81,891.41	72,707.72	9,183.69	112.63%
Total Income	<u>85,621.64</u>	<u>73,908.32</u>	<u>11,713.32</u>	<u>115.85%</u>
Gross Profit	<u>85,621.64</u>	<u>73,908.32</u>	<u>11,713.32</u>	<u>115.85%</u>
Net Ordinary Income	<u>85,621.64</u>	<u>73,908.32</u>	<u>11,713.32</u>	<u>115.85%</u>
Net Income	<u>85,621.64</u>	<u>73,908.32</u>	<u>11,713.32</u>	<u>115.85%</u>

NO ASSURANCE IS PROVIDED ON THESE STATEMENTS.

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

Account Name	Acct #	Statement Balance	Previous Month's Balance
Cash Accounts:			
A&P Collections General	***1584	1,313.91	3,540.07
Bond Account	***1592	CLOSED	CLOSED
			0.00
A&P Large Project Checking	50% ***0318	1,096,431.70	1,009,843.55
A&P Small Project Checking	20% ***0348	530,658.31	494,757.07
A&P General Op Checking	10% ***3297	70,610.48	66,731.59
Benton Focus Group Checking	10% ***2274	282,911.97	264,893.26
			0.00
Benton Event Center General Op Checking	10% ***2640	316,003.42	290,793.43
Benton Event Center Savings	***9832	369,391.66	367,961.15
TOTAL OPERATING CASH & INVESTMENTS			<u><u>2,667,321.45</u></u>

NOTICE

**The following businesses are delinquent in the
remittance of their Benton Advertising and Promotion Tax
as of June 12, 2023**

Breitweiser *PAID*
Bullocks – Ayan786 Mart
Jimmy's Super Stop
Mama Mia Pizzeria
Meltdown Eatery
Pasta J
Scott Hill dba HGCF
Shiv Lodging
SQRL-Benton
The Mighty Crab
Vibrant Nutrition

This notice is being placed in accordance with the Benton Advertising and Promotion Commission Delinquency Policy, as adopted November 15, 2012.

Benton Event Center-Event Report

May 17 to June 13, 2023

October 1, 2013 to April 17, 2023

798,222

	Date(s)	# of Attendees
AR Chronic Disease Forum	5/17-18/2023	300
New Life Assembly Mother/Daughter Brunch	5/20/2023	66
Smith Baby Shower	5/21/2023	60
First Baptist-Benton Volunteer Appreciation	5/21/2023	180
Simmons Bank Fraud Luncheon	5/22/2023	20
AR Legislative Audit CPE Conference	5/23-25/2023	525
Garcia Quinceanera	6/2-4/2023	800
Wiloughby Wedding & Reception	6/2-3/2023	130
AR Retired Teachers Association Convention	6/5-6/2023	230
Ridhi Patel Wedding Celebration (6 events)	6/7-6/11/2023	3,280
AASEA Summer Conference	6/11-6/13/2023	600

11 events

6,191

TOTAL:

804,413



water resources / environmental consultants

124 W Sunbridge Drive, Suite 3 • Fayetteville, AR 72703 • (479) 571-3334 • FAX (479) 571-3338

June 9, 2023

bill.eldridge@gatewaybank.bank

Mr. Bill Eldridge
Chairman, Benton Advertising & Promotion Commission
City of Benton
114 S. East Street
Benton, AR 72015

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

Dear Mr. Eldridge:

FTN Associates, Ltd. (FTN) appreciates the opportunity to submit the following proposal to provide professional engineering services and professional environmental consulting services for the proposed Thomas Park project site, located in Benton, Arkansas (the Project). The Project area is approximately 511 acres of land generally located along the Saline River between Interstate 30 crossing and Highway 5.

Our Basic Services will generally consist of development of hydrologic and hydraulic analyses to support submission of a Conditional Letter of Map Revision (CLOMR) and delineation of Section 404 issues, all as set forth in the attached 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

Initial _____

Mr. Bill Eldridge
June 9, 2023
Page 2

fee for Basic Services will not exceed \$56,500 without prior approval from you. Any Additional Services will be charged on the basis of time and materials (Exhibit C).

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 Exhibits A, B, C consisting of 9 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 July 7, 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 (479) 571-3334 or Jimmy Rogers at (501) 225-7779 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/tas

Attachments

S:\PROPOSALS\04207-3179-002\FINAL\REVISED\2023-06-09 FTN PROP CITY OF BENTON- H&H ANALYSIS TO SUPPORT CLOMR.DOCX



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EXHIBIT A

Scope of Work for Basic Services Environmental & Floodplain Consulting Services of Thomas Park for the Advertising and Promotion Commission City of Benton, AR

Attached to and made part of the letter agreement dated June 9, 2023, between FTN Associates, Ltd. (FTN) and the City of Benton (the Client) with respect to the Project described therein. The specific tasks follow:

FLOODPLAIN PROFESSIONAL SERVICES

FP 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.



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FP 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).
- 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.

FP 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.

FP 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.



Initial _____

- 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.*

FP 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.



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FP 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.

ENVIRONMENTAL PROFESSIONAL SERVICES

For the Environmental Scope of Work, the Project area is generally located along the Saline River between Interstate 30 and Highway 5 and is comprised of approximately 511 acres of land.

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

ENV 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.

ENV 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.

ENV TASK 4 — COORDINATION & ASSUMPTIONS

- Under this task, FTN will conduct coordination of project issues with the Client as necessary and conduct standard project management activities.
- The Client will arrange access to the project property for FTN for performance of the Scope of Work for Environmental Basic Services 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 2 listed above includes conducting an onsite delineation and preparing a delineation report. Task 3 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.

ENV SCHEDULE:

- FTN will provide a Section 404 delineation report within 60 business days of authorization to proceed.

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.
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

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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. If a properly submitted request pursuant to the Arkansas Freedom of Information Act is submitted to the City of Benton, FTN will release documentation (e.g., modeling, findings) completed as part of the deliverables for this project.
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.



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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.



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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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**COST-SHARING AGREEMENT FOR FLOOD PLAIN AND ENVIRONMENTAL
CONSULTING SERVICES**

WHEREAS, the City of Benton, Arkansas, by and through the Advertising and Promotion Commission (collectively "Commission"), has purchased and/or entered into contracts to purchase approximately 511 acres of land located along the Saline River between Interstate 30 and Highway 5 (the "Property"); and

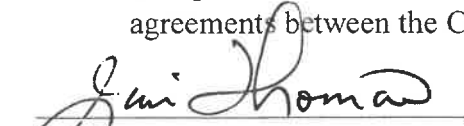
WHEREAS, the Commission has purchased one parcel of the Property and is under contract to purchase the remaining nine parcels of the Property from Jim Thomas and his family members; and

WHEREAS, the Commission desires to enter into an agreement to procure flood plain and environmental consulting services ("Consulting Services"), which will benefit the entirety of the Property, including the nine parcels of the Property for which the sale has not been completed; and

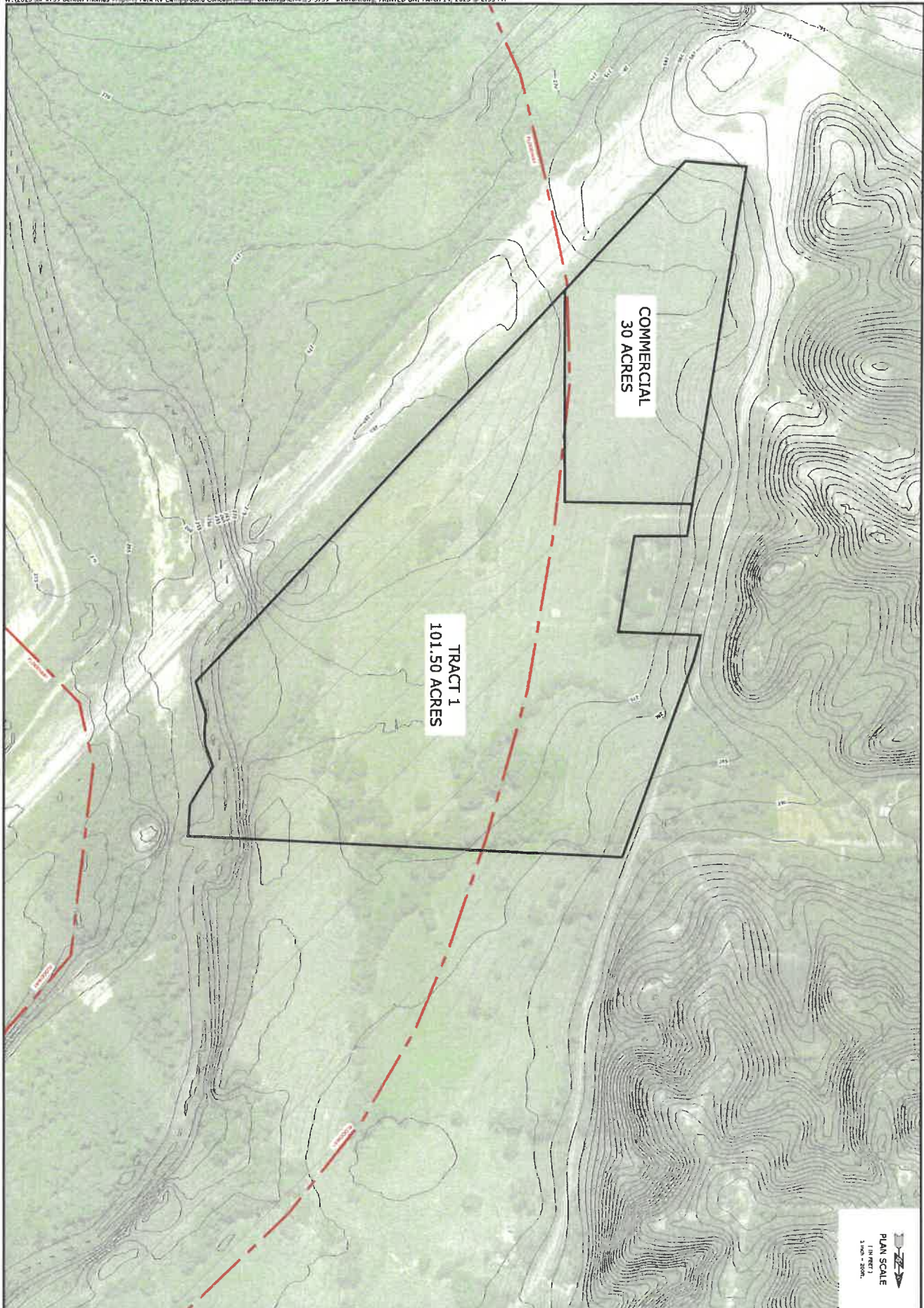
WHEREAS, because the Consulting Services will benefit the entirety of the Property before the sale is completed, the Commission and Mr. Thomas wish to enter into a cost-sharing agreement related to the Consulting Services.

Now, therefore, in consideration of the promise set forth, the parties agree to the following:

1. The anticipated cost of the Consulting Services is \$56,500. A copy of the contract regarding the Consulting Services is attached hereto as Exhibit A. The Commission will pay the total costs of the Consulting Services in accordance with that contract.
2. If the sale of any one of the nine parcels of the Property currently under contract is not closed in accordance with those contracts due to the fault of Mr. Thomas or one of the other sellers, Mr. Thomas agrees to reimburse the Commission the proportionate share of the cost of the Consulting Services. For example, if two of the parcels are ultimately not sold to the Commission due to the fault of Mr. Thomas or one of the sellers, Mr. Thomas agrees to be responsible for 20% of the cost of the Consulting Services.
3. Except as stated herein, nothing in this Cost-Sharing Agreement alters or changes any prior agreements between the Commission and Mr. Thomas.


Jim Thomas

 06/07/2023
Bill Eldridge, Commission Chair



PLAN SCALE
1" = 400'

23-5739 -
DESIGN - 2000
SCALE_P1

REVISIONS		
REV	DATE	DESCRIPTION



THOMAS PARK
RV CAMPGROUND
BENTON ARKANSAS

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS ROAD
LITTLE ROCK, ARKANSAS 72204
(501) 371-0272
HTTP://WWW.MCE.US.COM