

BENTON CITY COUNCIL

REGULAR SESSION

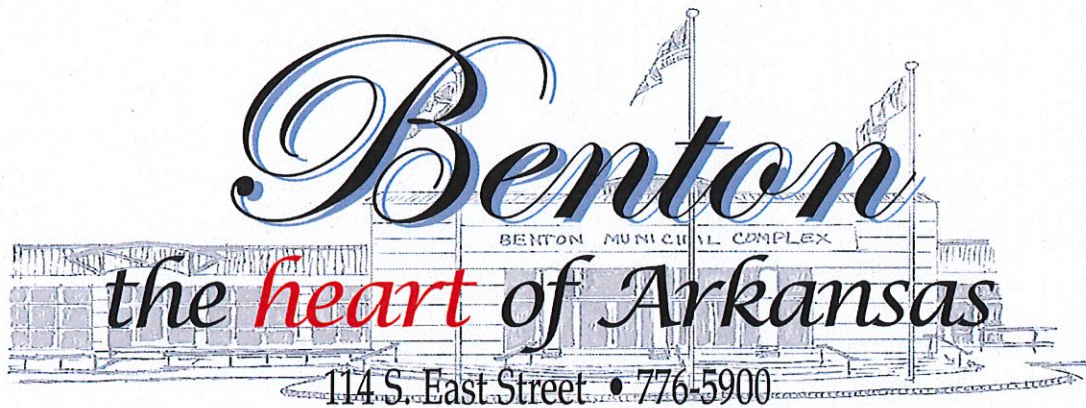
OCTOBER 28, 2019

7:00 PM

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AGENDA MEETING

6:30 PM



BENTON MUNICIPAL COMPLEX
114 SOUTH EAST STREET
COUNCIL CHAMBERS

TOM FARMER, MAYOR

BENTON CITY COUNCIL
October 28, 2019
7:00 PM
AGENDA

- | | | |
|--------------|--|---|
| I. | Call to Order | Mayor Farmer |
| II. | Invocation | Jim Gardner |
| III. | Pledge of Allegiance | Council Member Ham |
| IV. | Roll Call | City Clerk |
| V. | Approval of Minutes | September 23, 2019
<i>Regular Meeting</i> |
| VI. | Service Awards
<i>James Chitwood – 25 years of service</i>
<i>Linda Kreuser – 15 years of service</i> | Mayor Farmer |
| VII. | Proclamation
<i>"Friends of the Library Week" October 20 – 26, 2019</i> | Mayor Farmer |
| VIII. | COMMITTEE REPORTS & MOTIONS | |
| | 1. Finance Committee | Council Member Cash |
| | A.) ORDINANCE NO. 75 OF 2019
<i>AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE GENERAL FUND AS ADOPTED IN ORDINANCE 1 OF 2019; ACCEPTING A DONATION FROM THE DOWNTOWN MERCHANTS ASSOCIATION TO HELP PAY FOR ARTISIC CROSSWALKS IN THE HISTORIC DISTRICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | B.) ORDINANCE NO. 76 OF 2019
<i>AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE GENERAL FUND AND THE PARKS FUND AS ADOPTED IN ORDINANCE 1 OF 2019; ACCEPTING SALE PROCEEDS FOR OLD CELL PHONES AND IPADS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES</i> | |
| | 2. Community Services/Animal Control | Council Member Reed |
| | A.) ORDINANCE NO. 77 OF 2019
<i>AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A HAIR SALON AT 1313 ALCOA ROAD; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES</i> | |
| | B.) ORDINANCE NO. 78 OF 2019
<i>AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A LICENSED IN-HOME DAYCARE AT 2414 RED BUD; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES</i> | |
| | 3. Street & Drainage Committee | Council Member Hamm |
| | A.) RESOLUTION NO. 73 OF 2019
<i>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH BURKHALTER TECHNOLOGIES, INC. FOR CONSTRUCTING CERTAIN DRAINAGE IMPROVEMENTS IN THE AREA OF PRINCETON AND MONTCLAIR STREETS; AND FOR OTHER PURPOSES</i> | |

B.) RESOLUTION NO. 74 OF 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH MCNEIL FARMS AND EXCAVATING, LLC FOR REHABILITATING THE BRIDGEWATER CULVERT IN THE CITY; AND FOR OTHER PURPOSES

- 4. Personnel/Health & Safety Committee Council Member Donnor**

A.) ORDINANCE NO. 79 OF 2019

AN ORDINANCE AMENDING AND RESTATING THE WAGE SCALE FOR EMPLOYEES IN THE CITY OF BENTON FIRE DEPARTMENT; AMENDING ORDINANCES 10 OF 2014 AND 71 OF 2011; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

B.) RESOLUTION NO. 75 OF 2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH METLIFE FOR PROVIDING LONG TERM DISABILITY BENEFITS AND LIFE INSURANCE FOR CERTAIN CURRENT AND PAST CITY EMPLOYEES

- 5. Parks Committee Council Member Hart**

A.) RESOLUTION NO. 76 OF 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH FENCE WORLD, INC. FOR CONSTRUCTING FENCING AT BERNARD HOLLAND PARK; AND FOR OTHER PURPOSES

B.) RESOLUTION NO. 77 OF 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMERICAN BUILDING SYSTEMS. FOR CONSTRUCTING A BATTING CAGE AT TYNDALL PARK; AND FOR OTHER PURPOSES

C.) RESOLUTION NO. 78 OF 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMPUTEES BEYOND LIFE'S EXPECTATIONS, INC. FOR PROVIDING CERTAIN SERVICES TO THE CITIZENS OF BENTON; AND FOR OTHER PURPOSES

- 6. Public Utilities Commission Council Member Herzfeld**

A.) ORDINANCE NO. 80 OF 2019

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF PUBLIC UTILITY REFUNDING REVENUE BONDS TO REFUND OUTSTANDING BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY

- 7. A & P Commission Council Members Baptist & Lee**

IX. Unfinished Business

X. New Business

XI. Old Business

XII. Public Comments

XIII. Announcements

XIV. Adjourn

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
September 23, 2019
Benton Municipal Complex

The Benton City Council was called to order at 7:00 pm.

The Mayor gave the invocation.

Brent Houston led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

**Council Member Frank Baptist
Council Member Jocelyn Cash
Council Member Bill Donnor
Council Member Judd Hart
Council Member Jeff Hamm
Cindy Stracener, City Clerk**

**Council Member Steve Brown
Council Member Evelyn Reed
Council Member Jeff Morrow
Council Member James Herzfeld
Brent Houston, City Attorney
Tom Farmer, Mayor**

When roll was called nine (9) council members were present. Council Member Steve Lee was absent. A quorum was declared.

The Mayor requested approval for the August 26, 2019 city council meeting minutes. Council Member Morrow made a motion to approve the minutes, seconded by Council Member Hamm. The Mayor called for a voice vote on the approval of the minutes. All council members present replied in the affirmative. The minutes for the August 26, 2019 council meeting were approved with 9 affirmative votes and 1 absent.

Patrick Baker and Jackie Wood were recognized for 20 years of service with the city.

Charles Anderson, Jesus Feliberty-Casiano, Stacy Jones, Joseph McKinley and Tierra Coffey were sworn in as Benton Police Officers by Judge Arnold.

A proclamation was read declaring October 4th as “Go Pink for the Cure Day” in the city of Benton. See attached. A proclamation was read declaring Sunday September 22nd as “Syble Womack Day” in the City of Benton. See attached. Another proclamation was read declaring the month of September as a time to recognize the African American Community in the city of Benton. See attached.

The next item on the agenda was committee reports and motions. Council Member Cash was recognized for the Finance Committee report. Council Member Cash asked for the first reading of Ordinance 67 of 2019 – An Ordinance Amending the 2019 Budget for the General Fund as Adopted in Ordinance 1 of 2019; Authorizing the Purchase of a Voice Over IP Phone System for the City; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Reed. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Cash made a motion to suspend the rules for the second and third readings. Seconded by Council Member Baptist. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor

yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt Ordinance 67 of 2019 by title only. Seconded by Council Member Donnor. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 67 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt the emergency clause. Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Cash asked for the first reading of Ordinance 68 of 2019 – An Ordinance Amending the 2019 Budget for the Public Safety Fund as Adopted in Ordinance 1 of 2019; Authorizing the Transfer of Funds Within the Fire Department; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Baptist. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Cash made a motion to suspend the rules for the second and third readings. Seconded by Council Member Donnor. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt Ordinance 68 of 2019 on its second and third readings by title only. Seconded by Council Member Morrow. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 68 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt the emergency clause. Seconded by Council Member Morrow. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Cash asked for the first reading of Ordinance 69 of 2019 – An Ordinance Amending the 2019 Budget for the General Fund as Adopted in Ordinance 1 of 2019; Authorizing the Monetary Transfer of Budgeted Funds Within the Fire Department; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. This was for vehicle maintenance and safety. The Mayor asked for any comments, none. Council Member Cash made a motion to suspend the rules for the second and third readings. Seconded by Council Member Morrow. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council

Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt Ordinance 69 of 2019 by title only. Seconded by Council Member Morrow. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 69 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt the emergency clause. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Cash asked for the first reading of Ordinance 70 of 2019 – An Ordinance Amending the 2019 Budget for the General Fund as Adopted in Ordinance 1 of 2019; Authorizing the Purchase of a New Speaker System for City Events; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. The Mayor asked for any comments, none. Council Member Cash made a motion to suspend the rules for the second and third readings. Seconded by Council Member Reed. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt Ordinance 70 of 2019 by title only. Seconded by Council Member Morrow. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 70 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Cash made a motion to adopt the emergency clause. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Reed was recognized for a report from the Community Service/Animal Control Committee. Council Member Reed asked for the first reading of Ordinance 71 of 2019 –An Ordinance Rezoning Certain Land in the City of Benton; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Donnor. The ordinance was read by the city clerk. This was for 502 Oak Hill from R2 to C1. The Mayor asked for any comments, none. Council Member Reed made a motion to suspend the rules for the second and third readings. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council

Member Lee absent, and Council Member Hamm yes. Motion to suspend the rules was approved with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt Ordinance 71 of 2019 on its second and third readings by title only. Seconded by Council Member Cash. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 71 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt the emergency clause. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Reed asked for the first reading of Ordinance 72 of 2019 – An Ordinance Providing for a Conditional Use for a Church at the Corner of Alcoa Road and Boone Road; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Cash. The ordinance was read by the city clerk. This is for Midtowne Church. The Mayor asked for any comments, none. Council Member Reed made a motion to suspend the rules for the second and third readings. Seconded by Council Member Morrow. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion to suspend the rules was approved with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt Ordinance 72 of 2019 on its second and third readings by title only. Seconded by Council Member Donnor. The ordinance was read by title only. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 72 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt the emergency clause. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Reed asked for the first reading of Ordinance 73 of 2019 – An Ordinance Amending the 2019 Budget for the General Fund as Adopted in Ordinance 1 of 2019; Accepting Grant Funds From the Historic Preservation Program and Authorizing Expenditure of Same; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Cash. The ordinance was read by the city clerk. This is to host a historical training event. The Mayor asked for any comments, none. Council Member Reed made a motion to suspend the rules for the second and third readings. Seconded by Council Member Donnor. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and

Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt Ordinance 73 of 2019 on its second and third readings by title only. Seconded by Council Member Cash. The ordinance was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 73 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Reed made a motion to adopt the emergency clause. Seconded by Council Member Cash. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

In the agenda meeting it was voted on to add to the agenda Resolution 72 of 2019. Council Member Reed made a motion to adopt Resolution 72 of 2019 – A Resolution Authorizing the City Attorney to File Lawsuits in the Saline County Circuit Court Seeking to Abate Public Nuisances Located at Five Properties Inside the Benton City Limits; and For Other Purposes. Seconded by Council Member Hart. The resolution was read by the city clerk. The Mayor asked for any comment, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 72 of 2019 was adopted with 9 affirmative votes and 1 absent.

Council Member Hamm was recognized for a Streets and Drainage Committee report. He stated that he had nothing.

Council Member Donnor was recognized for a report from the Personnel/Health & Safety Committee. Council Member Donnor made a motion to adopt Resolution 67 of 2019 – A Resolution Adopting an Amendment to Benton Utilities Employee Pension Plan and Trust; and For Other Purposes. Seconded by Council Member Reed. This was to add trustees from utilities. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 67 of 2019 was adopted with 9 affirmative votes and 1 absent.

Council Member Donnor made a motion to adopt Resolution 68 of 2019 – A Resolution Recognizing the Services of Battalion Chief Greg Ford to the Citizens of Benton and Awarding Him His Badge and Helmet in Recognition of Those Services. Seconded by Council Member Reed. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 68 of 2019 was adopted with 9 affirmative votes and 1 absent.

Council Member Hart was recognized for a report from the Parks Committee. Council Member Hart made a motion to adopt Resolution 69 of 2019 – A Resolution Authorizing the City to Enter into a Contract with the Arkansas Hoops Academy, LLC for Providing Certain Recreational Services to the Youth of Benton; and For Other Purposes. Seconded by Council Member Herzfeld. The resolution was read by the city clerk. The Mayor asked for any comments. None. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 69 of 2019 was approved with 9 affirmative votes and 1 absent.

Council Member Hart made a motion to adopt Resolution 70 of 2019 – A Resolution Accepting the Lowest Acceptable Bid for the Replacement of Fencing at Tyndall Park; and For Other Purposes. Seconded by Council Member Morrow. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 70 of 2019 was approved with 9 affirmative votes and 1 absent.

Council Member Hart made a motion to adopt Resolution 71 of 2019 – A Resolution Authorizing the City to Enter Into a Contract with R&S Landscaping for Providing Lawn Care Services to the City; and For Other Purposes. Seconded by Council Member Cash. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Resolution 71 of 2019 was approved with 9 affirmative votes and 1 absent.

Council Member Hart asked for the first reading of Ordinance 74 of 2019 – An Ordinance Amending Ordinance 42 of 2003; Modifying Certain Regulations Contained Therein; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Herzfeld. The ordinance was read by the city clerk. This allows alcohol to be served at the Farmers Market and CW Lewis for approved events. The Mayor asked for any comments, none. Council Member Hart made a motion to suspend the rules to have the second and third readings by title only. Seconded by Council Member Morrow. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Motion was approved with 9 affirmative votes and 1 absent. Council Member Hart made a motion to adopt Ordinance 74 of 2019 on its second and third readings. Seconded by Council Member Morrow. The ordinance was read by title only. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. Ordinance 74 of 2019 was adopted with 9 affirmative votes and 1 absent. Council Member Hart made a motion to adopt the emergency clause.

Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Cash yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Herzfeld yes, Council Member Lee absent, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1absent.

Council Member Herzfeld was recognized for a report from the Public Utility Commission. He stated that he had nothing to report. A report was handed out from the last commission meeting. See attached.

Council Member Baptist was recognized for a report from the Advertising and Promotion Commission. He stated that the expiration of the commission term for Alison Burch is up and the position has been advertised. As far as funding request, no money was dispersed and no funding request made. The statement of assets, liabilities and equity shows a total of \$670,785.43. The bank account balance is \$867,750.36. The operating cash and investment account has a balance of \$470,712.53. It was reported that Benton has between 75 and 77 restaurants.

The Mayor asked for any unfinished, new or old business. None.

The Mayor asked if there were any comments from the public or council. None.

The Mayor thanked all the ones who assisted in Third Thursdays. The next council meeting will be October 28, 2019.

Council Member Donnor made a motion to adjourn, seconded by Council Member Morrow.

The meeting adjourned at 8:03 p.m.

Cindy Stracener, City Clerk

Tom Farmer, Mayor

PROCLAMATION

Whereas, The Pink Ribbon reminds us that breast cancer is the most commonly diagnosed cancer in women and the second most common cause of cancer deaths in women in the United States. When breast cancer is detected in the early stage, there is a 99% and 85% five-year survival rate for localized and regional female breast cancer, respectively. However, when breast cancer is detected when it has already spread to distant parts of the body, the five-year survival is 27%; and

Whereas, Thirty of the seventy-five counties in Arkansas do not have fixed mammography facilities, and this creates a barrier for many women to easily access mammography, thereby possibly increasing their mortality rate; and

Whereas, Breast cancer knows no boundaries, be it age, gender, socio-economic status, or geographical location. Despite tremendous progress by research breakthroughs for breast cancer, more than 42,000 people still die of breast cancer every year in the United States; and

Whereas, It is estimated that in the United States, 268,600 women and 2,670 men will be diagnosed with breast cancer during 2019, and approximately 41,760 women and 500 men will die of the disease. In Arkansas this year, an estimated 2,210 new cases in females will be detected and 410 breast cancer deaths will occur; and

Whereas, October is National Breast Cancer Awareness Month, and October 4th is designated as Go Pink for the Cure Day to bring awareness of the importance of mammography and to renew its commitment to removing obstacles that prevent women from seeking mammograms;

NOW, THEREFORE, I, TOM FARMER, ACTING UNDER MY AUTHORITY AS MAYOR OF THE CITY OF BENTON, ARKANSAS, by virtue of the authority invested in me by the laws of the State of Arkansas, do hereby proclaim October 4, 2019, as

GO PINK FOR THE CURE DAY

in the City of Benton, and urge all my fellow citizens to join me in helping to promote efforts for the prevention and treatment of this deadly disease.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Benton to be affixed this 23RD day of September, in the year of our Lord 2019.

Tom Farmer, Mayor

PROCLAMATION
RECOGNIZING THE 100th BIRTHDAY OF
MS. SYBLE WOMACK

WHEREAS, longevity of life is a blessing for an individual and for a community which benefits from the knowledge, creativity, and experiences this individual brings to all; and

WHEREAS, the City of Benton recognizes with respect and admiration the contribution of senior citizens to our community; and

WHEREAS, Ms. Syble as she is fondly called, was born in Murfreesboro, Arkansas on September 22, 1919; and

WHEREAS, Ms. Syble moved to the City of Benton in 1946 along with her new husband Lee Roy where she has resided ever since; and

WHEREAS, Ms. Syble has been a faithful member of the Northside Church of Christ for the past seventy years where she taught the first grade Bible Class for more than thirty years; and

WHEREAS, Ms. Syble was married to Lee Roy Womack for approximately 46 years until he passed in 1992; and

WHEREAS, Ms. Syble has two children Roy Womack and Joy Lacey, and is a proud grandmother to two grandchildren and four great-grandchildren; and

WHEREAS, Ms. Syble over the course of her lifetime has sent hundreds, if not thousands, of cards of encouragement to her family, friends and members of her church family as her personal ministry and touched many lives as a result.

NOW, THEREFORE, I, TOM FARMER, acting under my authority as Mayor of the City of Benton, Arkansas, do hereby proclaim Sunday, September 22nd as **SYBLE WOMACK DAY**, in the City of Benton, and urge all my fellow citizens to join me in wishing Ms. Syble many more happy, productive years.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Benton to be affixed this 22ND day of September, in the year of our Lord 2019.

Tom Farmer, Mayor

PROCLAMATION

WHEREAS, Many African American families have made the City of Benton their home since 1906; and

WHEREAS, through contributions to our community, those families have played a vital role in the history of our city by choosing to settle down and raise a family here in Benton; and

WHEREAS, our Nation's story of progress is captured in countless tales of individuals who overcame tremendous obstacles to forge new trails that have shaped our country's pathway; and

WHEREAS, through hard work and unwavering faith in America's promise of equal opportunity, generations of determined men and women have joined in a common purpose to build a better future for our children; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

NOW THEREFORE, I, TOM FARMER, acting under my authority as the Mayor of the City of Benton, Arkansas, do hereby proclaim September 2019 **as a time to recognize the African American Community** in the City of Benton, and call upon the people of Benton, Arkansas to join their fellow citizens in recognizing this special observance.

IN WITNESS HEREOF, I have hereunto set my hand and caused the Seal of the City of Benton, Arkansas, to be affixed at City Hall this 23rd day of September in the year of our Lord, two thousand and nineteen.

Tom Farmer, Mayor

CITY OF BENTON UTILITY COMMISSIONERS MEETING
MONDAY, SEPTEMBER 16, 2019, 6:00 P.M.,
ELECTRIC UTILITY BUILDING
1827 DALE AVENUE

The City of Benton Utility Commissioners met in regular session Monday, September 16, 2019, at the Electric Utility Building, 1827 Dale Avenue.

In Attendance:

Gary Ferrell, Chairman
Charlie Best, Member
Jim Martin, Member
Doug Stracener, Member
Phil Miller, Member

Chairman Ferrell called the meeting to order with all members in attendance. Member Martin gave the invocation and Member Miller led the Pledge of Allegiance.

The first item of business was approval of the minutes from the regular meeting of August 19, 2019. Member Martin made a motion to approve the minutes as presented and to file for future reference. Member Miller seconded the motion. A vote was taken and unanimous approval given.

DEPARTMENTAL REPORTS

A. Finance: August Financials- David Vondran

Mr. Vondran said Mrs. Scott is out of town at an APPA Conference and Mrs. Hawkins is ill this evening, so please bear with him. On page 3 the total revenues thru August 31, 2019 was \$24,678,253, and at the bottom of the page, the ROE is a little over 4 million. On page 13, which we are so familiar with, there is a little more breakdown of how each department fared. The Electric was about a million to the profit for the month. Water was about \$367,000 to the negative and Wastewater was about \$361,000 to the negative. One of the main reasons is this; when the 2018 bonds were issued, there was a miscommunication on his part with Mrs. Hawkins about the bond financial information verses our monthly financial report. When Mrs. Scott came on board, she noticed we were currently not accruing the interest expense on a monthly basis related to the bonds, so she has fixed that problem, caught it up and you will see the blue notes there toward the end, additional expenses accounting for the 2018 bond issue correctly. She has gone back in and included a monthly

expenditure for bond interest expense, and credited it to each department in its pro-rata portion based on the projects we are doing with the bond money. That is why it looks like Water and Wastewater took a little more of a negative hit for the month than they would have had it not been more of a catch-up case. Over all, the current YTD actual is \$4,035,950.30 ROE. Back on page 8, the sheet that provides the balances of our bank accounts and our funds, in the furthestmost left column of dollar figures, on the top portion of the Unrestricted Funds of 5.8 million, we have not made the transfers that we discussed yet because Mrs. Scott discovered this bond interest expense error. We wanted to get cleared and wait until the payments clear that you approved to the Saline Regional Public Water Authority out of that cash balance, before we make those transfers. We do intend to make those transfers as discussed, but wanted to make them after those payments came out. The total of those payments should be less than \$100,000. It is not insignificant, but still affordable. Mr. Vondran said also on page 21, the amount of total transfers to the City to date is 1.646 million, with franchise and utilities combined. The last page for your review is the Bad Debt Analysis on page 7. For the month, there were approximately \$7,500 uncollected. That amount for the year is \$78,387.84, of which we have recovered \$51,947.40. One thing we are going to start providing in the monthly financials for your information only, is our actual usage; how many kWh we are selling/using and how many thousands of gallons of water, so we can compare it to the same month of the last year. It is not easy comparing a budget from year to year if you don't remember what the weather was last year. We are so dependent on weather, and when you compare one month this year to the same month last year, it can look quite differently. Member Miller said he thought we would have sold enough water to overcome any kind of loss and Mr. Vondran said it's September. We are well on track. Member Best made a motion to approve the August 2019 Financials as presented, and Member Miller 2nd the motion. A vote was taken and unanimous approval given.

B. Fire flow to 224 W South Street

Mr. Jacob Gillip said he has been working on this today, and there are a few things to run down, but he will bring the Commission up to speed on where we are at. He passed a map and a cost estimate spreadsheet out. Mr. Gillip said if you will notice on the cost estimate, almost half is street repair because we are going to be in the street almost the entire way. There is a lot of pavement repair. He spoke to Mr. Vondran about this today, and got some information from the fire department on actual field-testing performance of the fire hydrants. The upstream hydrant, so to speak here, is at the corner of Richard and Ashley. It has decent flow but we rise in elevation when we get over to the Palace by about 35', and have a little bit of friction

loss between the 10 and the 12, so we are going to be right around the point from where we need it to be. It will take a little more investigation to be comfortable with this solution because it is going to put us in the 1,00 to 1,500 range, and we need to be at 1,500. Member Martin asked if this is as is or as projected and Mr. Gillip said as projected with the slime. Member Martin asked if that is the blue line and Mr. Gillip said yes sir, and that is running it off of the 10". Chairman Ferrell asked what it is currently and Mr. Gillip said he does not know what it is in front of the Palace. He has sent an enquiry to Chief Phillip Christenberry at the Benton Fire Department. He sent information about other fire hydrants and Mr. Gillip asked him about that one. Connecting those 2 lines may give us a bit of a boost. We are looking at it coming off just the 10" since it is the main line there. Mr. Hood said those on South Street are 500 and 700 gallons per minute hydrants. Mr. Vondran said he does have an email with that information. There is a hydrant at 325 West South with static pressure of 62 PSI and the residual pressure when it is blowing is 10 PSI, which should not be below 20 PSI. It provides a flow of 472 gallons a minute at 10 PSI. Member Stracener asked if that is the one at the Palace and Mr. Vondran said yes, the one currently at the Palace or just down the street from the Palace. Mr. Gillip said FYI on those residuals... they are measuring those in the same hydrant, so it is not the true pressure system pressure. We probably need to go out there and get some measurements the correct way to get a real feel for what we've got and Mr. Vondran agreed. Member Stracener asked what he said the static was and Mr. Vondran said 62 PSI. Chairman Ferrell asked if that is currently on the 6" on South Street and Mr. Vondran said yes sir. Chairman Ferrell asked if we are going to put together another 6 and Mr. Gillip said no sir, we are looking at tying into a 10" there, and running (that Blue line on the map) a 12" that would run up there and have minimal friction losses to get water up there. Member Martin asked if they are feeding that line with those 2 yellow lines (the 6 and 10 inch) and Mr. Vondran said yes sir. Chairman Ferrell asked if those are (2) 6's and Mr. Vondran said the one on Ashley is actually fed by the green line which is a 10". Chairman Ferrell asked if they are tying in to the green 10" and the yellow 6" and Mr. Gillip said not at Ashley. The 10" tapping sleeve and 10" gate valve are just tying to the green line there. Chairman Ferrell said that is a 10" and Mr. Gillip said yes sir. Chairman Ferrell said that 10" will then tie in to the 6" on South and Mr. Gillip said he doesn't have that prepared, but it is a possibility that we can do that. Member Stracener asked what that will do to the 6" running down South and Mr. Gillip said it would improve the fireflow there, and give another direction of feed. It may not help a lot based on what Mr. Vondran just told us, but it never hurts to have another direction of feed. Member Stracener asked if we would not be better off to go down South with that and Mr. Gillip said if we go down South, we would be tying in to a 6" line. Member Stracener said the 10" goes over to Ashley and Richards. Mr. Gillip said he thinks

it keeps going down Ashley. Mr. Hood said it goes down Jefferson where the old water plant used to be. Member Stracener asked if it would be possible to tie in at Ashley and Richards, then come up and tie in to South Street. His question is if that would be an improvement. Mr. Gillip said no, the pressure loss in that 10" section of line is very minor, but most of the loss is due to elevation. He thinks they may shave off 1 PSI of pressure loss if we bring that 12" over there. Member Best asked what needs to be done to the 6" line on South Street to make it right and asked if we are talking about replacing it. Mr. Gillip said we probably want to investigate the condition before we make a decision like that. Mr. Vondran said long term, we need a 12" all the way down South Street to the west until it hits the service road at the Big Red/ Valerio. Mr. Gillip said there is a 16" it can tie in to down there. Chairman Ferrell asked if that is really the way it should be done for a long-term fix and Mr. Gillip said yes sir, absolutely. Member Best asked if that would solve a lot of problems downtown and Mr. Vondran said if we could connect and loop it to the north, and eventually tie it in to the Carpenter Street tank there on the corner by Walgreens. Member Best said but ultimately that is what we need to do and Mr. Vondran said yes sir. Mr. Gillip said especially after we make the cross connection to this 10" that would get some fire to the downtown area. Chairman Ferrell asked if we are replacing the line that goes down Ashley and Mr. Gillip said no sir, that is a 2" galvanized he believes. Mr. Hood said it is a 1 inch galvanized. Mr. Gillip said at this time we are not planning on it, but we can certainly go back and drop services off of it if it needs to be replaced. Member Martin asked if his estimate is based on the blue line and Mr. Gillip said yes sir. It is pretty high, but if you look at item 7, Street repair, it is about half of that cost, because we are looking at going in the street all of the way. Member Best asked what the purpose of a 12-inch is other than getting pressure and Mr. Gillip said it may get us fireflow. Member Best asked if that is it and if it would help anything else over there. Mr. Vondran said that is it, unless we connect any of the residents along Ashley that are on the 1 inch galvanized. If we connect those to the new 12-inch at Ashley, it would improve their flow, but would come at an extreme expense per meter, so to speak. Mr. Gillip said if we connect to the 6" on South Street we will boost pressure along that for some distance depending on the condition of the 6" line. Mr. Hood said keep in mind that the 6" line on South Street... the fire hydrant in that picture out there of the Palace in 1919. The fire hydrant was replaced, but the main was not. It has a few years on it. Chairman Ferrell asked if we install that 12" water pipe and tie in to the 10" down Ashley, over South Street if it would only be for the benefit of 224 South. He asked if that is correct and Mr. Gillip said along with anything else that could be serviced with it with fire protection from that. Member Stracener said they can't fight fires with 10 PSI. Mr. Vondran said anything within a 300' radius of that fire hydrant would benefit. Member Stracener said they would have to put their pumper at that

one, otherwise they are going to suck that line dry. Mr. Vondran said he hasn't had the opportunity to visit with Mr. Gillip, but you see the number of 1,922 gallons per minute at 20 PSI, if he remembers correctly from the Fire Chief's recommendation, they may be actually requiring 2,000 plus gallons per minute for the restaurant and upstairs apartments. Chairman Ferrell said we have to find that out. It is really their insurance company that is setting the value. Member Stracener said he talked to Shawn Hipskin, who said his sprinkler system needs 1,100 or it won't function. Mr. Gillip said we can get 1,100 and would be close on 1,500, but there is no way they can get 2,000 with this method. Member Stracener said he remembers 1,100 but can't remember what the PSI is. Member Best said at some point in time we will be shooting for 2,000. He is surprised we are not already at 2,000 and Mr. Vondran agreed. Chairman Ferrell asked if he is saying that 2,000 is what we need to build it to and Mr. Gillip said we are going to have to go a bit further to get that kind of pressure. Member Best said we sure would, and he asked if we would still come down this way and if the only choice is down South Street. Mr. Gillip said he would have to look at that and the rest of the system. We could look at boosting flow into the 10", but he doesn't know how much pressure can be added to that. We may have to go down South Street. Mr. Vondran said he thinks we also looked at running from north to south down Market Street all the way to Hazel. Member Best asked if there is room to build one on South Street. It is pretty tight. Mr. Vondran said they just did that street scape and even if you are outside the roadway, you are under brick pavers and decorative lamps. Member Stracener asked if the green line on the map that runs down River Street is a 10" and Mr. Gillip said no sir, he believes that is a 6" line, if he recalls correctly. Mr. Hood said there are 2 lines going down River Street; one is a 6" and one is a 10". Member Stracener said it looks like that is a shorter route if that is the 10" coming out there by the church. Mr. Hood said the 10" doesn't go all the way up there. The 10" stops at Jackman. Chairman Ferrell said it does look like the shorter way if it has the pressure and flow. Mr. Hood said keep in mind that the 10" you are tying into was probably installed in the 1950's. It is a 10" AC that is from the '50's. Member Stracener asked if it is the same for the one down river. Mr. Hood said those lines were installed originally as raw water lines to provide water to the plant on Hazel and to provide water to the plant on Jefferson. So, once we moved across the interstate in '65 and in '64 those lines were turned into distribution lines, so there are very few valves on them. They were never intended to be distribution lines, but that is how they got turned into distribution lines. Chairman Ferrell said all of this is to get flow to the Palace, and as he said, that is really all this does for us. He asked if we would use it in the future. Member Martin asked how this is different from some of the folks wanting sewer on the north side of Hurricane Lake not being able to get sewer because of capacity. We have a property owner that wants us to spend \$300,000 to get him fireflow that was never

even looked at before he bought the albatross. Chairman Ferrell said he had a meeting with the Mayor a week ago tomorrow, and the Mayor's argument is there should be fireflow downtown. He told the Mayor that the Commission has been busy trying to keep up with the growth of the City and that we know we have issues downtown, we know we have to address them but we are not in the habit of going to one business who needs flow and paying for that to be done. That is what he is saying is that this is all that this will benefit. Member Martin agreed. Member Miller said we can look at CVS and the Family Clinic and see what we did there. He asked Mr. Vondran if he has that information and Mr. Vondran said he does. Chairman Ferrell said if we want to offer the same thing then we can. He asked if the 12" would benefit us when we redo downtown and if that is something we would have done anyhow. Mr. Gillip said it would be a cross connection to that 10" line, but if we run a waterline down South Street to the downtown area, we would probably do a more direct cross-connection like down Richards. Chairman Ferrell said so we could use it for cross-connect, but it might not be how we would do it if we plan a line down South Street. Mr. Vondran said we chose a line that is so large so we could minimize the pressure loss through the pipe, but the 12" is still being fed by 6s and 10s, so it doesn't have the benefits of being fed by a 16 or a 12. Member Martin asked if that means you have to put more pressure on the 6s in order to get the pressure up on the 12 because you are moving volume in that sense. Mr. Vondran said no, the pressure would stay the same; you would just increase flow. Member Stracener asked if the street calculation is just in the street and not in between. Mr. Gillip said that is a pave through there, so that includes pavement in front of the buildings, but does not include that piece that goes through the yard. Member Stracener said that is actually not street and shouldn't be passable and Mr. Gillip agreed. Mr. Vondran said in the lower right-hand corner of the drawing, there is a number 011-FH10. The fire department flowed that hydrant and realized they could not get it from that hydrant, which is why they went further away. Member Stracener asked if that one is sufficient enough to support the church. Mr. Vondran said it was sufficient at the time the church was built and Member Stracener said in the 1800's? That is not sufficient, and if we are using that argument we are in big trouble. That church was built in 1836, so there was no fireflow. It came in buckets, so we can't use that argument. Mr. Vondran said we have not been upgrading our system as the fireflow requirements have increased. Mr. Gillip said it wasn't that long ago that 600 gallons per minutes was the residential standard; now it is 1,000 gallons per minute. It was in the last 15 or 20 years that that change occurred. Member Best asked if he has any idea what it would cost to do the South Street to put one down and Mr. Gillip said no sir, but he can get that information and get back to the Commission with it. Member Best said he guesses it is about 4 times as long. Mr. Hood said they might look at moving over a block to maybe come up Sevier Street

and not South Street. Move up a block, come up and across the block. Member Best asked if Ashley goes all the way down and Mr. Hood said Ashley comes down to Jefferson and it stops there. You may look at coming up Main or Market off that 16" on Hazel. It is a little wider street and you could still lay out in the street. Since it is a little wider street, you could get a bigger line up in to town. Member Best asked how much further he thinks it would be and Mr. Hood said if you go down South Street or Sevier you could go down Main Street or Market to the south and it would probably be about the same distance. The only thing you would have is the RR crossing down there to get to that 16 that you wouldn't have going from the service road out Sevier or South Streets. That 16 comes down and loops around to the south of the RR tracks, so you would wind up boring the RR. It would be a wider street to lay in and a less congested street. Member Best said long range you would be accomplishing something. Mr. Gillip said part of the challenge is you don't have a lot of elevation differential. The low-pressure plant is 552 and the hydrant in front of the Palace is 412, and that gives us a maximum static of about 61 PSI, so we don't have a lot of pressure to work with in the downtown area. Chairman Ferrell asked if he is saying we can't get there and Mr. Gillip said he is not sure that would be the case, but it is going to take a big line to do it; possibly with some cross connections. If you pull from 2 directions and split the flow it reduces the head loss dramatically. Mr. Hood said there is a 12" going down North Street. Member Best asked if downtown is on a low-pressure plane and if the area of CVS was low pressure too and Mr. Hood said yes, low-pressure also. Member Best asked if that is elevated tanks on a low-pressure system and Mr. Hood said Carpenter Street is there, but it is almost useless to you because of the elevation. Adrian Street is going to be our main tank for the downtown area. Member Best asked if it is possible to put another tank downtown somewhere. Mr. Gillip said another option might be to lift the Carpenter Street tank. Chairman Ferrell said we have done that before. Member Best said we raised one 20' over on Northshore. Member Stracener said back a few years ago they priced it a little high and Chairman Ferrell said well it's not cheap. Member Stracener said no, it's not cheap and Chairman Ferrell said it is cheaper than building a new one. Mr. Gillip said the last one he priced was going to be raised about 13'. It was a 250,000-gallon tank, and was going to cost about \$250,000 to \$300,000. It was in that range. Chairman Ferrell said but then we are only talking about additional pressure and Mr. Gillip said yes, and raising that tank would not necessarily give any more pressure, but it should give more flow if we can pull from the tank. Member Stracener said your static pressure would go up and Mr. Gillip said under fireflow it would. It won't raise the pressure plain, but it would put more water you could pull from at that location, so it wouldn't taper as much during fireflow. We would have to get it connected to a big enough line, and he believes right now it only connects to 6" or 8" lines, so we would have to tie it into something else. Mr. Hood

said keep in mind those tanks are from the '40's and '50's and is a different tank that is in operation. He thinks it is from the early 50's. Member Best said you really can't solve a problem on this one until you've got the whole picture of what you've got downtown. You might like to do it, but you really need to know where you are heading. You need to know where the weak points are. Member Martin asked if we got the fireflow on the ISO rating. He thinks there would be a lot of hollering and screaming that the rating must be pretty high. Mr. Vondran said the current rating is based on this information, because this information is submitted to ISO from the fire department. So, whatever our ISO rating is, is a result of current conditions. Mr. Gillip asked if the ISO rating is based on the City average and Member Martin said he thought it was City wide. Mr. Hood said the fireflow plays a small portion in your ISO. It has to do with your equipment, manpower, location of your stations and a ton of things that go into the ISO rating. Chairman Ferrell said in the conversation he had with the Mayor assured him that the old downtown pressure is not just about the Palace. He wants a plan for down the road and suggested 10 to 15 years. He told the Mayor it would probably take 15 years due to zones in the downtown area; different zones as to where we would start. He and Mr. Vondran had a conversation that it would take ½ to 1 million a year for 15 years and have the downtown done. It is going to take a lot of engineering. The City offered to pay half of the engineering. That means where do we start and how do we end up in the end. He is assuming the zones would flow so that you would start at the beginning, and at the very end is the last part. He has no idea what that would be. Member Stracener asked based on what he is talking about there, if you took the 12" and turned down to Market, how much improvement could be had per zone would be approved and Mr. Gillip said he can't give him numbers, but he can say it definitely would improve fireflow. Member Stracener said now you would be assisting more than just this area and a half dozen houses. Chairman Ferrell said his feeling is that if they put a 12" in, and it is primarily for the Palace; we are going to ask them for money. They have to pay if we are going to do the zones and fix the whole downtown, then we have to do engineering, an insurance study...where do we start? Is that the best thing to do? He doesn't know. Member Stracener said he was thinking that if you could extend this little leg of it out, at one point, when we go all the way down South Street you tie that 12 in to this, but in the meantime, we have a patch and possibly helping more than just the Palace & 6 houses, but we will have to look at the numbers. Member Best asked if he is talking about going straight across with that 12 and Member Stracener said no, take a right on South Street, dead end at Market and tie in to whatever is at Market. That way you have good flow from this 10, back to there and then whenever this comes in you can tie it off. Mr. Hood said there is still a lot of 2" galvanized around town and back in the '50's and 60's when fire flows weren't as critical, they put in some 6" stuff in there, so you have a 6", 2" and 1" lines. Now

you are talking about putting another line in, and at some point in time, you need to start cleaning things up. It is service line work and everything involved with it, and you don't want to end up with 4 lines going down the street with anywhere from a 1" line to a 16" line, and you don't know who is tied into what. You are still having leaks out the there. Chairman Ferrell asked what kind of piping is in those houses and Mr. Hood said galvanized or cast iron. Also, once you get into that downtown area, there will be 6 to 8 inches of concrete on most of those streets, and 2 to 4 inches of asphalt. That is what they ran into at Cleo's when that 10" blew out was layers of concrete on Main Street, Market Street and in front of Harvest Foods. On the next block over at the post office, we have done sewer work there and all the streets are 6 to 8 inches of concrete streets. Mr. Gillip said into the downtown area he knows there will be numerous other surprises. Member Best asked what size line runs down Market by the Methodist Church. Mr. Hood said there is a 6" that comes down there on the right side and some 2" still in there, but he is not sure exactly how much of the 2" is still in there. Down Conway will have some 2" left on it. Chairman Ferrell asked where we should start. Mr. Vondran said the main question is if we want to develop a scope for a project to merely solve the problem at the Palace, or enlarge the scope to make it Phase I of a bigger plan. Chairman Ferrell said the Mayor assure him that all of these efforts were not just for the Palace. He thinks the Palace is somebody's emergency. In front of us right now we have 2 issues; the first is how can we serve the Palace and whether it benefits the whole or if it only benefits the Palace. If it only benefits the Palace, we can meet with the Street Dept if the City wants to contribute, then maybe we do the street patch. That is almost half the job. Member Stracener said he agrees. The only way this is going to happen is with coordination and cooperation between the two. There is Street money that can be dedicated to that. Chairman Ferrell said we can do what we did with CVS and the Family Clinic. We will get some use from it. It is not what we would do, but we can use it in the big picture. He thinks we need to go back and see what was done with CVS and the Family Clinic. Mr. Vondran said for reference, he does not have the dollar figure on those projects, but he knows the Counseling Clinic contributed 25% because they are not for profit. CVS contributed 50% because they are for profit. He does not have the totals. Member Martin asked what the Palace would be and Mr. Vondran said that would be a for profit entity. Member Martin asked what percentage they would be willing to pay and Chairman Ferrell said if they are in line with CVS, then it would be 50%. Member Stracener said that would be your starting point. If there is any way to extend that... if we are going to go with the Palace then we look at this option; what is the cheapest and the quickest way to get there and if we can benefit the City as a whole from this point forward, and look at that cost. We would share with any street cuts and get the City to cover that to find out what the additional cost and maybe this could be Phase II of that. Get this done, look at this

and see if we can do this as a patch work. If the old Dollar Store catches on fire, he is not sure they could put it out with what we have available right now. You would lose a whole block there. Member Best said he agrees that they should do that immediately and asked if they would share the cost of expanding the scope for the downtown to see what we are really short engineering wise. Mr. Gillip said yes, he wishes he could but he is not there yet. Member Stracener said he knows the Mayor is focused downtown, but one of us, in discussions with him needs to let him know we can't do this overnight; 1 because of the money and 2 if we are going to tear up the streets, then everything he has gained as far as downtown attendance and usage will be useless because the construction will be going on and no one will be there. We are going to have to carefully balance the needs for downtown and also the usage if downtown. We can't just tear everything up because all the gains will be lost as far as usage. Mr. Vondran said the last 3rd Thursday event will be this Thursday. Chairman Ferrell asked if everyone agrees that the message is that if they want it now then this is what it will be. We need to have a conversation about how we do this, but the basics are clear. On a 15-year span we want the whole downtown fixed. Mr. Gillip asked if he is targeting 2,000 gallons per minute flow for business and Chairman Ferrell said yes. Mr. Gillip said if they say we need 2,000 gallons a minute for the Palace; we can't get there. Chairman Ferrell said we have got to know what they have got to have. He asked what is their requirement? He understands they may have to have that for the sprinkler. Mr. Vondran said our City Fire Marshall, in coordination with the State Fire Marshall, is asking those very questions... what the bare minimum the State Fire Marshall would approve. Chairman Ferrell asked if they have that answer and Mr. Vondran replied no sir. Mr. Gillip said he will probably see the Benton Fire Marshall in the morning. Chairman Ferrell said you guys need to do an estimate of engineering services and Mr. Gillip said okay, he will work on that and try to outline a scope for the area. Chairman Ferrell asked if he has enough information to put that together and Mr. Gillip said yes, they will try to delineate a scope and run it by you guys before it is complete to define what the downtown area will be. Mr. Vondran said the Mayor has designated that to be an area that is 2 blocks wide east and west by 10 blocks long north and south. Chairman Ferrell said he has designated it and Mr. Vondran said yes sir. Chairman Ferrell asked about the rest of the side streets. Mr. Vondran said that is their definition that tends to overlay and coordinate with the historic downtown area. Chairman Ferrell said we can't get started on this and then stop where the 2 blocks end. We do have a concern with the residential dying. We can't put that line in without at least putting the tap out... we just can't. Mr. Gillip said while you have the street all cut up you may as well stub it behind the curb. Chairman Ferrell said yes, and that's not in there, is it and Mr. Gillip said no sir. Member Best asked if he is talking about hooking up the existing houses and Chairman Ferrell said at least getting the line to

the yard and Member Best said it looks like to him that they should hook them up and be done. They would have a complete job. Mr. Gillip said he will get back to them with a new work order.

C. Wastewater Treatment Update

Mr. Buff said to give a quick update, on July 23 ADEQ did an evaluation and everything was good. There were only minor issues that were found, but nothing that affected the permits. There were no violations. The storm water portion of our permit for no exposure was also good. The only maintenance issue that he wrote up and wanted a response to was that the anaerobic mixer that they had on the oxidation ditch. One of the small mixers there had lost an impeller down in the bottom of the basin. It was laying on the bottom about 20' deep. They tried formulating several ideas to get it out; they tried fishing it out, actually got it up and the line broke and it went back down. They never could get it hooked on again because there was really no way to attach to it. The collar is right there in the center and that is about the only way you could hook onto. This thing has 3 blades and is about 7' wide from blade to blade. They tried magnets but never could get the magnets to attach. The inspector wanted to know what ideas we were going to try, send documentation and pictures and everything. He wanted that by September 13th. What he didn't know was that on the 25th of July, he rented an excavator and dug the impeller out of the ditch without having to drain the oxidation ditch. In doing so, they bent the blades, but the collar assembly was still good. He contacted Westech to get a new hook key that goes into the hub assembly, and he went ahead and asked what new blades would cost. New blades are expensive. They are 4 to 5 thousand dollars. So, in talking with the mechanic, Willie Howerton they fabricated the blades in house. They cut them out of stainless steel and took them over to Harbor Fab. They bent the blades at the angle they needed, and painted them with some epoxy paint that was left over from the digester work. They then rented a crane and attached them back. Chairman Ferrell asked if there was any vibration and Mr. Buff said no, there is no vibration. He asked Mr. Howerton to weigh the blades to balance them & make sure the weight was evenly distributed. There was about 2 pounds difference between the old blades and the new blades. They ended up with a price of half the cost of buying new blades. He copied Mr. Vondran on a letter back to ADEQ with documentation showing what was done. He got a response from him saying everything was good, so we are done with that. The clarifier project is well underway. The clarifier is drained and cleaned out, but we need to sweep some of the rust and scaling off. We have already removed the old drive and platform from it. The platform has been completely disassembled. The conduit, water lines and grade have been removed and Mr. Howerton started

painting it today. We are waiting on E-Tech's email. We recently had an email from Abigail because he had asked her about the platform extension to go around that and give them more room as they are doing maintenance work on the drive in the future. She indicated the parts are all in the paint department, and she will contact him when she has delivery dates for him. He is not sure how that attaches to the old platform, so there may be some modifications once it comes in. Once the platform is painted the electric will come in for measurements so the conduit can be installed and start set up, then they will start the process of assembling everything back on to it; the platform, rails and everything there. The Wash Water Project, which recycles water within the plant, was pertaining to the issues with the Neztsc pumps. We went out for bids on Washwater Vertical turbines pumps. McClelland received submittals for the vertical turbines, but some issues came up with the submittal. In our specs, we ordered open-impellers but closed-impellers were in the submittal. McClelland finally signed off on the close impellers. He has a letter from Adam Triche saying the tolerance is a lot larger on closed impellers, and is much easier to get those tolerances and change out a closed impeller. It is harder with the open impeller design. His understanding is you have to drop that impeller down a shaft to get your tolerances, so it is a lot harder to hit those tolerances. You also lose efficiency with the open design. McClelland is also working on our land application permit at Peeler Bend. They did that about 5 years ago when they had to remove the land application permit from our NPDES permit. It actually expires in May, and according to the last email he received, we have to have the application for renewal submitted by December. They haven't put any sludge at land site like we used to haul. No sludge has been land applied since about 2008, but just to have another backup he will go ahead and renew it. He has a couple of actuators out on Westech digester #3. It has a built-in decanting system on it. There are 3 EIM actuators on digester, and 2 of those have gone out. In talking to Instrument Supply and New Water Systems, both have indicated EIM was bought out by Emmerson, and evidently Emmerson is not supplying anything for those actuators anymore. New Water Systems gave him a quote on Rotork actuator as a replacement, and Instrument Supply is working on a quote from Limitorque. Limitorque was one of the other options that was in the original submittal. He is waiting on that quote in order to replace the actuators. PLC went out and we are waiting on it to come in, and some additional SCADA work in the recirculation building for digesters that were replace a couple of years ago. The PO is out and we are just waiting on them to schedule work. When the additional SCADA work came up to add digesters to SCADA, the VFD for that digester was out in the open right next to digester 3, and had a portable A/C unit on that panel. That A/C unit did not keep the VFD cool enough in the summertime due to being in the direct sun, so they added a shed over it, but it just wasn't enough. The SCADA Tech indicated how much he would need in conduit that would have to be laid out

to the VFD. That was an opportunity to take the conduit to the building so where it is at is heated and cooled. They have all of that moved and now are now waiting on the SCADA Tech to wire everything back up. Our DMR and biomonitoring reports were submitted today and everything was good. We did have to watch our ammonia levels when pumping down our clarifier to make sure we didn't bust our permit. This was done by pumping one day and then holding off for a few days before we pumped some more, because the ammonia will come up in the clarifier a little bit. And lastly, Tommy Berry is the owner Arkweld in Haskell, and he does a lot of concrete silos. Mr. Berry came out and looked at the original work we were going to do with the silo. We had put our couplings on the silo, but he came up with another idea. Mr. Buff and Mr. Howerton looked at it a month or so ago, and he had a vibrator unit there that he thought would do everything we needed it to do for our purpose. It is just a little 110 unit. They are due to come out and weld the bracket onto the silo, and we will mount the panel to get that set up. It will make some noise, but hopefully that will help. He thinks the dust collector has helped too in capturing a lot of the dust when we discharge from the dryer. Mr. Buff said he does have copies of that ADEQ report that he would be happy to send it to the Commissioners. Member Martin asked about his personnel and Mr. Buff said he is down 2 people. He had an operator quit Friday. He could not find any one in the last round of applicants' worth interviewing. Ms. Molly Wright, HR posted it again yesterday and he hopes to find a couple of operators from that posting. Member Martin asked if he is still sold on the guy that will replace him when he retires and Mr. Buff said he still thinks Mr. Greg Becker will be good in that position. He has really caught on quickly with everything and is making his job a lot easier.

Old Business

A. Appraisal for of the lots for Hurricane lake Estates booster pump station

Mr. Vondran said in their packet, the cover page is the invoice for the appraisal of \$400. On the back of the first page, is actually the cover page for the appraisal itself. The next page is the first information page from the appraisal, and has "Land Appraisal Report" at the top. In the far-left hand corner on the bottom of that page, you will see reconciliation, a single point value of \$5,000. That is what the appraiser has appraised both lots at, combined for \$5,000. Due to the amount of costs that would be needed to bring in fill dirt in order to make the lots buildable for residential purposes. He presented this number to the owner of the lots, and asked for his

response to bring to the Commission for consideration, and he said that number was \$10,000. The owner wants \$10,000 for both lots. Even though we will have to haul in fill dirt, it will be substantially less because we are not needing to fill the entire lots. We just need enough fill to put a pad on for the booster pump. In his opinion, that \$10,000 represents a fair amount for both lots, and is an amount he doesn't think we can beat if we pursued a lot from the adjacent property owner. It is his recommendation to proceed with offering them \$10,000 for both lots. Member Martin made a motion to approve the staff's recommendation and proceed with acquiring those 2 lots for \$10,000. Member Best 2nd the motion and a vote was taken with unanimous approval given.

B. Lake Norrell

Mr. Vondran said this is really just on the agenda to clear the air, answer any questions that might be outstanding and for him to request direction from the Commission on what, if any action we need to proceed with. Chairman Ferrell asked if Mr. Vondran was able to find the ordinance that went along with the property at Lake Norrell, and Mr. Vondran said yes sir, we do have that ordinance. Member Stracener asked to be brought up to speed on this. Mr. Vondran said he and the Chairman have received calls from Lake Norrell residents and the City Attorney, who has also received calls from Lake Norrell residents about a property owner that is using the residence as an Air B&B, which is in violation of stated use of property surrounding Lake Norrell. Chairman Ferrell said it specifically says no commercial use and Mr. Vondran agreed. Mr. Vondran said Mr. Houston, City Attorney has written a cease and desist letter to the property owner, and it has been ignored. Mr. Houston is now asking us, at what point we want him to pursue legal action to remedy the issue. If and when that should happen, we should also be prepared to address boat docks and permitting. It will basically be all in or all out approach. We have not recently been inspecting boat docks and issuing annual boat permits, so there would be a substantial amount of property owners that would be found in non-compliance. The staff believes this will trigger those other issues. Member Stracener said he was fishing there the other day and saw one with a 2019 sticker on it and he fished about 1/3 of the lake. Mr. Vondran said at this point we would be starting from scratch and go around the entire perimeter of the lake and start redoing an inventory tying each boat dock to a parcel. Mrs. Hawkins has indicated that some of those being lake homes that have been sold and exchanged hands. She believes we will be lucky if 1/2 the mailing addresses we have on file for those parcels are the current registered address that actually goes to the owner. He believes that could be reconciled with the County Assessor's Office. Member Stracener said he has a boat dock at White Oak that has a physical address and a mailing address on that permit.

He was noncompliant and got a letter saying he is not compliant. It came to the mailing address and not the physical address, and they understand that most of those are not full-time residents. Mr. Vondran said he believes Ms. Hawkins meant that the mailing addresses would be 50% correct. Member Stracener said in that situation there, Game and Fish can come remove it if you are not compliant. It is in their regulations that if you are not compliant then you have to move it. That is a motivator. Chairman Ferrell asked how long ago the boat dock rules were put in place and Member Miller said Mr. Steve DiCicco, former water plant manager used to be the inspector. Member Miller said when Mr. DiCicco left, we stopped collecting and inspecting he guesses. Member Best said what the real connection between the boat docks and the parcel being used as a B&B. Mr. Vondran said the question is going to be why we would enforce the land use when we don't enforce the boat docks, lake boats or anything. Mr. Hood said it wasn't being enforced prior to Mr. DiCicco leaving. It never took place. Mr. Vondran said the problem with enforcement is it is City property, but it is in the County, so Benton PD will not enforce and Saline County enforces the unincorporated area around the lake. We could partner with the Game and Fish. Member Martin asked if we had deputized Mr. Hood. Mr. Vondran said any of our staff, from his experience at Community Development, can be sworn in by Judge Robinson and be authorized to issue citations. Member Best asked if Mr. Hood was deputized a few years back and Mr. Hood said about 10 years ago. You can enforce ordinances that pertain to utilities and Mr. Vondran agreed. Member Best asked if the bed and breakfast has a sign and Chairman Ferrell said yes, and that is part of the problem. Member Stracener said if they took the sign down then you would never know it. Chairman Ferrell said he is getting business. Member Martin asked if any action needs to be taken or if this is an FYI. Mr. Vondran said we have some residents that are asking us to address the issue and their requests are legitimate. Chairman Ferrell said we have an ordinance that calls out that there will be no commercial usage of property on the lake. Member Martin said that is what the attorneys are addressing at this time and Chairman Ferrell said from his understanding, the owner of the B&B said it is his property and he will do with it what he wants. Mr. Vondran said it is at the point where they are not going to respond unless the attorney files a lawsuit on our behalf. Member Martin said seek an injunction to cease and desist. Chairman Ferrell said he thinks the rest of that is we need to prepare because it is going to open a can of works... so get ready. Member Martin said it would have just been a matter of time before it happened anyway. Chairman Ferrell said the other part of the is we have talked about the boat and wake boat, and he is not sure they ever gave any kind of official answer. Mr. Vondran said we answered that it should be disallowed, but never moved into the aspect of enforcement. Chairman Ferrell asked if that would take an ordinance. We were going to go back and find out what authority from the

City that we have at Lake Norrell. Mr. Vondran said Mr. Houston said we do have the authority under purview of establishing rules and regulations for the use of the lake. Chairman Ferrell said we just don't have an enforcement right now and Mr. Vondran said yes sir. Member Stracener said since we are talking about the wakeboards, the wakeboard sign came up and we said we didn't put that sign up and we had no regulation of that, and all of a sudden, we say we do. He asked which is it. It's not in the minutes, he will tell them that. Chairman Ferrell said we did not put the sign up, he can assure them of that. Member Stracener said there is nothing in the minutes that says we have regulation. Chairman Ferrell said it has been discussed and Member Stracener said it has been discussed but it is not something we have taken on or is in a City ordinance. Mr. Vondran said if Mr. Houston agrees that we currently do not have legislation to enforce, then the question he would pose to us is if we want him to draft legislation that provides us the basis to. Member Stracener said let's face it, the people who were griping about the wakeboards, were the people who live there and have wakeboard boats that didn't want anybody else on their lake. Let's just face it. That is what it comes down to. Chairman Ferrell said he doesn't know about that. Member Stracener said there are people living there that have wakeboard boats tied up on that lake, and they are griping about it. They don't want anyone else on their lake. Chairman Ferrell said yes, he would not disagree with that. Mr. Vondran said there are also some residents who are opposed to other residents use of the lake, and are looking to Benton Utilities to enforce their wishes. Member Stracener said he thinks if we are going to ban anything it should be Seadoos and jet skis. Mr. Vondran said we could very easily limit, and the Game and Fish has advised, a 1,500HP limit on the lake. Chairman Ferrell said if we go back to our responsibility over the lake it is the water. We own the water, so he thinks the ordinance with the noncommercial was so nobody would put a kitchen there or do anything to affect the water, but it says no commercial. Member Best said the difference is that we don't own the residences, nor is it in the City limits. We don't own it; we only own the lake. Member Stracener said the question will be when it goes to court as to whether or not we can enforce that ordinance. Member Best said he doesn't think we can say what they do on their property. We can say what they do on the lake, the boat docks and anyplace but not anything from that boundary down. Chairman Ferrell said we have authority over anything that is on the lake and Member Best said only from the waterline down, but after that they can build a house or a barn up there then we can't control that. Mr. Vondran said he thinks the only way we could land use would be if we could prove a negative impact to the water quality. Member Martin said that is where the wake boat came in as far as turbidity was concerned. Chairman Ferrell said they were tearing the Shoreline up and there was erosion. Member Best said but enforcement of anything built on those lots as a County subdivision, maybe or maybe not; it might be metes and

bounds, but if it is a county subdivision, we just don't have anything to do with that. That has nothing to do with us. Chairman Ferrell asked why Mr. Houston recommend a cease and desist and Member Stracener said that is an easy thing; if they comply, they comply and if they don't, they don't. You can draw the line in the sand and they can kick the line out. Member Best said he doesn't think we have the authority. Chairman Ferrell asked if we could ask Mr. Houston to be at the next meeting and Mr. Vondran said yes sir, possibly at the work session on Thursday the 26th. Chairman Ferrell said that would be good. Member Stracener said what Lake Norrell needs is a real property owners association with regulations. Chairman Ferrell said they will never have it; not in the real sense. Member Stracener said that is the only way to ever control that. Chairman Ferrell said to ask him what authority we have.

New Business

A. Downtown Benton Study

Mr. Vondran said he believes they addressed that under item 6B.

Announcements

A. Possible work session on Thursday, September 26, 2019

Member Martin asked if the GDS contract would be discussed tonight and Chairman Ferrell said we can, but Garrett Cole is coming tomorrow night. We will have a regular work session a week from Thursday on the 26th, but Mr. Cole with GDS is coming tomorrow evening at 6:00.

Member Stracener asked about Act 592, the medical marijuana act and how we address that for safety sensitive positions. Mr. Vondran said as of now, the only way we are addressing it is through our CDL licensing program because it is still a violation of Federal Law to have it in your system. We are not addressing it in our non-CDL required positions. Member Stracener asked if the electrical groundmen are CDL required and Mr. Vondran said yes, they are. Chairman Ferrell said even if it is not CDL and we have an operator operating machinery or sensitive equipment; we have the rule of being a drug free workplace and that is why we have that rule. Mr. Vondran said that is correct. Member Stracener said we went and identified every position that could and couldn't. It turned out that nobody could except HR. Member Miller said drinking is legal, but you can't operate a bulldozer. Member

Stracener said he thinks that is something they really need to address, and maybe go to the Municipal League to see what they are doing as far as recommendation policies, because if we don't have it written, the a guy could say he is going to give up his CDL and not drive anymore. Mr. Vondran said he will also ask at the AMPA colleagues at the meeting at the end of this week.

Member Martin asked if anything had been done about comprehensive planning and zoning and if any meeting have been held. Mr. Vondran said there is one tomorrow night at the Benton Event Center at 6:00 PM and dinner will be provided. Chairman Ferrell said we will be here. He asked if that is the first pass and Mr. Vondran said it is the 2nd pass. Member Stracener said that is the master plan. Member Martin said they are the ones coordinating it for the City. Mr. Vondran said yes, Ms. Robin Freeman is coordinating through Brad Jordan's office. Member Miller asked if he had seen it and Mr. Vondran said no sir. This is just the preliminary, early stage of group think and what would you like to see. Chairman Ferrell said this is them asking for all the information so they can build it and Mr. Vondran agreed. Mr. Vondran said it is basically a public forum and Chairman Ferrell asked what the time limit is and Member Best said he thinks it is 16 to 18 months.

Member Martin asked what kind of reduction in usage has been experienced as a result of Almatris shutting down. Mr. Vondran said he doesn't know, but he will get the answer. Member Best said he didn't know about that and Mr. Gillip asked if he means St. Gobain. Member Stracener said St. Gobain is not going out; Almatris is. Chairman Ferrell said they are mothballing. Member Martin said there is not much fracking going on. Member Martin said he was just curious because there was quite a bit of consumption going on for a while there. Mr. Vondran said he will have that for them tomorrow night.

Chairman Ferrell asked where they are at with Allied Networking and Mr. Vondran said they are still putting their report together with a cost estimate. Chairman Ferrell asked for a timeframe and Mr. Vondran said within a week.

Member Martin asked about if they have calculated how much it costs to treat a gallon of sewer and Mr. Vondran said no, they haven't, but they have every Tuesday afternoon set aside between now and when we let Mr. Buff leave.

B. Next Commission meeting date: Monday, October 7, 2019

Chairman Ferrell said GDS will be here tomorrow evening for those who can make it. Thursday, September 26th they will have a work session. Mr. Vondran said he expects Cruise and Associated to be at the September 26th work session.

Member Best made a motion to adjourn at 7:36 PM and Member Miller seconded the motion. A vote was taken and unanimous approval given.

Gary Ferrell, Chairman

Madeline Wilson, Recording Secretary

City of Benton

PROCLAMATION

WHEREAS, In March of 2017, a group of local dedicated volunteers started the Friends of the Library Group for the Saline County Library; and

WHEREAS, since its inception, the Friends of the Library Group has opened a used book store, and implemented a program to deliver books to local organizations, such as jails, non-profit organizations, and schools; and

WHEREAS, Friends of Library groups across the state are dedicated to the support of libraries as institutions essential to democracy and life-long learning; and

WHEREAS, Friends groups advocate for funding that will provide libraries with the necessary print and electronic materials, expert assistance in research, technology equipment, and services for all ages from the very young to the senior citizen; and

WHEREAS, Friends groups promote the joys and benefits of literacy, learning and economic well-being for people of all ages by investing time and effort in raising supplementary funds to enhance library resources and programming; and

WHEREAS, the gifts of time and commitment by Friends of the Library of Saline County set a positive example of civic engagement that benefits both volunteers and their communities;

NOW, THEREFORE, I, TOM FARMER, acting under my authority as Mayor of the City of Benton, do hereby proclaim the week of October 20 – 26, 2019 as

"Friends of Libraries Week"

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Benton, Arkansas, to be affixed at City Hall this 18th day of October in the year of our Lord, two thousand and nineteen.




Tom Farmer, Mayor
City of Benton

ORDINANCE NO. 75 OF 2019

AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE GENERAL FUND AS ADOPTED IN ORDINANCE 1 OF 2019; ACCEPTING A DONATION FROM THE DOWNTOWN MERCHANTS ASSOCIATION TO HELP PAY FOR ARTISIC CROSSWALKS IN THE HISTORIC DISTRICT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, the City Council adopted the 2019 General Fund Budget in Ordinance 1 of 2019; and

WHEREAS, the City Council needs to amend the 2019 General Fund budget in order to accept a donation from the downtown merchants association to help pay for the artistic crosswalks in the historic district as set forth in Exhibit "1" to this Ordinance.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2019 City of Benton Budget as adopted in Ordinance 1 of 2019. The revised income and expenditures for the operations of the city are attached hereto as Exhibit "1" to this ordinance and are more fully described therein. The adoption of this amendment shall be deemed as an appropriation pursuant to the foregoing statutes as well as any other applicable ordinance of the city.

SECTION 2: It is hereby found and determined that there is an immediate need to amend the budget to accept and appropriate the funds as set forth herein. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

NOT DESIGNATED FOR PUBLICATION



EXHIBIT "1"

FY2019 Operating Budget

The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2019. This submittal includes a revision for the General Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements that make up this Fiscal Year 2019 budget amendment.

Section 1: Amended Appropriations – Fiscal Year 2019

General Fund

	Beg Approved Amt	Amendment	End Revised Amt
Receipts	\$13,598,080.26	\$1,500	\$13,599,580.26
Personnel	\$10,940,372.45	-0-	\$10,940,372.45
Operations & Maintenance	\$ 2,510,564.50	\$1,500	\$ 2,512,064.50
Capital Items	\$ 233,677.39	-0-	\$ 233,677.39

Section 2: Funding & Disbursements - Fiscal Year 2019

General Fund

Funding

This budget amendment authorizes the acceptance of funds from the Downtown Merchants to be used to completed the Crosswalk project started with AARP Community Challenge grant in the amount of \$1,500 (680.09.10.00).

O&M

This budget amendment allows for the increase of Outside Services – Economic Development Promotional, line item (820.43.14.24) \$1,500 to pay for the implementation of the deliverables associated with the AARP Community Challenge grant that includes artistic and colorful crosswalks, signage, and a community outreach program.

ORDINANCE NO. 76 OF 2019

**AN ORDINANCE AMENDING THE 2019 BUDGET FOR THE GENERAL FUND
AND THE PARKS FUND AS ADOPTED IN ORDINANCE 1 OF 2019;
ACCEPTING SALE PROCEEDS FOR OLD CELL PHONES AND IPADS;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the City Council adopted the 2019 General Fund budget and the Parks Fund budget in Ordinance 1 of 2019; and

WHEREAS, the City Council needs to amend the 2019 General Fund budget and the Parks Fund budget in order to accept the net proceeds from the sale of old cell phones and iPads as set forth in Exhibits "1" and "2" to this Ordinance which were sold in accordance with A.C.A. §14-54-302.

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

SECTION 1: Pursuant to the authority granted in A.C.A. Sec. 14-58-202 and 14-58-203 the City Council does hereby amend the FY2019 City of Benton Budget as adopted in Ordinance 1 of 2019. The revised income and expenditures for the operations of the city are attached hereto as Exhibits "1" and "2" to this ordinance and are more fully described therein. The adoption of these amendments shall be deemed as an appropriation pursuant to the foregoing statutes as well as any other applicable ordinance of the city.

SECTION 2: It is hereby found and determined that there is an immediate need to amend the budget to accept and appropriate the funds as set forth herein. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

NOT DESIGNATED FOR PUBLICATION



EXHIBIT "1"

FY2019 Operating Budget

The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2019. This submittal includes a revision for the General Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements that make up this Fiscal Year 2019 budget amendment.

Section 1: Amended Appropriations – Fiscal Year 2019

General Fund

	Beg Approved Amt	Amendment	End Revised Amt
Receipts	\$13,599,580.26	\$2,125	\$13,601,705.26
Personnel	\$10,940,372.45	-0-	\$10,940,372.45
Operations & Maintenance	\$ 2,512,064.50	\$2,125	\$ 2,514,179.50
Capital Items	\$ 233,677.39	-0-	\$ 233,677.39

Section 2: Funding & Disbursements - Fiscal Year 2019

General Fund

Funding

This budget amendment authorizes the acceptance of funds from sell of cell phones no longer in use in the amount of \$2,125 (680.06.10.00).

O&M

This budget amendment allows for the increase of cell phones expense for Elected Officials, line item (810.18.11.01) \$2,125.



EXHIBIT "2"

FY2019 Operating Budget

The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2019. This submittal includes a revision for the Parks Fund.

Section 1 defines the dollar amount of the amendments contained in this exhibit.

Section 2 is a detailed explanation of the amended Funding and Disbursements that make up this Fiscal Year 2019 budget amendment.

Section 1: Amended Appropriations – Fiscal Year 2019

Parks Fund

	Beg Approved Amt	Amendment	End Revised Amt
Receipts	\$4,492,052.93	\$870	\$4,492,922.93
Personnel	\$1,934,732.00	-0-	\$1,934,732.00
Operations & Maintenance	\$1,814,503.00	\$870	\$1,815,373.00
Capital Items	\$ 731,125.00	-0-	\$1,931,125.00

Section 2: Funding & Disbursements - Fiscal Year 2019

Parks Fund

Funding

This budget amendment authorizes the acceptance of funds from sell of cell phones no longer in use in the amount of \$870 (680.06.35.00).

O&M

This budget amendment allows for the increase of cell phones expense for Parks, line item (810.18.35.00) \$870.

ORDINANCE NO. 77 OF 2019

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A HAIR SALON AT 1313 ALCOA ROAD; DECLARING AN EMERGENCY AND FOR OTHER PURPOSES.

WHEREAS, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by Pamela Tolleson requesting that property at 1313 Alcoa Road (Parcel 800-25043-000) be issued a Conditional Use Permit for the operation of a hair salon in an R2 Zone; and

WHEREAS, the Planning Commission ordered a public hearing to be held on the 8th day of October, 2019, at 6:00 o'clock P.M., for the purposes of hearing said application, that notice of said hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, evidence having been submitted that all property owners or lessees within 300 feet of the property hereinafter described having either consented to or been notified of said hearing and at said hearing the Planning Commission resolved to recommend to the City Council of the City of Benton, that the Application for a Conditional Use Permit be granted; and

WHEREAS, the City Council of the city of Benton desires to grant a Conditional Use Permit to Pamela Tolleson for the operation of a hair salon in an R2 Zone at the above location.

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

Section 1. Pamela Tolleson is hereby granted a Conditional Use Permit for the operation of a hair salon at the following location:

1313 Alcoa Road, Benton, Arkansas (Parcel 800-25043-000)

Section 2. It is hereby found and determined that there is an immediate need to authorize the conditional use of the property to allow for the continued

operation of a local business. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED, this ___ day of _____, 2019.

Mayor, Tom Farmer

Attest: _____
City Clerk, Cindy Stracener

Designated for Publication

PZ Vote: Yes – 6 No-1

CITY OF BENTON
COMMUNITY DEVELOPMENT DEPARTMENT

Jessica Teague
Planner
Phone: (501) 776-5938
Email: jessica@bentonar.org



114 South East Street
Benton, Arkansas 72015
Fax: (501) 776-5922
Web: www.bentonar.org

MEMORANDUM

TO: Robin Freeman
Planning Commission

FROM: Jessica Teague
Community Development

DATE: October 2, 2019

RE: Request for a Conditional Use to operate a business within an R2 zone

The applicant is seeking a Conditional Use to allow her to operate a hair salon located at 1313 Alcoa Road. The building is within an R2 zone and has been a hair salon since it was built. All requirements for the request have been met in accordance with City Ordinance. City and Benton Utilities Staff comments have been provided in the packets and recommend approval.

Please contact the Community Development Office if we may be of further assistance.

* Motion to Approve (Erre)
- Second (Jim Ed)

Y
||||

N
1

Staff Use:
DATE SUBMITTED 9/23/19
DATE OF NEXT MEETING 10/8/19 6:00pm
AD MUST RUN NOT LATER THAN 9/23/19

Application and Procedural Requirements for Conditional Use Permit

Applicant's Name Pamela Tolleson
Address of Subject Property 1313 Alcoa Rd Benton, AR 72015
Legal Description of Subject Property (may be attached on separate sheet)
Lot 50 Forest Hills
Assessor's Parcel Number of Subject Property 800-25043-000
Zoning District of Subject Property R2
Proposed Use Salon

Please attach vicinity map of the property, 8.5 x 11 inch size. Additional required information is detailed on p. 2.

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of BNI Tucker (attached COPY) who is the owner of said property; or that I am the employee or agent of _____, which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed Pamela Tolleson
Mailing Address 3712 Heritage Farm PK
Benton, AR 72015
Phone Number 501-545-6462

Subscribed and certified to me this 19 day of September, ~~2008~~ 2019

[Signature]
Community Development Dept Representative

NO 46487

DATE 9/14 20 19

CITY OF BENION, ARKANSAS
GENERAL FUND

RECEIVED OF Pamela Tolson \$ 30.00
FOR Conditioner's Use App Fee BB-Alcoa Pol

cash RECEIVED BY: [Signature]

PURCHASE AGREEMENT

BGT ~~AK~~ ~~JK~~

This agreement entered into this 1 day of June, 2019, by and between Billy Gene Tucker and Karen L. Tucker, here and after called the "Seller" and Pamela Tolleson, here and after called the "Buyer"

WITNESSETH:

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby mutually agree as follows:

I. PROPERTY TO BE SOLD: Seller agrees to sell and Buyer agrees to buy the property of the Seller listed as follows:

1313 Alcoa Road and 811 Oakwood Road, Benton, Arkansas, a/k/a
Lot 50 of the May, 1952 Replat of Forest Hills Addition to the City of
Benton, Saline County, Arkansas

II. GOOD TITLE: Seller has good and marketable title to all properties and assets to be sold to Buyer under the terms of this agreement, and unless otherwise stated herein, this property is subject to a mortgage which originated with Arvest Bank on December 13, 2017.

III. PURCHASE PRICE: Subject to the terms and conditions of this agreement, and in reliance on the representations, warranties and covenants of Seller contained herein, Buyer shall purchase and acquire at closing Seller's assets as described above, and in full consideration therefore, shall pay Seller One Hundred Thirty Five Thousand and no/100's Dollars, (\$135,000.00) as the total purchase price, said purchase price being payable as follows: Buyer shall pay the sum of One Thousand and no/100ths (\$1,000) per month for a period of 25 months, at 6% interest, with the first payment being due and payable on June 15, 2019, and a like payment being due and payable each month thereafter on the same date, with one final payment being due and payable on the final month in the amount of \$127,308.29.

IV. DOCUMENTS: Upon the payment of the entire debt, together with all taxes and assessments from and after June 15, 2019, Seller shall convey the Buyer the above described property by Warranty Deed and furnish Title Insurance or an Abstract of Title.

V. TAXES: Buyer shall be responsible for all taxes due and payable after

June 15, 2019. The Seller shall be responsible for all taxes and assessments due and payable prior to June 15, 2019. For the year 2019, the taxes shall be prorated 50/50.

VI. PAYMENTS: It is understood that all payments shall be made to Bill and Karen Tucker, 11619 OAK HILLS DRIVE BENTONVILLE, AR
(Address) 72712

VII. INSURANCE: The Buyer agrees that she shall be required to keep insurance upon the property in an amount at least equal to the interest of the Seller, with the Seller named as loss payee on the insurance.

VIII. AUTHORITY FOR AGREEMENT: The execution and delivery of this agreement and the performance of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller, and this agreement constitutes a valid and legally binding obligation of Seller in accordance with the terms hereof.

IN WITNESS WHEREOF, the buyers have hereunto set their hands and seals this 1st day of June, 2019.

SELLERS:

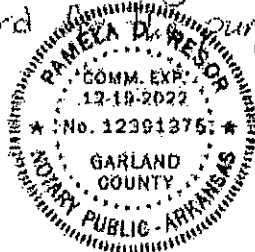
Billy C. Tucker
Billy C. Tucker
Karen L. Tucker
Karen L. Tucker

BUYERS:

Pamela Tolleson
Pamela Tolleson

State of Arkansas
County of Garland

On this 1st day of June, 2019, Billy Tucker, Karen Tucker and Pamela Tolleson all personally appeared before me and having been duly sworn, did execute the above record for the purposes stated herein.



Pamela D. Resor
Notary Signature

800-25043-000
Parcel Key 57912

Saline County, Arkansas - Commercial Property Card

OCCUPANCY			STORY HEIGHT			GRADE			AGE			LIVING AREA			BASEMENT			BUILDING COMPUTATION		
Single	Multi	Other	One	SL	One	Two	Basic	Future	5	Built	1954	32	Future	35	First	Second	Unfinished	Base	Price	
Family	Family	Home	X				Adj %	Future	Age	REL	47	Future			1222	Fin w/o Part	Fin with Part	Grade Adj	Factor	
<div>HOUSE</div> <div>811 OAKWOOD</div> <div>26' 47' 26'</div> <div>FF</div> <div>BW</div> <div>811 OAKWOOD</div>																				
<div>EXTERIOR WALLS</div> <div>HEAT & AC</div> <div>Central</div> <div>Hot Air Forced</div> <div>Floor/Wall Furnace</div> <div>Electric Base/Ceiling</div> <div>Hot Water/Steam</div> <div>None</div>																				
<div>FOUNDATION</div> <div>FLOOR COVER</div> <div>Slab</div> <div>Carpets/Vinyl</div> <div>1222</div> <div>Closed Piers</div> <div>Hard WD/SHT</div> <div>0</div> <div>Open Piers</div> <div>Hard WD/FQT</div> <div>0</div>																				
<div>FLOOR STRUCTURE</div> <div>Lineum</div> <div>0</div> <div>Elevated Slab</div> <div>Ceramic</div> <div>0</div> <div>Wood Subfloor</div> <div>Stone</div> <div>0</div> <div>Slab on Grade</div> <div>Softwood</div> <div>0</div>																				
<div>ROOF TYPE</div> <div>None</div> <div>0</div> <div>Hip</div> <div>Gable</div> <div>X</div> <div>Total Area</div> <div>1222</div> <div>Mansard</div> <div>Flat</div> <div>PLUMBING</div> <div>Gambrel</div> <div>Dormer</div> <div>Full Bath (3F)</div> <div>1</div> <div>Arch</div> <div>Shed</div> <div>Half Bath (2F)</div> <div>0</div>																				
<div>ROOF COVER</div> <div>Extra Charges</div> <div>0</div> <div>Asphalt</div> <div>X</div> <div>Flnglass</div> <div>Rough-ins</div> <div>0</div> <div>Wd Sing</div> <div>Shakes</div> <div>None</div> <div>Tile</div> <div>Ref/Mtl</div> <div>Other</div> <div>Galv Altn</div> <div>FIREPLACE</div> <div>Sgt-1S</div> <div>DBL-1S</div> <div>Sgt-2S</div> <div>DBL-2S</div>																				
<div>INSULATION</div> <div>Floor</div> <div>Low</div> <div>Avg</div> <div>Good</div> <div>Wall</div> <div>X</div> <div>Ceiling</div> <div>X</div>																				
<div>YARD AND OTHER IMPROVEMENTS</div> <div>OBM</div> <div>Item</div> <div>Qty</div> <div>Grade</div> <div>Age</div> <div>Rate</div> <div>REL %</div> <div>Loc</div> <div>Fact</div> <div>HS</div> <div>Value</div> <div>200</div>																				
<div>CALCULATION SUMMARY</div> <div>Replacement Cost New</div> <div>35,851</div> <div>Remaining Life %</div> <div>47</div> <div>RCNLD</div> <div>16,850</div> <div>Location Factor</div> <div>2,430</div> <div>Adjusted Value</div> <div>40,946</div> <div>Total OBY1</div> <div>200</div> <div>Total Value</div> <div>41,146</div> <div>Adjustment Factor</div> <div>1,000</div> <div>Final Value</div> <div>41,146</div>																				

Parcel Information		Occ Code	Loc Description	Structure Footage	Value
Totals				0	0
Location Factor					
Adjustment Factor					
Adjusted Cost Total					
NO OTHER FOOTAGE INFORMATION					
			Description		Value
TOTAL					

Commercial Property Schedule 2019

Saline County, AR

63-9281125

PPAN 63-9281125

Taxpayer 10028455

School District 082

Assessment Date 2/13/2019

ABBY'S BLUE MOON SALON
1313 ALCOA RD
BENTON AR 72015

Owner ABIGAIL WILHITE
Location 1313 ALOCA RD
Phone 501-860-7335
Parcel

Comments:

	100% Value	20% Value	Penalty
Inventory	70	15	0
FF&E	2,450	490	0
Vehicle	0	0	0
Livestock	0	0	0
Misc Equip	0	0	0
Aircraft	0	0	0

Assessed Value

505

Penalties

0

Total Assessment

505

Year	Model / Description	VIN	Full Value	Depr Value	Assess Value
Inventory					
2018	INVENTORY		70	70	14
FF & E					
2011	2 SHAMPOO BOWLS		600	294	59
2011	3 STYLING CHAIRS		600	294	59
2011	3 STYLING STATIONS		450	220	44
2010	RECEPTION DESK & CHAIR		50	16	3
2011	STACK WASHER & DRYER		150	22	4
2011	COUCH & 3 WAITING ROOM CHAIRS		200	78	16
2011	24 TOWELS		36	4	1
2011	TV		150	22	4
2015	ESTIMATED FF&E		1,500	1,500	300

STATE OF ARKANSAS, Saline County

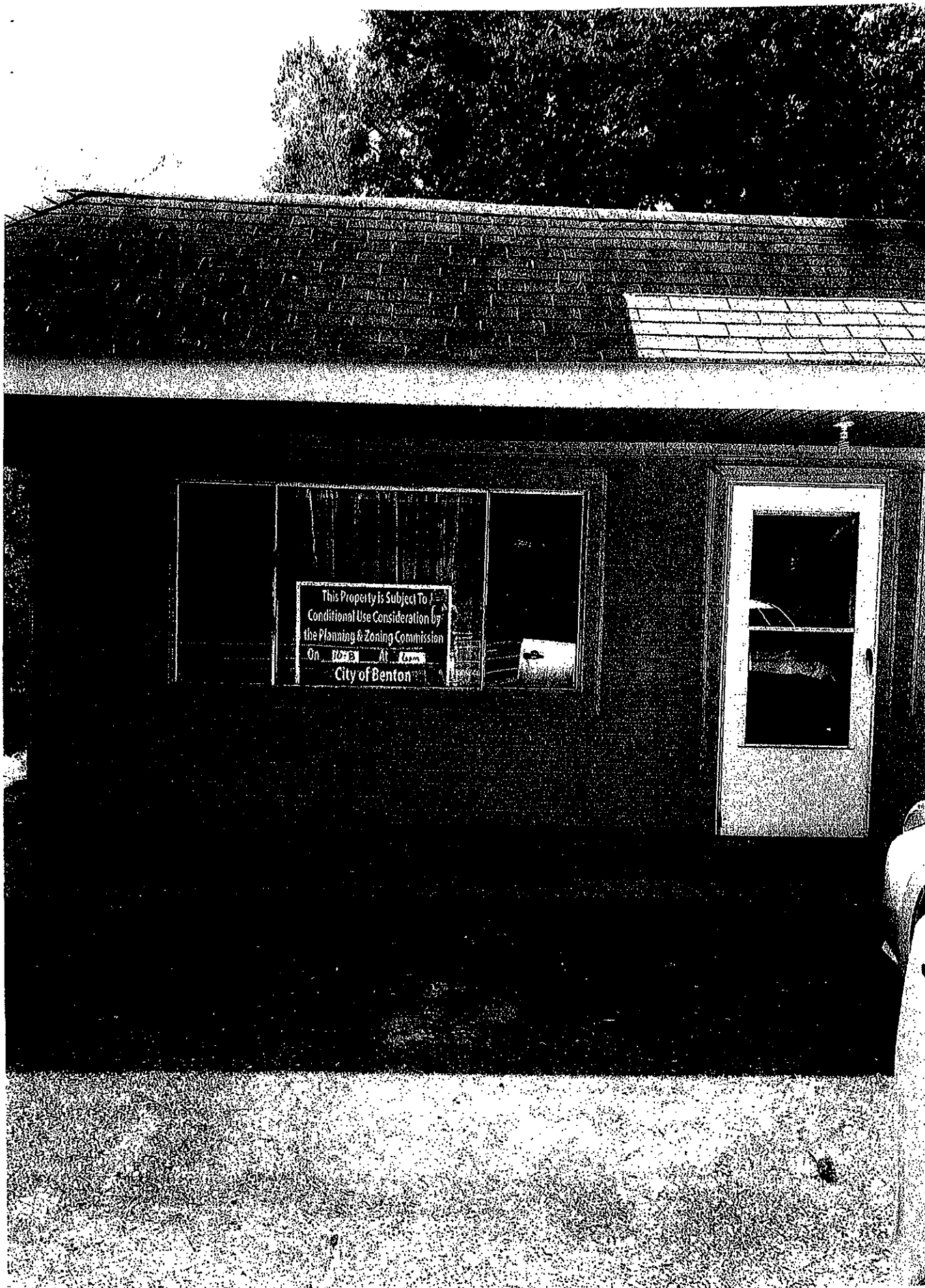
This is to certify that the above business paid
personal property taxes due, as recorded by
Receipt # 40236225 on the 11/21/2018
in the amount of 36.61

Subscribed and sworn before me this September 19, 2019

RKP

County Assessor: Bob Ramsey

County Collector: Joy Ballard



BROWN CHARLES EDWIN & MARY CHRISTINE

803 OAKWOOD DR
BENTON, AR 72015
9

[Basic](#) [Land](#) [Sales](#) [Valuation](#) [Taxes](#) [Receipts](#) [Improvements](#) [View Map 9](#)

Basic Info

Parcel Number:	800-25044-000
County Name:	Saline County
Property Address:	BROWN CHARLES EDWIN & MARY CHRISTINE 803 OAKWOOD DR BENTON, AR 72015 Map This Address
Mailing Address:	BROWN CHARLES E & MARY C 803 OAKWOOD DRIVE BENTON AR 72015-3548
Collector's Mailing Address ⓘ:	BROWN CHARLES E & MARY C 803 OAKWOOD DRIVE BENTON, AR 72015-3548
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	02-02S-15W
Lot/Block:	51/
Subdivision:	FOREST HILLS
Legal Description:	339-592
School District:	082 BENTON/BENTON
Homestead Parcel?:	No
Tax Status:	Taxable
Over 65?:	No

WOOD KENNETH L

812 HESTER DR
BENTON, AR 72015

[Basic](#) [Land](#) [Sales](#) [Valuation](#) [Taxes](#) [Receipts](#) [Improvements](#) [View Map 9](#)

Basic Info

Parcel Number:	800-25067-000
County Name:	Saline County
Property Address:	WOOD KENNETH L 812 HESTER DR BENTON, AR 72015 Map This Address
Mailing Address:	WOOD KENNETH L 812 HESTER DR BENTON AR 72015
Collector's Mailing Address ②:	WOOD KENNETH L 812 HESTER DR BENTON, AR 72015
Total Acres:	0.00
Timber Acres:	0.00
Sec-Twp-Rng:	02-02S-15W
Lot/Block:	74/
Subdivision:	FOREST HILLS
Legal Description:	2003-9977
School District:	082 BENTON/BENTON
Homestead Parcel?:	Yes
Tax Status:	Taxable
Over 65?:	No

BENTON
1425 MILITARY RD
BENTON, AR 72015-9996
040765-0315
(800) 275-8777
09/19/2019 01:59 PM

Product	Qty	Unit Price	Price
First Class Mail® Letter (Domestic) (BENTON, AR 72015) (Weight: 0.1b 0.3b 0.2) (Estimated Delivery Date) (Saturday 09/21/2019) Certified (USPS Certified Mail #) (70191120000099017795)	1	\$0.55	\$0.55
First-Class Mail® Letter (Domestic) (BENTON, AR 72015) (Weight: 0.1b 0.3b 0.2) (Estimated Delivery Date) (Saturday 09/21/2019) Certified (USPS Certified Mail #) (70191120000099017801)	1	\$0.55	\$0.55
Total:			\$8.10

Cash \$20.00
Change (\$11.90)

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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or scan this code with
your mobile device:

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BENTON, AR 72015

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.05
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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For delivery information, visit our website at www.usps.com.
BENTON, AR 72015

Certified Mail Fee \$3.50
Extra Services & Fees (check box, add fee)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.05
Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Kenneth Wood
I would like to notify you I'm
requesting a Conditional Use Permit
at 1313 Alcoa Rd. The request will be
reviewed by the planning commission
on 10/8/19 at 6:00 pm at 114 S.
East Street Benton, AR

Pamela Tolleson
3712 Heritage Farm Dr
Benton, AR 72015
(501) 545-6462

Charles and Mary Brown
I would like to Notify you I'm
requesting a conditional use permit
at 1313 Alcoa. The request will be
reviewed by the planning commission
on 10/8/19 at 6:00 pm at 114 S.
East Street Benton, AR

Pamela Tolleson
3712 Heritage Farm Dr
Benton AR 72015
(501) 545-6462
~~1000~~

Rec'd 9.23

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Haley Muradian Longstreem do solemnly swear that I am Legal Advertising Clerk for The Saline Courier, a daily newspaper printed in said county, and that I was such at the date of publication hereinafter stated, and that said newspaper had a bona fide circulation in such county at said dates, and has been regularly published in said county since the year 1876 before the date of the first publication of the advertisement hereto annexed, and that said advertisement was published in said newspaper 1 times for 1 issues, the first insertion therein having been made on 09-20-2019, and the last insertion on 09-20-2019.

Billed Account Pamela Tolleson

Ad Number 102467

Haley Muradian-R
Legal Advertising Clerk

Sworn to and subscribed before me on 9-23-19

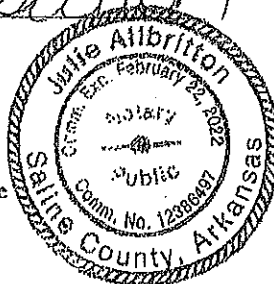
Julie Albritton
Notary Public

FEE FOR PRINTING

\$ 15.00 Cost of Notice

\$ _____ Cost of Proof

\$ 15.00 Total



Legal Notices
PAMELA TOLLESON REQUESTING A CONDITIONAL USE AT 1313 ALCOA RD REQUEST WILL BE REVIEWED BY THE PLANNING COMMISSION ON OCTOBER 8TH, 2019 AT 6:00PM AT 114 S.EAST STREET.

ORDINANCE NO. 78 OF 2019

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A
LICENSED IN-HOME DAYCARE AT 2414 RED BUD; DECLARING AN
EMERGENCY AND FOR OTHER PURPOSES

WHEREAS, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by Shannon Nuckols requesting that property at 2414 Red Bud Cove (Parcel 800-68051-000) be issued a Conditional Use Permit for the operation of an licensed in-home daycare in an R2 Zone; and

WHEREAS, the Planning Commission ordered a public hearing to be held on the 8th day of October, 2019, at 6:00 o'clock P.M., for the purposes of hearing said application, that notice of said hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, evidence having been submitted that all property owners or lessees within 300 feet of the property hereinafter described having either consented to or been notified of said hearing and at said hearing the Planning Commission resolved to deny the Application for a Conditional Use Permit; and

WHEREAS, following the denial by the Planning Commission, Shannon Nuckols timely appealed the decision to the City Council; and

WHEREAS, the City Council of the city of Benton desires to overturn the denial by the Planning Commission and grant a Conditional Use Permit to Shannon Nuckols for the operation of a licensed in-home daycare in an R2 Zone at the above location.

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

Section 1. The decision of the Planning Commission denying the Conditional Use Permit is hereby overturned. Shannon Nuckols is hereby granted a Conditional Use Permit for the operation of a licenses in-home daycare at the following location:

2414 Red Bud Cove, Benton, Arkansas (Parcel 800-68051-000)

Section 2. It is hereby found and determined that there is an immediate need to authorize the conditional use of the property to allow for the continued operation of a local business. Therefore, an emergency exists and this ordinance is necessary for the preservation of the public peace, health and safety. It shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED, this ___ day of _____, 2019.

Mayor, Tom Farmer

Attest: _____
City Clerk, Cindy Stracener

Designated for Publication

PZ Vote: Yes – 2 No-5

October 10, 2019

I, Shannon Nuckols am appealing the conditional use request of 2414 Red Bud Cove that was denied on October 8th, 2019 by the Benton Zoning Counsel.

Shannon Nuckols

FILED MARK STAMPED

BENTON CITY CLERK

DATE 10-10-19

BY Cindy Straleno

CITY OF BENTON
COMMUNITY DEVELOPMENT DEPARTMENT

Jessica Teague
Planner
Phone: (501) 776-5938
Email: jessica@bentonar.org



114 South East Street
Benton, Arkansas 72015
Fax: (501) 776-5922
Web: www.bentonar.org

MEMORANDUM

TO: Robin Freeman
Planning Commission

FROM: Jessica Teague
Community Development

DATE: October 2, 2019

RE: Request for a Conditional Use to operate a business within an R2 zone

The applicant is seeking a Conditional Use to allow her to operate a daycare in her home located at 2414 Red Bud Cove. The home is within an R2 zone. All requirements for the request have been met in accordance with City Ordinance. City and Benton Utilities Staff comments have been provided in the packets and recommend approval.

Please contact the Community Development Office if we may be of further assistance.

** motion to approve CU (Kanon)*
- Second (Carl)

Y

11

~

THH

Staff Use:
DATE SUBMITTED 9.13.19
DATE OF NEXT MEETING _____
AD MUST RUN NOT LATER THAN _____

Application and Procedural Requirements for Conditional Use Permit

Applicant's Name Shannon Nuckols
Address of Subject Property 2414 Red Bud Cove Benton, Ar. 72015
Legal Description of Subject Property (may be attached on separate sheet)


Assessor's Parcel Number of Subject Property 800-68051-000
Zoning District of Subject Property R2
Proposed Use licensed in home daycare

Please attach vicinity map of the property, 8.5 x 11 inch size. Additional required information is detailed on p. 2.

I hereby certify that I am the owner of the property identified in this application; or, that I am the authorized agent of Shannon Nuckols, who is the owner of said property; or that I am the employee or agent of _____, which is a public utility company or other agency with the powers of eminent domain, and that I am authorized to act in their behalf, and that this application, to the best of my knowledge and belief, is true and correct.

Signed Shannon Nuckols
Mailing Address 2414 Red Bud Cr.
Benton, Ar. 72015
Phone Number 501-944-7779

Subscribed and certified to me this 13th day of September, 2019.


Community Development Dept Representative

No 46465

DATE 9.13 20 19

CITY OF BENTON, ARKANSAS

GENERAL FUND

RECEIVED OF

FOR

Comerstone Montessori
Christian Academy

\$30.00

#1010

TO

RECEIVED BY:

Notice: All of the above information must be returned to the Community Development Department no later than the last day of the month for the next months meeting. Applications submitted after the first day of the month will not be heard on that month's agenda.

SITE PLAN SPECIFICATIONS

The submission requirements for the review of a "site plan" shall include a site plan, a site plan drawn on paper or film no larger than twenty-four (24) inches by thirty-six (36) inches, and no smaller than twelve (12) inches by twenty-four (24) inches, and includes:

- (1) Graphic scale and north arrow
- (2) Existing or proposed lot lines
- (3) Existing and proposed vehicular and pedestrian circulation systems including streets, alleys, walkways, service areas and loading areas, the location and arrangement of off-street parking areas and all points of vehicular ingress and egress.
- NA (4) Proposed perimeter treatment of the property, indicating screening materials to be used including earth berms, fences, walls, and plant materials together with a description of uses, setbacks, and their relationship to surrounding areas.
- N/A (5) Schematic landscape plan showing proposed treatment of the areas designated as either buffers or private common open space.
- (6) Location and dimension of all existing and proposed utility and street easements and all existing public improvements within the site.
- (7) Proposed location of structures and structural dimensions, dimension distances between buildings, and distances from structures to property lines.
- (8) A topographical cross section map of the site showing all drainage facilities.

Quantitative data including the following information:

- (1) Statement of use of building and grounds.
- (2) Proposed percent of building coverage of principal and accessory buildings relative to parcel size.
- (3) Parcel size.
- (4) Proposed floor area ration of principal and accessory buildings relative to parcel size.
- (5) Proposed number of parking spaces.
- (6) A registered land survey showing the exact property or boundary lines, including a legal description of the total site(s) proposed for development, including a statement of present and proposed ownership.

FILED FOR RECORD
In Doc. Book 01 Page 43615

FILED
SALINE CIRCUIT &
CHANCERY CLERK

JUL 10 2001

at 9:11 o'clock A
DOUG KIDD, CIRCUIT CLERK

AT JUL 10 AM 9 11

BY SA **WARRANTY DEED**
MARRIED PERSONS



KNOW ALL MEN BY THESE PRESENTS

THAT WE, JERRY L. HODGES and DEBORAH J. HODGES, husband and wife GRANTORS, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by STEPHEN L. NUCKOLS and SHANNON L. NUCKOLS, husband and wife, GRANTEE(S), the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said GRANTEE(S) and unto THEIR heirs and assigns forever, all THEIR right, title, interest and claim in and to the following lands lying in Saline County, Arkansas:

LOT 51, SPRING CREEK VILLAGE SUBDIVISION, PHASE II, AN ADDITION TO THE CITY OF BENTON, SALINE COUNTY, ARKANSAS.

Subject to restrictions, conditions, covenants and easements, of record, if any.

To have and to hold the same unto the said GRANTEE(S) and unto THEIR heirs and assigns, forever, with all appurtenances hereunto belonging.

And we hereby covenant with said GRANTEE(S) that we will forever warrant and defend the title to the said lands against all claims whatever.

And we, the GRANTORS, JERRY L. HODGES and DEBORAH J. HODGES, husband and wife, for and in consideration of the said sum of money, do hereby release and relinquish unto the said GRANTEE(S) all our rights of dower, curtesy and homestead in and to the said lands.

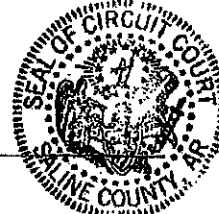
WITNESS our hands and seals on this 2ND day of JULY, 2001.

UNDER PENALTY OF FALSE SWEARING THE UNDERSIGNED HEREBY CERTIFIES THAT AT LEAST THE LEGALLY CORRECT AMOUNT OF DOCUMENTARY STAMPS HAVE BEEN AFFIXED TO THIS INSTRUMENT. (IF NONE SHOWN, EXEMPT OR NO CONSIDERATION PAID)

GRANTEE OR AGENT Stephen Nuckols
GRANTEE'S ADDRESS: 2414 Red Bud Cove
Benton, AR 72015

Jerry L. Hodges
JERRY L. HODGES

Deborah J. Hodges
DEBORAH J. HODGES



ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF SALINE



On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid duly qualified, commissioned and acting, JERRY L. HODGES and DEBORAH J. HODGES, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, who acknowledged that they executed the same for the purposes therein including the relinquishment of dower, curtesy and homestead, as herein contained and set forth.

WITNESS my hand and seal this 2ND day of JULY, 2001.



MY COMMISSION EXPIRES:
OCTOBER 3, 2010

Brandee Osborne
BRANDEE OSBORNE, NOTARY PUBLIC



SHELTER INSURANCE COMPANIES

HOMEOWNERS
EVIDENCE OF INSURANCE
AS OF 09/14/2018

NAME AND ADDRESS OF NAMED INSURED:
NUCKOLS, STEPHEN AND SHANNON
2414 RED HILL CV
BENTON, AR 72015-4778

AGENT:
BRETT FOLK INS AGENCY INC
1017 W SOUTH ST
BENTON, AR 72015
(501) 360-8300
AGENT NUMBER 03-B762-74

Policy Number: 03-71-9112201-1

Effective Date: 07/07/2018, 12:01 AM Central Time
Expiration Date: 07/07/2019, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 2414 RED HILL CV BENTON, AR 72015
THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

COVERAGES LIMITS OF LIABILITY	Section I				Section III	
	A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. ADDITIONAL LIVING EXPENSE	E. PERSONAL AUTO (BODILY INJURY AND PROPERTY DAMAGE) EARTHQUAKE	F. MEDICAL PAYMENT OTHERS FOR PERSON
	182,700	18,270	100,485	24 months	100,000	1,000

PREMIUM \$6,437.00

DISCOUNTS REFLECTED IN THE PREMIUM: Claims History Surcharge: 15%, Cancellation Policy, Protective Device

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

B-522-6-B	Limit	Child Day Care - Residence Premises Only
B-102-B	10000	Drainage System Endorsement

ANY LOSS BY PERILS INSURED AGAINST UNDER SECTION I OF THIS
POLICY IS SUBJECT TO A DEDUCTIBLE AMOUNT OF \$1500

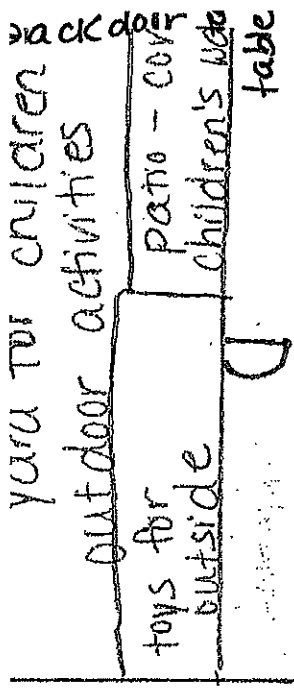
TERM 12 MONTHS
ZONE CODE 024
PROTECTION CLASS 2
TIER 1000

PAYS RENEWAL PREMIUM
LOAN NO.

AGENT

03-B762-74

B-750-B



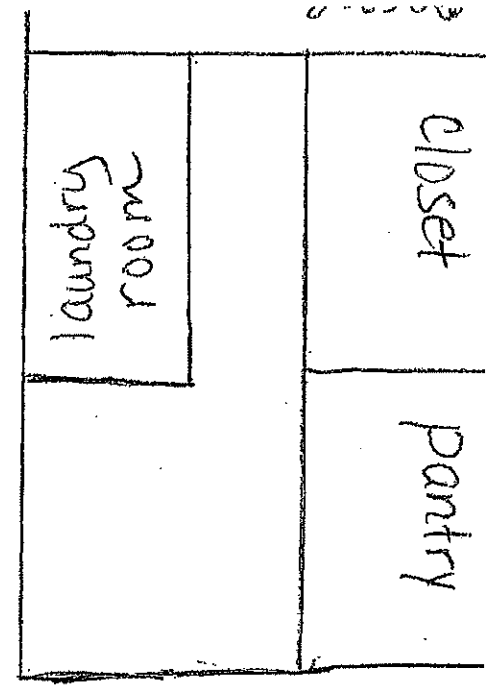
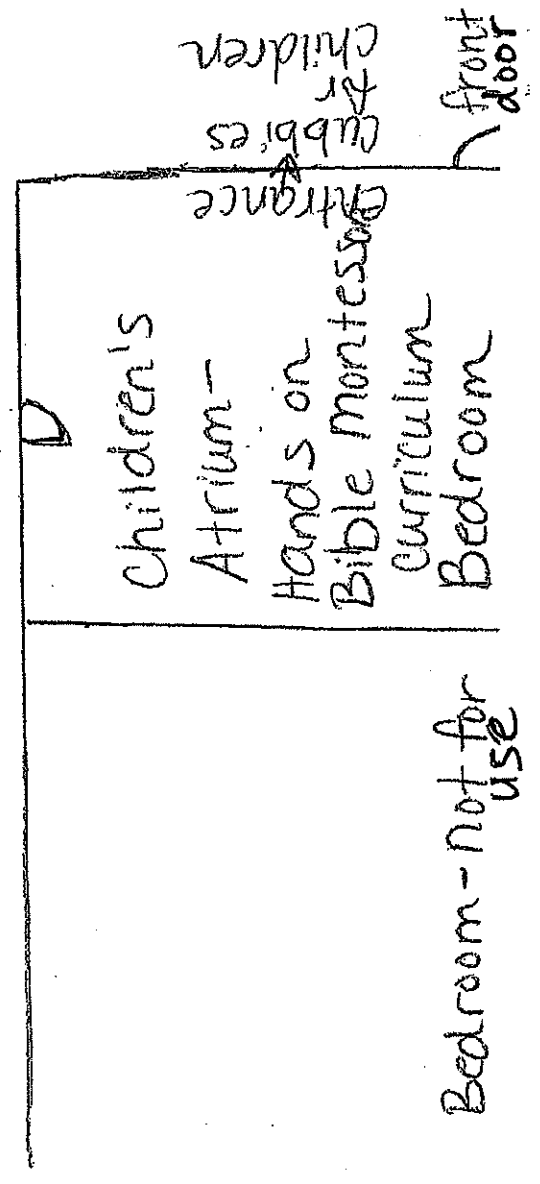
living room -
montessori
classroom for
children

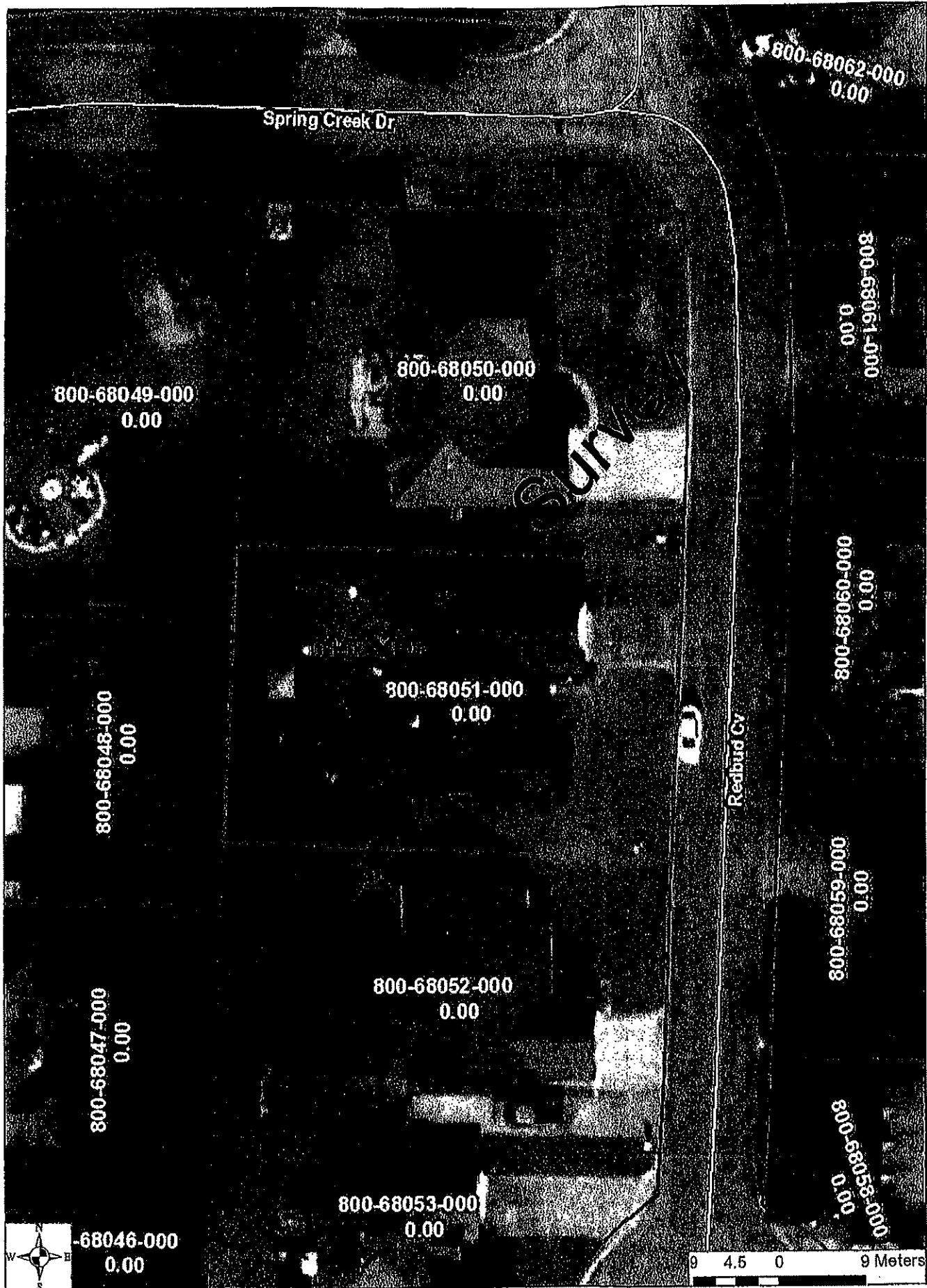
Master Bedroom -
not for use

Bathroom -
For children's
toileting +
handwashing

closet -
store children's
books + games

hall





800-68062-000
0.00

Spring Creek Dr

800-68050-000
0.00

800-68049-000
0.00

800-68061-000
0.00

800-68060-000
0.00

800-68051-000
0.00

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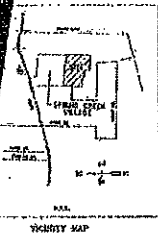
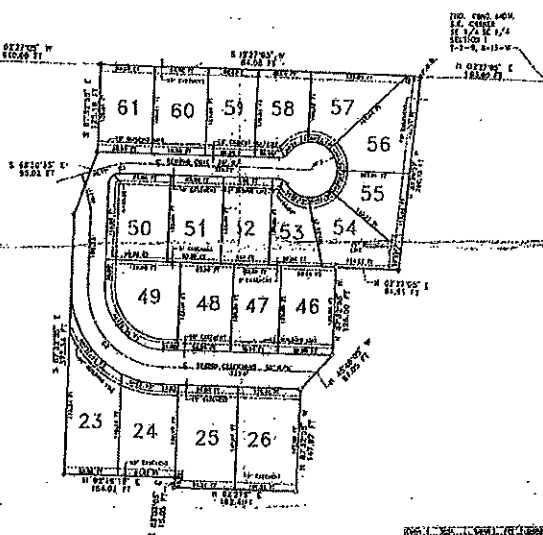
800-68058-000
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800-68053-000
0.00

800-68046-000
0.00



9 4.5 0 9 Meters

[illegible]

Directions

Your privacy will be protected by redirecting your search to Search Encrypt.

[Learn More](#)

X

A 2414 Red Bud Cove Benton, Arkansas 72015

B 2414 Red Bud Cove Benton, Arkansas 72015

[show options](#)

Clear

0
min

Light traffic
0 min without traffic
Via Red Bud Cove

2414 Red Bud Cove Benton, Arkansas 72015

1 Depart Red Bud Cove

Arrive at 2414 Red Bud Cove, Benton, AR
72015

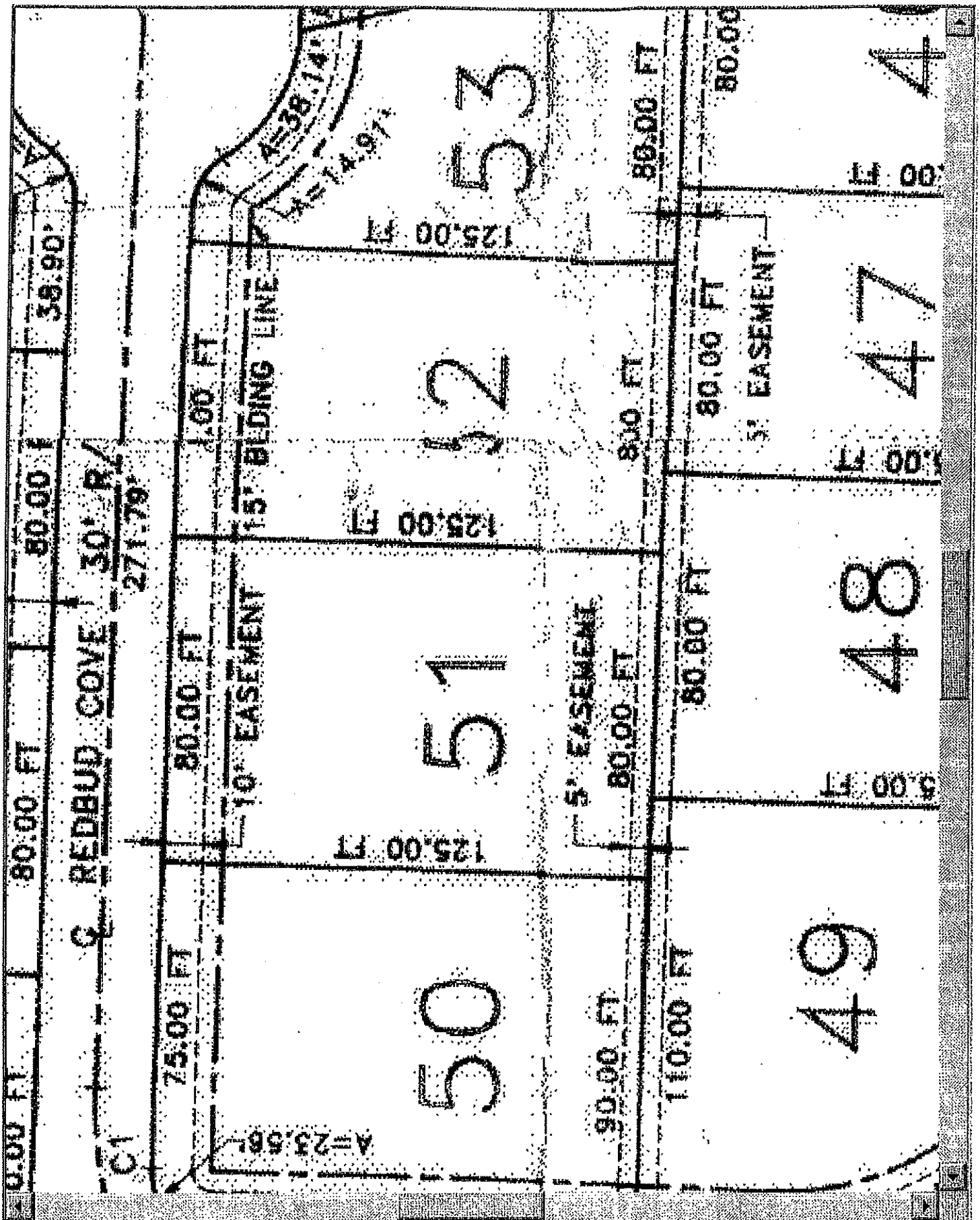
The last intersection is Spring Creek Dr

2414 Red Bud Cove Benton, Arkansas 72015

These directions are subject to the Microsoft® Service Agreement and are for informational purposes only. No guarantee is made regarding their completeness or accuracy. Construction projects, traffic, or other events may cause actual conditions to differ from these results. Map and traffic data © 2018 HERE™.

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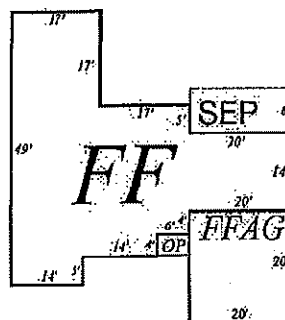


2414 RED BUD CV
BENTON, AR 72015

Q

[View Map](#)

A black and white photograph of a two-story house with a gabled roof and a chimney, set in a rural landscape with trees and a fence.



Abstract

Living Area 1st Floor	1,533	Basement Unfinished	0
Living Area 2nd Floor	0	Basement Finished w/Partitions	0
		Basement Finished w/o Partitions	0
Living Area Total SF	1,533	Basement Total SF	0
Occupancy Type:	Single Family		
Grade:	D3+5		
Story Height:	1 Story		
Year Built:	1995		
Effective Age:	18		
Construction Type:	Std Frame		
Roof Type:	Fiberglass		
Heat / AC:	Central		
Fireplace:	1 Single 1-Story Average		

Bathrooms:	2 full 0 half																															
Foundation Type:	Slab																															
Floor Type:	Elevated Slab																															
Floor Covering:	<table border="1"> <tr> <td>carpet:</td> <td>1,533</td> <td>sq ft</td> </tr> </table>				carpet:	1,533	sq ft																									
carpet:	1,533	sq ft																														
Additive Items:	<table border="1"> <thead> <tr> <th>Additive Item</th> <th>Quantity</th> <th>Size</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>WC</td> <td>344</td> <td></td> <td>BRICK/STONE WAINSCT</td> </tr> <tr> <td>FFAG</td> <td>400</td> <td></td> <td>FRAME FIN ATTACHED</td> </tr> <tr> <td>OP</td> <td>24</td> <td></td> <td>OPEN PORCH</td> </tr> <tr> <td>SEP</td> <td>160</td> <td></td> <td>SCREEN ENCLOSED</td> </tr> <tr> <td>CDW</td> <td>432</td> <td>16 x 27</td> <td>CONCRETE DRIVEWAY</td> </tr> <tr> <td>WFX6</td> <td>180</td> <td></td> <td>6' WOOD PRIVACY</td> </tr> </tbody> </table>				Additive Item	Quantity	Size	Description	WC	344		BRICK/STONE WAINSCT	FFAG	400		FRAME FIN ATTACHED	OP	24		OPEN PORCH	SEP	160		SCREEN ENCLOSED	CDW	432	16 x 27	CONCRETE DRIVEWAY	WFX6	180		6' WOOD PRIVACY
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CDW	432	16 x 27	CONCRETE DRIVEWAY																													
WFX6	180		6' WOOD PRIVACY																													
Outbuildings / Yard Improvements:	<table border="1"> <thead> <tr> <th>OBYI Item</th> <th>Quantity</th> <th>Size</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>OB F</td> <td>1</td> <td></td> <td></td> </tr> </tbody> </table>				OBYI Item	Quantity	Size	Description	OB F	1																						
OBYI Item	Quantity	Size	Description																													
OB F	1																															

Proof of Publication

STATE OF ARKANSAS
County of Saline

I, Halley Muradian-Langstreth do
solemnly swear that I am Legal Advertising
Clerk for The Saline Courier, a daily newspaper
printed in said county, and that I was such at the
date of publication hereinafter stated, and that
said newspaper had a bona fide circulation in
such county at said dates, and has been regularly
published in said county since the year 1876
before the date of the first publication of the
advertisement hereto annexed, and that said
advertisement was published in said newspaper
1 times for 1 issues, the first
insertion therein having been made on
9.17.19, and the last insertion on
9.17.19.

LEGAL NOTICES

2414 Red Bud Cove is being
considered for conditional use
for an In-home licensed daycare
Council meeting is October 8th at
6:00 pm, 114 South East Street
Benton, Arkansas

Billed Account Cornerstone Montessori

Ad Number 102339

Halley Muradian
Legal Advertising Clerk

Sworn to and subscribed before me on 9.18.19

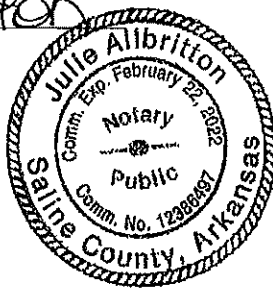
Julie Albritton
Notary Public

FEE FOR PRINTING

\$ 2.60 Cost of Notice

\$ 13.00 Cost of Proof

\$ 15.60 Total



Advertising Receipt

Saline Courier
PO Box 207
Benton AR 72018

Phone: (501) 315-8228
Fax: (501) 315-1920

Cornerstone Montessori Christi
Shannon
2414 Red Bud Cove
Benton, AR 72015

Acct #: 04108144
Ad #: 00102339
Phone: (501)944-7779
Date: 09/16/2019
Ad taker: HL Salesperson: LM

Sort Line: 2414 Red Bud Cove is being con

Classification 710

Description	Start	Stop	Ins.	Cost/Day	Total
01 The Saline Courier AFFI Affidavit	09/17/2019	09/17/2019	1	13.00	13.00 2.60

Ad Text:

2414 Red Bud Cove is being considered for conditional use for an
In-home licensed daycare
Council meeting is October 8th at 6:00 pm
114 South East Street Benton, Arkansas

Payment Reference:

Total: 15.60
Tax: 0.00
Net: 15.60
Prepaid: 0.00

Total Due: 15.60

From: Shannon Nuckols <slaureen.nuckols@gmail.com>
Subject: legal add
Date: September 15, 2019 9:18:27 PM CDT
To: legals@bentoncourier.com

I need to post a public notice either Monday September 16th or Tuesday September 17th for a notice for purposes of gaining conditional use on a property. It must be run 15 days prior to the hearing. The Hearing is October 8th. It needs to say this:

**2414 Red Bud Cove is being considered for conditional use for an
In-home licensed daycare
Council meeting is October 8th at 6:00 pm
114 South East Street Benton, Arkansas**

**Shannon Nuckols, M.Ed
Cornerstone Montessori Christian Academy
[Slaureen.nuckols@gmail.com](mailto:slaureen.nuckols@gmail.com)
<https://www.cornerstone-montessori-christian.com>
501-944-7779**

I, Kenneth E. Barnard Jr., the undersigned acknowledge that the residential property, 2414 Red Bud Cove in Benton, Arkansas is being considered for conditional use for an In-home licensed daycare. The Benton City Council meeting, located at 114 South East Street, Benton, Arkansas will be October 8th at 6:00p.m. I have been made aware of this notice by the property owner, Stephen or Shannon Nuckols.

Signed

Kenneth E. Barnard Jr.

Date

9/23/19

I, Michael SIMS, the undersigned acknowledge that the residential property, 2414 Red Bud Cove in Benton, Arkansas is being considered for conditional use for an In-home licensed daycare. The Benton City Council meeting, located at 114 South East Street, Benton, Arkansas will be October 8th at 6:00p.m. I have been made aware of this notice by the property owner, Stephen or Shannon Nuckols.

Signed

Michael Sims

Date

9/23/2019

RESOLUTION NO. 73 OF 2019

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
BURKHALTER TECHNOLOGIES, INC. FOR CONSTRUCTING CERTAIN
DRAINAGE IMPROVEMENTS IN THE AREA OF PRINCETON AND MONTCLAIR
STREETS; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton published a Request for Bids for the construction of certain drainage improvements in the area of Princeton and Montclair Streets; and

WHEREAS, after a review of the bids it has been determined that the contract should be awarded to Burkhalter Technologies, Inc. which is the lowest acceptable bid; and

WHEREAS, the City wishes to enter into an agreement with Burkhalter Technologies, Inc. to construct certain drainage improvements in the area of Princeton and Montclair Streets for the sum of \$1,734,683.00, plus a contingent amount of \$103,950.00 for the construction of a gravity block wall.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with Burkhalter Technologies, Inc. to construct certain drainage improvements in the area of Princeton and Montclair Streets and to pay the agreed upon compensation when due.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

CERTIFIED BID TAB

PROJECT: LR17-5768 Contract II - Princeton and Montclair Drainage Improvements Phase II
 BID LOCATION: Mayor's Conference Room at City Hall, 114 S. East Street, Benton, Arkansas
 BID TIME AND DATE: 2:00 PM, August 21, 2019

Certified By: Manish Krishnan 8/22/19.
 Maneesh Krishnan, P.E., License #15912

CONTRACTORS NAME: Redstone Construction Group, Inc. Mobley Contractors, Inc.
 CONTRACTORS LICENSE NO.: 0039640620 0007700220 0003660919
 Burkhalter Technologies, Inc. Weaver-Bailey Contractors, Inc.

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Site Preparation (Including Demolition Items, Removal of Existing Concrete Walls and Clearing and Grubbing Trees)	LS	1	\$356,587.00	\$356,587.00	\$122,854.61	\$122,854.61	\$834,000.00	\$834,000.00	\$554,654.45	\$554,654.45
2	Gravity Block Wall	SF	26,908	\$49.50	\$1,331,946.00	\$85.49	\$2,300,364.92	\$67.50	\$1,816,290.00	\$69.28	\$1,864,186.24
3	4' Chain Link Fence	LF	2,000	\$20.00	\$40,000.00	\$18.43	\$36,860.00	\$27.00	\$54,000.00	\$25.08	\$50,160.00
4	Installation of Cross Vanes	EA	5	\$5,000.00	\$25,000.00	\$14,961.60	\$74,808.00	\$1,850.00	\$9,250.00	\$3,973.61	\$19,868.05
5	Arkansas Code Ann. §22-9-212, Trench and Excavation Safety System.	LS	1	\$100.00	\$100.00	\$2,420.52	\$2,420.52	\$1.00	\$1.00	\$106,103.13	\$106,103.13
6	Miscellaneous (Mobilization, Demobilization, Bonds, Insurance, Seeding of Construction Area, Temporary Erosion Control, and Any Items not Covered Elsewhere to Complete the Project per the Drawings and Specifications)	LS	1	\$85,000.00	\$85,000.00	\$76,167.55	\$76,167.55	\$110,000.00	\$110,000.00	\$401,282.39	\$401,282.39
Total Amount Bid					\$1,838,633.00		\$2,613,475.60		\$2,823,541.00		\$2,996,254.26

DEDUCTIVE ALTERNATE NO. 1

Item No.	Item Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2	Gravity Block Wall	SF	2,100	\$49.50	\$103,950.00	\$85.49	\$179,529.00	\$67.50	\$141,750.00	\$69.28	\$145,488.00
Total Deductive Alternate No. 1					\$103,950.00		\$179,529.00		\$141,750.00		\$145,488.00
Total Amount Bid Less Deductive Alternate No. 1					\$1,734,683.00		\$2,433,946.60		\$2,681,791.00		\$2,850,766.26

RESOLUTION NO. 74 OF 2019

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
MCNEIL FARMS AND EXCAVATING, LLC FOR REHABILITATING THE
BRIDGEWATER CULVERT IN THE CITY; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton published a Request for Bids for the rehabilitation of the Bridgewater culvert in the City; and

WHEREAS, after a review of the bids it has been determined that the contract should be awarded to McNeil Farms and Excavating, LLC which was the lowest acceptable bid; and

WHEREAS, the City wishes to enter into an agreement with McNeil Farms and Excavating, LLC to rehabilitate the Bridgewater culvert in the city for the sum of \$36,500.00.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with McNeil Farms and Excavating, LLC to rehabilitate the Bridgewater culvert in the city and to pay the agreed upon compensation when due.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



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

Request for Proposals

Bid Number: RFP 2019-15	Buyer: Cynthia Nesbitt, Purchasing Coordinator
Commodity: Culvert Rehabilitation	Bid Opening Date: October 3, 2019
Department: Street Department	Bid Opening Time: 10:30 a.m.
Date Issued: September 19, 2019	

All proposals will be accepted until the time and date specified above. All proposals must be placed in a sealed package clearly marked on the outside **"City of Benton Culvert Rehabilitation 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

McNeil Farms and Excavating, LLC
Printed Name of Company

3901 Autumn Lane, Benton, AR 72019
Company Address

501-776-7321
Telephone Number

Fax Number

markm6@me.com
E-Mail Address


Mark McNeil
Printed Name of Authorized Signature

10-02-19
Date

Mark McNeil
Authorized Signature

10-02-19
Date

Official RFP Price Sheet



 Authorized Signature

10-02-19

 Date

10/2/2019

Invoice 0000001 McNeil Farms & Excavating, LLC

McNeil Farms & Excavating, LLC
3901 Autumn Lane
Benton, AR 72019

INVOICE

City of Benton Culvert Rehabilitation RFP
P.O Box 607
Benton, AR 72018

Invoice # 0000001

Invoice Date 10/03/2019

Due Date 10/03/2019

Item	Description	Unit Price	Quantity	Amount
	40 Foot of 60 Inch HDPE pipe	4000.00	1.00	4,000.00
	Head Walls	5500.00	2.00	11,000.00
	Riprap & Placement	500.00	5.00	2,500.00
	Flowable Fill around pipe	4000.00	1.00	4,000.00
	Removal of asphalt & Gravel	4000.00	1.00	4,000.00
	Replacement of asphalt & SB2	8000.00	1.00	8,000.00
	Installation of pipe	3000.00	1.00	3,000.00
		Subtotal		36,500.00
		Total		36,500.00
		Amount Paid		0.00
		Balance Due		\$36,500.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2019

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

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

PRODUCER Roberson & Associates Ins. 315 North Market St Benton AR 72015		CONTACT NAME: Kaci Vance PHONE (A/C, No, Ext): (501) 315-8011 FAX (A/C, No): (501) 315-5731 E-MAIL ADDRESS: kvance@robersoninsurance.com	
INSURED Mark McNeil 3901 Autumn Lane Benton AR 72019		INSURER(S) AFFORDING COVERAGE INSURER A: Great Lakes Insurance INSURER B: Progressive Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1871608718

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			GLG023564	07/13/2019	07/13/2020	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> 500 PD Deductible						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY			022706486	08/25/2019	06/25/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 25,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$ 50,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$ 25,000
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

City of Benton PO Box 807 Benton AR 72018	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ORDINANCE NO. 79 OF 2019

**A ORDINANCE AMENDING AND RESTATING THE WAGE SCALE
FOR EMPLOYEES IN THE CITY OF BENTON FIRE DEPARTMENT;
AMENDING ORDINANCES 10 OF 2014 AND 71 OF 2011;
DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton in order to remain competitive in the job market desires to adopt a revised salary scale reflecting wage increases for employees within the fire department which is attached hereto as Exhibit "1".

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

SECTION 1: The City of Benton does hereby adopt the attached Pay Range scale as set forth in Exhibit "1" of this ordinance. These pay ranges shall constitute the salary pay ranges for the employees within the fire department.

SECTION 2: This ordinance shall be effective as of November 1, 2019. Ordinances 10 of 2014 and 71 of 2011 are hereby amended as of that date to conform to the pay ranges stated in Exhibit "1". All other ordinances in conflict herewith are repealed to the extent of the conflict but not otherwise. Any employee who is below the minimum for his or her job classification shall be increased to the minimum as of the effective date of this ordinance.

SECTION 3: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications, and to this end, the provisions of this ordinance are hereby declared to be severable.

SECTION 4: There is an immediate need to amend, revise and restate the employee wage scale for the City of Benton Fire Department. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health, and safety. Subject to the effective date stated herein, it shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

City of Benton
Pay Structure - Fire Department
Effective November 1, 2019

40 hours per week / 2080 hours per year		
Trainer	Exempt	Entry
	Exempt	1
	Exempt	2
Fire Marshall	Exempt	3
	Exempt	Entry
	Exempt	1
	Exempt	2
	Exempt	3
	Exempt	70,106

56 hours per week / 2920 hours per year		
Firefighter	Non-Exempt	Entry
	Non-Exempt	1
	Non-Exempt	2
	Non-Exempt	3
	Non-Exempt	4
	Non-Exempt	5
	Non-Exempt	6
	Non-Exempt	36,009
	Non-Exempt	37,473
	Non-Exempt	38,937
	Non-Exempt	40,400
	Non-Exempt	41,864
	Non-Exempt	43,328
	Non-Exempt	44,791
	Non-Exempt	47,014
	Non-Exempt	48,233
	Non-Exempt	49,452
	Non-Exempt	50,671
	Non-Exempt	51,891
	Non-Exempt	53,110
	Non-Exempt	54,302
	Non-Exempt	55,851
	Non-Exempt	57,399
	Non-Exempt	58,947
	Non-Exempt	60,495
	Non-Exempt	61,134
	Non-Exempt	63,779
Battalion Chief	Non-Exempt	2
	Non-Exempt	3
	Non-Exempt	66,425
	Non-Exempt	69,070

Certificate Pay for Firefighters	
Driver Operator	\$10.00 per month / \$120.00 annually
Fire Inspector I	\$15.00 per month / \$180.00 annually
Fire Officer I	\$15.00 per month / \$180.00 annually
Fire Officer II	\$15.00 per month / \$180.00 annually
Instructor I	\$15.00 per month / \$180.00 annually
Instructor II	\$15.00 per month / \$180.00 annually
Arson Investigator	\$15.00 per month / \$180.00 annually
Hazardous Materials	\$20.00 per month / \$240.00 annually
Hazardous Materials (additional)	\$5.00 per month / \$60.00 annually
EMT Instructor	\$15.00 per month / \$180.00 annually
Confined Space	\$20.00 per month / \$240.00 annually
Trench Rescue	\$20.00 per month / \$240.00 annually
Tech Rope Rescue	\$20.00 per month / \$240.00 annually
Swift Water	\$20.00 per month / \$240.00 annually
Core Rescue	\$10.00 per month / \$120.00 annually
Paramedic	\$75.00 per month / \$900.00 annually

Office Manager	Non-Exempt	Entry	\$39,258
	Non-Exempt	1	\$40,081
	Non-Exempt	2	\$40,903
	Non-Exempt	3	\$41,726
	Non-Exempt	4	\$42,548
	Non-Exempt	5	\$43,371
	Non-Exempt	6	\$44,193
	Non-Exempt	7	\$45,016
	Non-Exempt	8	\$45,838
	Non-Exempt	9	\$46,661
	Non-Exempt	10	\$47,483
	Non-Exempt	11	\$48,306
	Non-Exempt	12	\$49,128
	Non-Exempt	13	\$49,951
	Non-Exempt	14	\$50,773
	Non-Exempt	15	\$51,596
	Non-Exempt	16	\$52,418
	Non-Exempt	17	\$53,241
	Non-Exempt	18	\$54,063
	Non-Exempt	19	\$54,886

Firefighters are eligible for holiday pay in addition to base pay.

Firefighters are eligible for Degree Pay equal to \$600.00/year Associate, \$1,200.00/year Bachelors, \$1,800.00/year Masters, non-cumulative.

Trainer and Fire Marshall hold Battalion Chief rank. Salary is based on Battalion Chief pay plus 1.5%

Firefighters regularly scheduled to work 56 hours per week temporarily moving to a 40 hour week will receive their base pay plus 1.5% for the duration of the temporary assignment.

RESOLUTION NO. 75 OF 2019

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH METLIFE FOR PROVIDING LONG TERM DISABILITY BENEFITS AND LIFE INSURANCE FOR CERTAIN CURRENT AND PAST CITY EMPLOYEES

WHEREAS, the City Council has determined that the City should modify certain benefits which are presently being provided for certain current and former employees of the City; and

WHEREAS, it has been determined that the product provided by MetLife is less expensive and offers a better product than the current city policies providing essentially the same type of coverage.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to enter into a contract with MetLife for providing certain current and former employees with coverage for Long Term Disability and Life Insurance. Copies of the two policies are attached hereto as Exhibit "1" and "2" respectively.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Summary of Benefits

Long Term Disability - LTD Option 2 - EAP 3/5

Long Term Disability																																																		
Class Description	All Active Full Time Employees (30 Hours)	All Active Full Time Police Cadet (30 Hours)																																																
Monthly Benefit	60% of Predisability Earnings	60% of Predisability Earnings																																																
Maximum Monthly Benefit	\$5,000.00	\$5,000.00																																																
Minimum Monthly Benefit*	\$100.00	\$100.00																																																
Elimination Period	180 Days or until the end of the STD Maximum Benefit Period.	180 Days or until the end of the STD Maximum Benefit Period.																																																
Own Occupation Period	24 months	Any Occ																																																
Social Security Integration	Family Social Security	Family Social Security																																																
Benefit Duration	RBD w/ SSNRA	RBD w/ SSNRA																																																
	<p>The later of Your Normal Retirement Age as defined by Social Security or the period shown below:</p> <table><tr><th><u>Age on Date of Your Disability</u></th><th><u>Benefit Duration</u></th></tr><tr><td>less than 60</td><td>to age 65</td></tr><tr><td>60</td><td>60 months</td></tr><tr><td>61</td><td>48 months</td></tr><tr><td>62</td><td>42 months</td></tr><tr><td>63</td><td>36 months</td></tr><tr><td>64</td><td>30 months</td></tr><tr><td>65</td><td>24 months</td></tr><tr><td>66</td><td>21 months</td></tr><tr><td>67</td><td>18 months</td></tr><tr><td>68</td><td>15 months</td></tr><tr><td>69 and over</td><td>12 months</td></tr></table>	<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>	less than 60	to age 65	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months	<p>The later of Your Normal Retirement Age as defined by Social Security or the period shown below:</p> <table><tr><th><u>Age on Date of Your Disability</u></th><th><u>Benefit Duration</u></th></tr><tr><td>less than 60</td><td>to age 65</td></tr><tr><td>60</td><td>60 months</td></tr><tr><td>61</td><td>48 months</td></tr><tr><td>62</td><td>42 months</td></tr><tr><td>63</td><td>36 months</td></tr><tr><td>64</td><td>30 months</td></tr><tr><td>65</td><td>24 months</td></tr><tr><td>66</td><td>21 months</td></tr><tr><td>67</td><td>18 months</td></tr><tr><td>68</td><td>15 months</td></tr><tr><td>69 and over</td><td>12 months</td></tr></table>	<u>Age on Date of Your Disability</u>	<u>Benefit Duration</u>	less than 60	to age 65	60	60 months	61	48 months	62	42 months	63	36 months	64	30 months	65	24 months	66	21 months	67	18 months	68	15 months	69 and over	12 months
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Rehabilitation Incentives included in quote (details in limitations and definitions)	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive	Work Incentive Rehabilitation Program Incentive Family Care Incentive Moving Expense Incentive																																																
Employee Assistance Program	Option 3, 5 sessions.	Option 3, 5 sessions.																																																
Survivor Benefit	Included in this quote	Included in this quote																																																
Cost of Living Adjustment	Cost of Living Adjustment does not apply.	Cost of Living Adjustment does not apply.																																																
*The minimum monthly benefit is subject to overpayment situations and any applicable rehabilitation incentives																																																		

Long Term Disability	Rate per \$100 Of Covered Monthly Payroll	Covered Monthly Payroll	Est Monthly Premium	Est Annual Premium
Standalone	\$0.429	\$292,434	\$1,255	\$15,054
Rates are guaranteed from January 1, 2020 - December 31, 2021 (24 months)				

All Active Full Time Employees	
Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury: The employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and</p> <ul style="list-style-type: none"> • During the elimination period and the next 24 months is unable to earn more than 80% of predisability earnings at their Own Occupation for any employer in their Local economy, and • After such period, is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience.
Definition of Predisability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: Basic earnings only.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> • The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; • The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or • Any other compensation from the Employer.
Pre Existing Conditions	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> • Received medical treatment, consultation, care, or services; or • Took prescription medication or had medications prescribed in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect. <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Work Incentive	<p>While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled.</p>
Rehabilitation Incentive	<p>10% increase in the Monthly Benefit if participating in an approved Rehabilitation Program.</p>

Family Care Incentive	If the employee works or participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for up to \$400 per month for eligible Family Care expenses incurred by an employee for each eligible family member during the first 24 months of benefit payments.
Moving Expense Incentive	Moving Expense Incentive: If the employee participates in a Rehabilitation Program while they are Disabled, reimbursement may be provided for expenses incurred in order to move to a new residence if recommended as part of the Rehabilitation Program.
Temporary Recovery	<p>If the employee returns to Active Work before completing the Elimination Period and then becomes Disabled again due to the same or related condition, a new Elimination Period is not required provided the return to full time work is within a period of 60 work days or less. MetLife will count the days worked while Disabled toward the satisfaction of the Elimination Period. If the return to Active Work is greater than 60 work days, a new Elimination Period is required.</p> <p>If the employee returns to Active Work, after they begin to receive Monthly Benefits, for a period of 180 continuous days or less and becomes Disabled again due to the same or related condition, they will not have to complete a new Elimination Period.</p>
Zero Day Residual	If the employee continues to meet the Definition of Disability, the elimination period may be satisfied during part-time employment.
Survivor Benefit	If the employee dies while they are Disabled, a single sum payment equal to 3 times the employee's last net Monthly Benefit is made to the employee's survivor.
Continuity of Coverage	Provided for groups where this plan will replace an inforce insured plan in force on the day immediately preceding the effective date of this plan.
Cost of Living Freeze	Cost of Living Freeze is included in this quote.
Waiver of Premium	Premium payments for Disabled employees are waived while benefits are payable.
Indexing	For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 7%
Specific Disabilities	
Mental or Nervous Disorders or Diseases unless due to Neurocognitive Disorders	<p>All Active Full Time Employees</p> <p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>BiPolar I Disorder will also be limited.</p>

	<p>Schizophrenia will also be limited.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Chronic Fatigue Syndrome and Related Disorders	<p>All Active Full Time Employees If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Neuromuscular, Musculoskeletal or Soft Tissue Disorder	<p>All Active Full Time Employees If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Alcohol, Drug or Substance Abuse or Addiction	<p>All Active Full Time Employees If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Fibromyalgia	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>

All Active Full Time Police Cadet	
Limitations and Definitions	
Definition of Disability	<p>Due to a Sickness, or as a direct result of accidental injury: The employee is receiving Appropriate Care and Treatment and complying with the requirements of such treatment, and</p> <ul style="list-style-type: none"> Is unable to earn more than 60% of their predisability earnings from any employer in their Local economy at any gainful occupation for which they are reasonably qualified taking into account their training, prior education and experience.
Definition of Predisability Earnings	<p>The amount of the employee's gross salary or wages from his/her employer as of the day before his/her disability began. Predisability earnings includes: Basic earnings only.</p> <p>The term does not include:</p> <ul style="list-style-type: none"> The grant, award, sale, conversion, and/or exercise of shares of stock or stock options; The Employer's contributions on Your behalf to any deferred compensation arrangement or pension plan; or Any other compensation from the Employer.
Pre Existing Conditions	3/12
Pre-Existing Condition Limitation	<p>Pre-existing Condition means a Sickness or accidental injury for which the employee:</p> <ul style="list-style-type: none"> Received medical treatment, consultation, care, or services; or Took prescription medication or had medications prescribed in the 3 months before insurance or any increase in the amount of insurance under the certificate takes effect. <p>We will not pay benefits, or any increase in benefit amount due to an elected increase in the amount of insurance for a Disability that results for a Pre-existing Condition, if the employee has been Actively at Work for less than 12 consecutive months after the date their Disability insurance or the elected increase in the amount of such insurance takes effect under the certificate.</p>
Work Incentive	<p>While disabled and receiving a Monthly Benefit, employees may receive up to 100% of Predisability Monthly Earnings, including family care expense reimbursement, Rehabilitation incentive, return-to-work earnings, and other income benefits. After the first 24 months following the employees return to work, MetLife will reduce the employees Monthly Benefit by 50% of the amount the employee earns from working while Disabled.</p>
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Continuity of Coverage	Provided for groups where this plan will replace an Inforce insured plan in force on the day immediately preceding the effective date of this plan.
Cost of Living Freeze	Cost of Living Freeze is included in this quote.
Waiver of Premium	Premium payments for Disabled employees are waived while benefits are payable.
Indexing	For the purposes of determining whether an employee continues to be Disabled and for calculating the Work Incentive, we will add to the employee's Predisability Earnings an amount equal to the lesser CPI or 7%
Specific Disabilities	
Mental or Nervous Disorders or Diseases unless due to Neurocognitive Disorders	<p>All Active Full Time Police Cadet</p> <p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>BiPolar I Disorder will also be limited.</p>

	<p>Schizophrenia will also be limited.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Chronic Fatigue Syndrome and Related Disorders	<p>All Active Full Time Police Cadet</p> <p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Neuromuscular, Musculoskeletal or Soft Tissue Disorder	<p>All Active Full Time Police Cadet</p> <p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>
Alcohol, Drug or Substance Abuse or Addiction	<p>All Active Full Time Police Cadet</p> <p>If the employee is Disabled, Disability benefits are limited to one occurrence per lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: No</p>
Fibromyalgia	<p>If the employee is Disabled, Disability benefits are limited to a lifetime maximum of 24 months.</p> <p>Combined monthly maximum limitation from date benefits begin with other limited conditions: Yes</p>

Exclusions

We will not pay for any Disability caused or contributed to by:

- | |
|---|
| <ul style="list-style-type: none">• War, whether declared or undeclared, or act of war, insurrection, rebellion, or terrorist act;• Your active participation in a riot;• Intentionally self-inflicted injury;• Attempted suicide; or• Commission of or attempt to commit a felony. |
|---|

Long Term Disability Coverage Highlights	
Broker Commissions included in the rate:	Flat 15.00%
Expected Participation:	100%
Employee Contributions:	0%
Financial Arrangement(s):	Non-retrospectively Experience Rated
Situs is	ARKANSAS
Foreign National(s):	Does Not Apply
Actively at Work provision applies	
Employer FICA Match:	MetLife is not the agent for purposes of remitting the Employer share of FICA. MetLife is not the agent for tax remitting, therefore the Employer is responsible for issuing W-2s, remitting and reporting the Employer share of FICA, reporting wages and taxes on their Form 941 and state or federal unemployment tax remitting and reporting. If requested, MetLife will automatically withhold and remit federal and state taxes and the employee share of FICA from taxable benefit payments. MetLife will issue the W-2s for taxable benefits using the Employer's name and EIN at no charge if requested by the Employer, but we are not the agent, therefore the Employer still retains all the responsibilities noted above minus the W-2 responsibility. If the Employer uses the services of a payroll vendor, they should discuss this with the vendor to determine if it will cause any reporting issues.
Rehabilitation Program Participation:	Disability benefit payments will end on the date the employee ceases or refuses to participate in a Rehabilitation Program that MetLife requires.

Reductions: Benefits will be reduced by income and recoveries from certain other sources including but not limited to: Social Security disability or retirement benefits received or eligible to receive because of Disability; any state, public or federal employee retirement or disability plan benefits received or eligible to receive because of Disability, including State Teachers Retirement System (STRS), Public Employee Retirement System (PERS) or Federal Employee Retirement System (FERS); group insurance policies; certain early retirement plans; no-fault auto laws; governmental compulsory benefit plan or program; other disability programs or plans, sick pay, vacation pay, or other salary continuation; Workers' Compensation benefits; occupational disease laws; maritime maintenance and cure; third party recoveries; and unemployment insurance laws or programs.

If there is a reasonable basis for You to apply for benefits under the Federal Social Security Act, a government compulsory plan or program, or STRS, PERS or FERS Benefit Plans or Programs, We expect You to apply for them. To apply for Social Security benefits means to pursue such benefits until You receive approval from the Social Security Administration, or a notice of denial of benefits from an administrative law judge. With respect to benefits under a government compulsory plan or program or STRS, PERS or FERS Benefit Plans or Programs, to apply means to pursue such benefits through all applicable levels of appeal provided for under such benefit plans or programs.

We will reduce the amount of Your Disability benefit by the amount of Social Security benefits, We estimate that You, Your Spouse or child(ren) are eligible to receive because of Your Disability or retirement. We will reduce Your Disability benefits by such estimated Social Security benefits starting with the first Disability benefit payment coincident with the date You were eligible to receive Social Security benefits. We will reduce Your Disability benefit by the amount of such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefit that We estimate You are eligible to receive, provided that We have the reasonable means to make such an estimate. We will start to do this with the first Disability benefit payment under this certificate coincident with the date You were eligible to receive such government compulsory benefit plan or program benefit, or STRS, PERS or FERS benefits under any such plans or programs.

MetLife has made every effort to quote a plan that matches the substance of the requested plan design to the best of our ability, based on the plan documentation made available at the time of quote. The actual language used in the contracts will reflect what is filed in the applicable jurisdictions. Our rates are based on the plan design illustrated in this Cost & Benefit Summary.

Employee Assistance Program – Premier

Employee Assistance

- Toll-free telephone assessments, referrals and counseling
- Work and Life Services – Childcare, Eldercare, Financial, Pre-Retirement

Clinical Counseling

- Up to 5 sessions per incident with licensed counselor (Choice of Face-to-Face, Telephonic or Virtual)

Web-Based Services

- Articles, Checklists, and Worksheets – cover substance abuse, anger management, depression, grief and loss, stress, coping with disaster, childcare, adult care, health/fitness, working/living, communication/relationships, retirement, finance
- Online provider search, self-referrals and authorizations
- Online assessments for depression, stress, anxiety, and insomnia
- Work/life resource and referral directory, online tools (child development tracker, interactive charts for tax, personal finance, retirement, etc;)
- Life-events navigation – allows members to access services via common life events
- Health/Fitness, Personal Growth, Employee Development Content and Tools
- Unlimited 24/7 access to hundreds of award-winning downloadable educational materials including articles, e-booklets, audio recordings, toolkits and assessments, and more on our website, LifeWorks.com
- World-class technology platform, including the consumer-grade Lifeworks Mobile App consumer-grade mobile app
- The Well-being Feed, available exclusively through the LifeWorks Mobile App, which streams useful and informative prevention messages around health, relationships, finances and more to raise awareness and educate participants on all aspects of their wellbeing. The Well-being Feed also allows a company administrator to communicate directly with employees. This occurs through push messaging that drives wellbeing education and maximizes awareness and utilization of benefits.

Employer Consultation Services

- Management Consultation – Coaching discussions with managers on ways to approach difficult situations and assist employees in need.
- Job Performance Referrals (JPRs) – A program that includes customized action plan to help an employee resolve problems and improve job performance.
- Onsite Critical Incident Stress Debriefing (CISD) – Work site meetings that provide education and support to ease return to work and help employees cope with a traumatic event.
- Department of Transportation Referrals (DOT) – A fully compliant rehabilitation process with the National Substance Abuse Professional Network for employees who fall under the Federal Department of Transportation regulations for workplace drug and alcohol testing programs.
- Training and Development Seminars and Workshops – Offering a wide variety of workshops as well as training services that will help your business succeed. A total of 8 hours per year are included.
- Orientations for Employees / Supervisors – Session to learn and review the kinds of counseling and other assistance available through the EAP.

LifeWorks will be solely responsible for all services provided under the Employee Assistance Program (EAP).

Underwriting Assumptions
WillisCenter.com: Online will prep service offered through SmartLegalForms, Inc., available to all customers at no charge.
If insurance coverage is provided, it will be governed by the terms and conditions of the insurance policy and applicable law. If administrative services are provided, they are governed by the terms and condition of the administrative services agreement and by applicable law.
If MetLife is requested to duplicate contractual provisions from the prior carrier, such provisions must be compatible with all MetLife's standards.
The quoted rates and or fees are based upon the request received. If new or additional information in connection with this request is provided, MetLife reserves the right to change its quote at any time before the effective date. After the effective date, rate and or fees are subject to the terms and conditions of the policy and or administrative services agreement.
Only those eligible persons residing in the United States may be covered. Any others must be approved by MetLife.
NOTICE REGARDING NON-US COVERAGE When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a Metropolitan Life Insurance Company (MLIC) affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MLIC or any other insurer that is not a member of MAXIS GBN. Please note that while MLIC is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.
Some services in connection with the coverage may be performed by our affiliate, MetLife Services and Solutions, LLC. These service arrangements in no way alter Metropolitan Life Insurance Company's obligations. Coverage will continue to be administered in accordance with Metropolitan Life Insurance Company's policies and procedures.
SIC Code: 9111

U.S. Business Intermediary and Producer Compensation Notice

Metropolitan Life Insurance Company, herein called MetLife, enters into arrangements concerning the sale, servicing and/or renewal of MetLife group insurance and certain other group-related products ("Products") with brokers, agents, consultants, third party administrators, general agents, associations, and other parties that may participate in the sale, servicing and/or renewal of such products (each an "Intermediary"). MetLife may pay your Intermediary compensation, which may include, among other things, base compensation, supplemental compensation and/or a service fee. MetLife may pay compensation for the sale, servicing and/or renewal of products, or remit compensation to an Intermediary on your behalf. Your Intermediary may also be owned by, controlled by or affiliated with another person or party, which may also be an Intermediary and who may also perform marketing and/or administration services in connection with your products and be paid compensation by MetLife.

Base compensation, which may vary from case to case and may change if you renew your products with MetLife, may be payable to your Intermediary as a percentage of premium or a fixed dollar amount. MetLife may also pay your Intermediary compensation that is based upon your Intermediary placing and/or retaining a certain volume of business (number of products sold or dollar value of premium) with MetLife. In addition, supplemental compensation may be payable to your Intermediary. Under MetLife's current supplemental compensation plan (SCP), the amount payable as supplemental compensation may range from 0% to 8% of premium. The supplemental compensation percentage may be based on one or more of: (1) the number of products sold through your Intermediary during a one-year period; (2) the amount of premium or fees with respect to products sold through your Intermediary during a one-year period; (3) the persistency percentage of products inforce through your Intermediary during a one-year period; (4) the block growth of the products inforce through your Intermediary during a one-year period; (5) premium growth during a one-year period; or (6) a fixed percentage or sliding scale of the premium for products as set by MetLife. The supplemental compensation percentage will be set by MetLife based on the achievement of the outlined qualification criteria and it may not be changed until the following SCP plan year. As such, the supplemental compensation percentage may vary from year to year, but will not exceed 8% under the current supplemental compensation plan.

The cost of supplemental compensation is not directly charged to the price of our products except as an allocation of overhead expense, which is applied to all eligible group insurance products, whether or not supplemental compensation is paid in relation to a particular sale or renewal. As a result, your rates will not differ by whether or not your Intermediary receives supplemental compensation. If your Intermediary collects the premium from you in relation to your products, your Intermediary may earn a return on such amounts. Additionally, MetLife may have a variety of other relationships with your Intermediary or its affiliates, or with other parties, that involve the payment of compensation and benefits that may or may not be related to your relationship with MetLife (e.g., insurance and employee benefits exchanges, enrollment firms and platforms, sales contests, consulting agreements, participation in an insurer panel, or reinsurance arrangements).

More information about the eligibility criteria, limitations, payment calculations and other terms and conditions under MetLife's base compensation and supplemental compensation plans can be found on MetLife's Website at www.metlife.com/business-and-brokers/broker-resources/broker-compensation. Questions regarding Intermediary compensation can be directed to ask4met@metlifeservice.com, or if you would like to speak to someone about Intermediary compensation, please call (800) ASK 4MET. In addition to the compensation paid to an Intermediary, MetLife may also pay compensation to your representative. Compensation paid to your representative is for participating in the sale, servicing, and/or renewal of products, and the compensation paid may vary based on a number of factors including the type of product(s) and volume of business sold. If you are the person or entity to be charged under an insurance policy or annuity contract, you may request additional information about the compensation your representative expects to receive as a result of the sale or concerning compensation for any alternative quotes presented, by contacting your representative or calling (866) 796-1800.

Non-U.S. Coverage

When providing you with information concerning a group insurance policy issued or proposed to your affiliate or subsidiary outside the United States by a MetLife affiliate or by other locally licensed insurers that are members of the MAXIS Global Benefits Network (MAXIS GBN), New York insurance law requires the person providing the information to be licensed as an insurance broker. In this capacity, the information provided to you will only be on behalf of such insurers and not on behalf of MetLife or any other insurer that is not a member of MAXIS GBN. Please note that while MetLife is a member of MAXIS GBN and is licensed to transact insurance business in New York, the other MAXIS GBN member insurers are not licensed or authorized to do business in New York. The group insurance policies they issue are for coverage outside the United States and are governed by the laws of the country they were issued in. These policies have not been approved by the New York Superintendent of Financial Services, are not subject to all of the laws of New York, and are not protected by the New York State Guaranty Fund.

L0419513732[exp0520][All States]
L0818507932[exp0820][All Territories]

Summary of Benefits Life / AD&D Insurance - New Life Option

Basic Life	
All Active Full Time Employees/Elected Officials (30 Hours)	<ul style="list-style-type: none"> Flat \$50,000 Medical Evidence Level: \$50,000 Reduces by: 35% at Age 65, 50% at Age 70 Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65) Conversion is included in this quote Accelerated Benefit Option: 12 months or less to live, up to 80.0% of coverage, to a maximum of \$500,000
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	
Eligible Retirees Hired Before 2005 (30 Hours)	<ul style="list-style-type: none"> Flat \$5,000 Medical Evidence Level: \$5,000 No Age Reduction Conversion is included in this quote Accelerated Benefit Option: not included

Basic AD&D	
All Active Full Time Employees/Elected Officials (30 Hours)	<ul style="list-style-type: none"> 100% of the Basic Life benefit. Waiver of Premium (disabled prior to 60, waiting period 9 months, coverage continues to 65)
<p>Age Reduction*: The Employer is responsible for making sure that the offer of insurance to its Employees under the program described complies, if applicable, with the Age Discrimination in Employment Act of 1967, as amended, ("ADEA"), and the regulations thereunder. The Employer should seek the advice of counsel as to whether ADEA applies to the program and, if so, whether it is in compliance with ADEA and other applicable laws. MetLife is required to comply with insurance age discrimination laws where applicable.</p> <p>*All reductions are applied to the original benefit amount</p>	

	Rate per \$1,000 of Covered Volume	Est Volume	Est Monthly Premium	Est Annual Premium
Basic Life				
All Active Full Time Employees/Elected Officials	\$0.218	\$11,195,000	\$2,441	\$29,286
Eligible Retirees Hired Before 2005	\$0.218	\$365,000	\$80	\$955
Rates are guaranteed from January 1, 2020 - December 31, 2021 (24 months)				
Basic AD&D				
	\$0.028	\$11,195,000	\$313	\$3,762
Rates are guaranteed from January 1, 2020 - December 31, 2021 (24 months)				

50K - EMP - 12/23
5K - Retiree - 1/23

RESOLUTION NO. 76 OF 2019

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
FENCE WORLD, INC. FOR CONSTRUCTING FENCING AT BERNARD HOLLAND
PARK; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton published a Request for Bids for the construction of fencing at Bernard Holland Park; and

WHEREAS, after a review of the bids it has been determined that the contract should be awarded to Fence World, Inc. which is the lowest acceptable bid; and

WHEREAS, the City wishes to enter into an agreement with Fence World, Inc. to construct fencing at Bernard Holland Park for the sum of \$184,000.00.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with Fence World, Inc. to construct fencing at Bernard Holland Park and to pay the agreed upon compensation when due.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Fence World, Inc.
10625 Otter Creek East
Mabelvale, AR 72103

501-455-1014

501-455-1180 fax

Daniel Baxley

Customer's Name: City of Benton

Date: 9-12-2019

Job Number: _____

Job Address: Holland Park

Customer Phone: 672-8026 Fax:

Benton, AR

Type of Fence:

Height:

Post Spacing:

Line Posts:

Gate Posts:

Post Depth: _____

Picket Type:

Top Rail:

Bottom Rail:

Brace Rail: N/A

Quantity: Estimate-

6' Fencing:

\$115,000.00

1) 3090' of 6' Black Vinyl Chain Link Fence Around Sides and Outfield, 11 Ga Core Wire,
2" Line Posts, 3" Corner Posts, Top and Bottom Rail, 6 Double Gates, 6 Single Gates,
Yellow Cap on All Perimeter, Pemascreen 70 on Outfield Only

2) 384' of Dugout Fencing, 8'-6" Tall, 9 Ga Core Fabric, 6 Walk Gates

Backstop:

1) 350' of 20' Tall Black Vinyl Chain Link Fence, All 4" Posts, 5 Rails, 9 Ga Core Fabric \$49,000.00

Alternate: Install 240' of 20' Tall Backstop Netting, 6 5/8" Posts, 11' 6" Deep \$50,000.00

Demo:

\$20,000.00

Demolition of All Existing Fence

Note: All Pipe will be SS40 weight for Posts, Gates, and Rails

Price: \$184,000.00

Installation Only (All Material Provided by Others): \$115,000.00

RESOLUTION NO. 77 OF 2019

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH
AMERICAN BUILDING SYSTEMS. FOR CONSTRUCTING A BATTING CAGE AT
TYNDALL PARK; AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton published a Request for Bids for the construction of a batting cage at Tyndall Park; and

WHEREAS, after a review of the bids it has been determined that the contract should be awarded to American Building Systems which is the lowest acceptable bid; and

WHEREAS, the City wishes to enter into an agreement with American Building Systems to construct a batting cage at Tyndall Park for the sum of \$42,084.00.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, a contract with American Building Systems to construct a batting cage at Tyndall Park and to pay the agreed upon compensation when due.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



5401 Hwy. 5 North
Bryant, AR 72022

State Contractors License No. 0036530703

Tel: 501-847-3051 Fax: 501-847 3759 Cell: 501-944-4585
E-Mail: bud@absco.us Webb Site: www.absco.us

Date: 10.16.2019

Quotation To: City of Benton, AR

Project: City of Benton Tindall Park Batting Cage RFP

We shall furnish all material, labor, tools and equipment to build the new Batting Cage Building at Tyndall Park to the exact specification as listed on the request for proposal numbered 2019-16

Price of project: \$42,084.00

American Building Systems Co.

Bud Grant

Agree to Perform: _____ Date: _____

RESOLUTION NO. 78 OF 2019

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH AMPUTEES BEYOND LIFE'S EXPECTATIONS, INC. FOR PROVIDING CERTAIN SERVICES TO THE CITIZENS OF BENTON; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas has as a function of city government an obligation to provide appropriate services for the citizens in our community including those who have suffered the loss of a limb; and

WHEREAS, the Amputees Beyond Life's Expectations, Inc. is a non-profit corporation which has provided services in the form of training, instruction and support for people with prosthetic devices; and

WHEREAS, the City of Benton desires to enter into a program agreement with the Amputees Beyond Life's Expectations, Inc. for providing these types of services to the citizens of Benton for the program year 2019 through 2020.

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

SECTION 1: The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, the Program Agreement with the Amputees Beyond Life's Expectations, Inc. The contract is attached hereto as Exhibit "1" and is incorporated now by reference as if stated word for word.

PASSED AND APPROVED this the _____ day of October, 2019.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Benton Parks and Recreation Department

2019-2020 Program Agreement

This agreement made and entered into on _____, 2019 by and between the CITY OF BENTON PARKS AND RECREATION DEPARTMENT, doing business at 1800 Citizens Drive, Benton, Arkansas (hereinafter called "THE CITY"), and , Amputees Beyond Life's Expectations, Inc. doing business at P.O. Box 250233, Little Rock, Arkansas (hereinafter called "ABLE").

WITNESSETH

WHEREAS, THE CITY maintains property at the Riverside Park in Benton, Arkansas; and

WHEREAS, the use of said property for the purpose of providing recreational facilities and to better service the citizens of Benton; and

WHEREAS, the City provides and maintains certain recreational facilities for programs and parks in Benton which it desires to be inclusive of those with disabilities; and

WHEREAS, ABLE assists people with disabilities, in particular those with prosthetic devices, with various programs and educational opportunities; and

WHEREAS, the parties desire to enter into this agreement for the purposes of providing programs to the public which will be inclusive of people with disabilities, in particular those with prosthetic devices.

NOW, THEREFORE, in consideration of mutual covenants and promises set forth herein, the parties agree as follows:

THE CITY agrees to grant non-exclusive use of designated areas at Riverside Park between November 1, 2019 and October 31, 2020 to ABLE as more fully stated herein.

The general terms and conditions of this program agreement shall be as follows, to-wit:

1. ABLE will operate the Program in accordance with nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.
2. It is further agreed that Program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.
3. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to usage of the parks and facilities.
4. It is understood that THE CITY will not be liable for any injuries incurred by Program participants who are participating in activities on or in THE CITY facility. ABLE shall indemnify and hold THE CITY, the City of Benton, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by ABLE, its agents, employees, or Program participants.
5. It is agreed that the named facility, area, or property may not be assigned, subleased, rented, reserved or loaned to any other group, business, individual, or entity by ABLE without prior approval by THE CITY.

6. No alterations, changes, or modifications to change the intended use may be made to facilities by ABLE, without first receiving written approval from THE CITY. The ABLE must submit a detailed request in writing to THE CITY'S Park Department making the approval request.
7. ABLE will be granted use of facilities for providing programs and educational opportunities to benefit people with disabilities, in particular those with prosthetic devices which THE CITY deems to be a benefit to the public. Facility locations, dates and times will be in the complete discretion of THE CITY.
8. ABLE will control all litter by picking up litter its Program creates after each time the facility is used. The litter must be placed in the proper receptacle by ABLE.
9. ABLE will provide proper insurance for the programs it will be operating on city property. Proof of insurance must be attached to this program agreement before regular season starts. ABLE understands that their program participants and it are in no way covered by insurance by THE CITY.
10. The term of this agreement shall be one (1) year during the term stated above.
11. This Program Agreement shall automatically be renewed for like terms for successive one (1) year periods unless this agreement is terminated by either party. Termination may take place at any time during the contract term or any renewal thereof with thirty (30) days-notice to the other party.
12. The party electing to terminate this Program Agreement shall do so in writing.
13. THE CITY or ABLE may amend this Program Agreement by the mutual written assent of both parties.
14. Both parties understand that THE CITY is subject to the Arkansas Freedom of Information Act as may be amended from time to time, and documents in the possession of THE CITY which pertain to this Program Agreement may be disclosed to members of the public in accordance with the statute.
15. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any ABLE's employees, shall have no authority over ABLE's personnel decisions, or the day-to-day conduct of the services and programs provided to the youth.
16. It is agreed that THE CITY has no financial interest in the business of ABLE and shall not be liable for any debts or obligations incurred by ABLE, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the ABLE, or profits earned or derived by the ABLE, nor shall ABLE at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.
17. ABLE, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that ABLE is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by ABLE shall be wholly responsible therefore.
18. This Program Agreement is not intended to in any way constitute a lease of the facilities to ABLE.
19. Any notices required herein to be made shall be made by United States Certified Mail at the addresses listed above.

If this agreement is amended, it will be written, signed by both parties stated and attached to this original agreement.

IN WITNESS, WHEREOF the parties hereto have caused this agreement to be executed in their behalf on ABLE; and supersede any and/or all previous agreements, contracts, or leases.

City of Benton

Parks and Recreation

ABLE Authorized Agent,

Dated this ____ day of _____, 2019.

ORDINANCE NO. 80 of 2019

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF PUBLIC UTILITY REFUNDING REVENUE BONDS TO REFUND OUTSTANDING BONDS; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; PRESCRIBING OTHER MATTERS RELATING THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Benton, Arkansas (the "City") owns electric, water and sewer facilities as a public utility system (the "System"), which is operated by the Benton Public Utility Commission (the "Commission"); and

WHEREAS, in order to achieve debt service savings, the City Council has determined that the City's Public Utility Refunding and Improvement Revenue Bonds, Series 2012 (the "2012 Bonds") that mature on and after September 1, 2023 (the "Bonds to be Refunded") should be refunded; and

WHEREAS, the 2012 Bonds were authorized by Ordinance No. 13 of 2012, adopted on March 12, 2012, as supplemented by Ordinance No. 15 of 2012, adopted on March 26, 2012 (collectively, the "2012 Ordinance"); and

WHEREAS, the refunding of the Bonds to be Refunded can be accomplished by the issuance of Public Utility Refunding Revenue Bonds, Taxable Series 2019 in the maximum principal amount of \$15,025,000 (the "bonds"); and

WHEREAS, the City is making arrangements for the sale of the bonds to Stephens Inc. (the "Purchaser") pursuant to a Bond Purchase Agreement (the "Purchase Agreement") which has been presented to and is before this meeting; and

WHEREAS, the Continuing Disclosure Agreement between the City and U.S. Bank National Association, as Dissemination Agent (the "Disclosure Agreement"), providing for the ongoing disclosure obligations of the City with respect to the bonds, has been presented to and is before this meeting; and

WHEREAS, the Preliminary Official Statement, dated November 13, 2019, offering the bonds for sale (the "Preliminary Official Statement") has been presented to and is before this meeting; and

WHEREAS, the City has retired, on September 1, 1999, an issue of Public Utility Refunding Revenue Bonds, Series 1993 (the "1993 Bonds") authorized by Ordinance No. 10 of 1993, adopted on May 24, 1993 (the "1993 Ordinance"); and

WHEREAS, the City has outstanding a Public Utility Revenue Bond, dated March 6, 2009 (the "Subordinate Bond") authorized by Ordinance No. 1 of 2009, adopted on January 12, 2009 (the "2009 Ordinance"); and

WHEREAS, the City has outstanding its Public Utility Refunding Revenue Bonds, Series 2015 (the "2015 Bonds") authorized by Ordinance No. 30 of 2015, adopted on June 8, 2015 (the "2015 Ordinance"); and

WHEREAS, the City has outstanding its Public Utility Revenue Bond, dated January 30, 2018 (the "2018 Bond") authorized by Ordinance No. 68 of 2017, adopted on December 18, 2017 (the "2018 Ordinance"); and

WHEREAS, the parity provisions of the 1993 Ordinance have been or will be met so that the bonds can be issued on a parity of security with the 2018 Bond, the 2015 Bonds and the 2012 Bonds that are not being refunded (collectively, the "Parity Bonds"); and

WHEREAS, the coverage test for securing the bonds with a pledge of revenues of the System senior to the pledge of System revenues in favor of the Subordinate Bond has been or will be met;

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

Section 1. The refunding of the Bonds to be Refunded, by use of the proceeds of the bonds and other available funds, is hereby authorized. The Bonds to be Refunded shall be redeemed in full on September 1, 2022. The Mayor and other officials of the City are hereby authorized to take, or cause to be taken, all action necessary to accomplish the refunding and to execute all required contracts.

Section 2. The Preliminary Official Statement, in substantially the form submitted to this meeting, is hereby approved and the use of the Preliminary Official Statement in connection with the sale of the bonds is hereby approved, and the Mayor is hereby authorized and directed, for and on behalf of the City, to execute the Preliminary Official Statement and the final Official Statement in the name of the City for use in connection with the sale of the bonds.

Section 3. The City Council hereby finds and declares that the period of usefulness of the System will be more than twenty (20) years, which is longer than the term of the bonds.

Section 4. The Purchase Agreement, in substantially the form submitted to this meeting, is approved and the bonds are authorized to be sold to the Purchaser at a purchase price which includes an underwriter's discount not greater than 0.825% of the principal amount of the bonds. The Mayor is authorized to execute and deliver the Purchase Agreement for and on behalf of the City and to take all action required on the part of the City to fulfill its obligations under the Purchase Agreement.

Section 5. The Disclosure Agreement, in substantially the form submitted to this meeting, is approved, and the Mayor is hereby authorized and directed to execute and deliver the Disclosure Agreement for and on behalf of the City. The Mayor and other City officials are

authorized and directed to take all action required on the part of the City to fulfill the City's obligations under the Disclosure Agreement.

Section 6. Under the authority of the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Arkansas Code"), Title 14, Chapter 235, Subchapter 2 of the Arkansas Code, Title 14, Chapter 164, Subchapter 4 of the Arkansas Code and Title 14, Chapter 203 of the Arkansas Code, and applicable decisions of the Supreme Court of the State, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), City of Benton, Arkansas Public Utility Refunding Revenue Bonds, Taxable Series 2019 are hereby authorized and ordered issued in the maximum principal amount of \$15,025,000 for the purpose of refunding the Bonds to be Refunded and paying expenses of issuing the bonds.

The bonds shall have a true interest cost (after taking into account original issue discount and premium but excluding underwriter's discount and costs of issuing the bonds) not greater than 3.75% and shall mature not later than September 1, 2036, which is the final maturity date of the Bonds to be Refunded. The interest rates and maturities of the bonds shall be established by an ordinance to be adopted by the City Council prior to the bonds being issued. The bonds shall be subject to redemption at the option of the City on a date not later than September 1, 2029.

The bonds shall be issuable only as fully registered bonds without coupons in the denomination of \$5,000 or any integral multiple thereof. Unless the City shall otherwise direct, the bonds shall be numbered from 1 upward in order of issuance. Each bond shall have a CUSIP number.

The bonds shall be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), which shall be considered to be the registered owner of the bonds for all purposes under this Ordinance, including, without limitation, payment by the City of principal of, redemption price, premium, if any, and interest on the bonds, and receipt of notices and exercise of rights of registered owners. There shall be one certificated, typewritten bond for each stated maturity date which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive the bonds in the form of physical securities or certificates. DTC and its participants shall be responsible for maintenance of records of the ownership of beneficial interests in the bonds by book-entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants, by book-entry, the City having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the bonds, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the bonds. The bonds as such shall not be transferable or exchangeable, except for transfer to another securities depository or to another nominee of a securities depository, without further action by the City.

If any securities depository determines not to continue to act as a securities depository for the bonds for use in a book-entry system, the City may establish a securities depository/ book-entry system relationship with another securities depository. If the City does

not or is unable to do so, or upon request of the beneficial owners of all outstanding bonds, the City and the Trustee (hereinafter identified), after the Trustee has made provision for notification of the beneficial owners by the then securities depository, shall permit withdrawal of the bonds from the securities depository, and authenticate and deliver bond certificates in fully registered form (in denominations of \$5,000 or integral multiples thereof) to the assigns of the securities depository or its nominee, all at the cost and expense (including costs of printing definitive bonds) of the City, if the City fails to maintain a securities depository/book-entry system, or of the beneficial owners, if they request termination of the system.

Prior to issuance of the bonds, the City shall have executed and delivered to DTC a written agreement (the "Representation Letter") setting forth (or incorporating therein by reference) certain undertakings and responsibilities of the City with respect to the bonds so long as the bonds or a portion thereof are registered in the name of Cede & Co. (or a substitute nominee) and held by DTC. Notwithstanding such execution and delivery of the Representation Letter, the terms thereof shall not in any way limit the provisions of this Section or in any other way impose upon the City any obligation whatsoever with respect to persons having interests in the bonds other than the registered owners, as shown on the registration books kept by the Trustee. The Trustee shall take all action necessary for all representations of the City in the Representation Letter with respect to the Trustee to at all times be complied with.

The authorized officers of the Trustee and the City shall do or perform such acts and execute all such certificates, documents and other instruments as they or any of them deem necessary or advisable to facilitate the efficient use of a securities depository for all or any portion of the bonds; provided that neither the Trustee nor the City may assume any obligations to such securities depository or beneficial owners of bonds that are inconsistent with their obligations to any registered owner under this Ordinance.

Each bond shall be dated the date of issuance and delivery to the Purchaser. Interest on the bonds shall be payable on March 1, 2020, and semiannually thereafter on March 1 and September 1 of each year. Payment of each installment of interest shall be made to the person in whose name the bond is registered on the registration books of the City maintained by U.S. Bank National Association, as Trustee and Paying Agent (the "Trustee"), at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of any such bond subsequent to such Record Date and prior to such interest payment date.

Each bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the dated date of the bonds, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication hereof interest is in default thereon, in which event it shall bear interest from the date to which interest has been paid.

Only such bonds as shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in Section 9 hereof (the "Certificate") duly executed by the Trustee shall be entitled to any right or benefit under this Ordinance. No bond shall be valid and obligatory for any purpose unless and until the Certificate shall have been duly executed by the Trustee, and the Certificate upon any such bond shall be conclusive evidence that such bond has been authenticated and delivered under this Ordinance. The Certificate on any bond shall be deemed to have been executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the Certificate on all of the bonds.

In case any bond shall become mutilated or be destroyed or lost, the City shall, if not then prohibited by law, cause to be executed and the Trustee may authenticate and deliver a new bond of like date, maturity, interest rate and tenor in exchange and substitution for and upon cancellation of such mutilated bond, or in lieu of and in substitution for such bond destroyed or lost, upon the owner paying the reasonable expenses and charges of the City and the Trustee in connection therewith, and, in the case of a bond destroyed or lost, his filing with the Trustee evidence satisfactory to it that such bond was destroyed or lost, and of his ownership thereof, and furnishing the City and the Trustee with indemnity satisfactory to them. The Trustee is hereby authorized to authenticate any such new bond. In the event any such bond shall have matured, instead of issuing a new bond, the City may pay the same without the surrender thereof. Upon the issuance of a new bond under this Section, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

The City shall cause books to be maintained for the registration and for the transfer of the bonds as provided herein and in the bonds. The Trustee shall act as the bond registrar. Each bond is transferable by the registered owner thereof or by his attorney duly authorized in writing at the principal corporate office of the Trustee. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount will be issued to the transferee in exchange therefor.

No charge shall be made to any owner of any bond for the privilege of transfer or exchange, but any owner of any bond requesting any such transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto. Except as otherwise provided in the immediately preceding sentence, the cost of preparing each new bond upon each exchange or transfer and any other expenses of the City or the Trustee incurred in connection therewith shall be paid by the City. The City shall not be required to transfer or exchange any bonds selected for redemption in whole or in part.

The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or premium, if any, or interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid.

In any case where the date of maturity of interest on or principal of the bonds or the date fixed for redemption of any bonds shall be a Saturday or Sunday or shall be in the State a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after the date of maturity or date fixed for redemption.

Section 7. The bonds shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk and shall have impressed or imprinted thereon the seal of the City. The bonds, together with interest thereon, are secured by and are payable solely from revenues derived from the System ("Revenues"), which are hereby pledged and mortgaged for the equal and ratable payment of the bonds. The pledge of Revenues is (a) on a parity with the pledge in favor of the Parity Bonds and (b) is senior to the pledge in favor of the Subordinate Bond. The bonds and interest thereon shall not constitute an indebtedness of the City within any constitutional or statutory limitation.

Section 8. The Mayor, and other officers of the City in accordance with their offices, are authorized to execute such writings and take such action as may be appropriate to cause the bonds to be issued.

Section 9. The bonds and the Certificate shall be in substantially the following form and the Mayor and City Clerk are hereby expressly authorized and directed to make all recitals contained therein:

(Form of Bond)

REGISTERED

REGISTERED

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF ARKANSAS
COUNTY OF SALINE
CITY OF BENTON
PUBLIC UTILITY REFUNDING
REVENUE BOND,
TAXABLE SERIES 2019

Interest Rate: _____%

Maturity Date: September 1, _____

Dated Date: _____, 2019

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

CUSIP No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That the City of Benton, County of Saline, State of Arkansas (the "City"), for value received, hereby promises to pay, but solely from the source as hereinafter provided and not otherwise, to the Registered Owner shown above upon the presentation and surrender hereof at the principal corporate office of U.S. Bank National Association, or its successor or successors, as Trustee and Paying Agent (the "Trustee"), on the Maturity Date shown above, the Principal Amount shown above, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and to pay by check or draft interest thereon, but solely from the source as hereinafter provided and not otherwise, in like coin or currency from the interest commencement date specified below at the Interest Rate per annum shown above, payable March 1, 2020 and semiannually thereafter on March 1 and September 1 of each year, until payment of such Principal Amount or, if this bond or a portion hereof shall be duly called for redemption, until the date fixed for redemption, and to pay interest on overdue principal and interest (to the extent legally enforceable) at the rate borne by this bond. Payment of each installment of interest shall be made to the person in whose name this bond is registered on the registration books of the City maintained by the Trustee at the close of business on the fifteenth day of the month (whether or not a business day) next preceding each interest payment date (the "Record Date"), irrespective of any transfer or exchange of this bond subsequent to such Record Date and prior to such interest payment date.

This bond shall bear interest from the payment date next preceding the date on which it is authenticated unless it is authenticated on an interest payment date, in which event it shall bear interest from such date, or unless it is authenticated prior to the first interest payment date, in which event it shall bear interest from the Dated Date shown above, or unless it is authenticated during the period from the Record Date to the next interest payment date, in which case it shall bear interest from such interest payment date, or unless at the time of authentication hereof interest is in default hereon, in which event it shall bear interest from the date to which interest has been paid.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Trustee for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This bond is one of an issue of City of Benton, Arkansas Public Utility Refunding Revenue Bonds, Series 2019, aggregating _____ Dollars (\$ _____) in principal amount (the "bonds"), and is issued for the purpose of financing all or a portion of the costs of refunding the City's Public Utility Refunding and Improvement Revenue Bonds, Series 2012 (the "2012 Bonds") maturing on and after September 1, 2023, paying necessary expenses incidental thereto and to the authorization and issuance of the bonds.

The bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Arkansas (the "State"), including particularly Title 14, Chapter 234, Subchapter 2 of the Arkansas Code of 1987 Annotated (the "Code"), Title 14, Chapter 203 of the Code, Title 14, Chapter 164, Subchapter 4 of the Code and Title 14, Chapter 235, Subchapter 2 of the Code and applicable decisions of the Supreme Court of Arkansas, including particularly City of Harrison v. Braswell, 209 Ark. 1094, 194 S.W.2d 12 (1946), and pursuant to Ordinance No. 10 of 1993 of the City, duly adopted on May 24, 1993 and Ordinance No. _____, duly adopted on _____, 2019 (collectively, the "Authorizing Ordinance"), and do not constitute an indebtedness of the City within any constitutional or statutory limitation. The bonds are not general obligations of the City, but are special obligations payable solely from the revenues derived from the operation of the City's water, sewer and electric facilities as a public utility system (the "System"). In this regard, the pledge in favor of the bonds is senior to the pledge in favor of the City's Public Utility Refunding Revenue Bond, dated March 6, 2009, and is on a parity of security with the 2012 Bonds that are not being refunded, the City's Public Utility Refunding Revenue Bonds, Series 2015 and the City's Public Utility Revenue Bond, dated January 30, 2018 (collectively, the "Parity Bonds"). An amount of System revenues sufficient to pay the principal of and interest on the bonds and the Parity Bonds has been duly pledged and set aside into the 1993 Public Utility Revenue Bond Fund created by the Authorizing Ordinance. Reference is hereby made to the Authorizing Ordinance for a detailed statement of the terms and conditions upon which the bonds are issued, of the nature and extent of the security for the bonds, and the rights and obligations of the City, the Trustee and the owners of the bonds.

The bonds shall be subject to optional and mandatory sinking fund redemption as follows:

1. The bonds are subject to redemption at the option of the City from funds from any source, in whole or in part at any time on and after _____ 1, 202__, at a redemption price equal to the principal amount being redeemed plus accrued interest to the redemption date. If fewer than all of the bonds shall be called for redemption, the particular maturities of the bonds to be redeemed shall be selected by the City in its discretion. If fewer than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portion thereof to be redeemed from such maturity shall be selected by lot by the Trustee.

2. To the extent not previously redeemed, the bonds maturing on September 1 in the years _____ and _____ are subject to mandatory sinking fund redemption by lot in such manner as the Trustee shall determine, on September 1 in the years and in the amounts set forth below, at a redemption price equal to the principal amount being redeemed plus accrued interest to the date of redemption:

Bonds Maturing September 1, _____

Year
(September 1)

Principal
Amount

Bonds Maturing September 1, _____

Year
(September 1)

Principal
Amount

The provisions for mandatory sinking fund redemption of the bonds are subject to the provisions of the Authorizing Ordinance which permit the City to receive credit for bonds previously redeemed or for bonds acquired by the City and surrendered to the Trustee.

In case any outstanding bond is in a denomination greater than \$5,000, each \$5,000 of face value of such bond shall be treated as a separate bond of the denomination of \$5,000.

Notice of redemption identifying the bonds or portions thereof (which shall be \$5,000 or a multiple thereof) to be redeemed shall be given by the Trustee, not less than 30 nor more than 60 days prior to the date fixed for redemption, by mailing a copy of the redemption notice by first class mail, postage prepaid, or by sending a copy of the redemption notice via other standard means, including electronic or facsimile communication, to all registered owners of bonds to be redeemed. Failure to mail an appropriate notice or any such notice to one or more registered owners of bonds to be redeemed shall not affect the validity of the proceedings for redemption of other bonds as to which notice of redemption is duly given in proper and timely fashion. All such bonds or portions thereof thus called for redemption and for the retirement of which funds are duly provided in accordance with the Authorizing Ordinance prior to the date fixed for redemption will cease to bear interest on such redemption date.

This bond is transferable by the registered owner hereof in person or by his attorney-in-fact duly authorized in writing at the principal corporate office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, and upon surrender and cancellation of this bond. Upon such transfer a new fully registered bond or bonds of the same maturity, of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in

exchange therefor. This bond is issued with the intent that the laws of the State shall govern its construction.

The City and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary.

The bonds are issuable only as fully registered bonds in the denomination of \$5,000, and any integral multiple thereof. Subject to the limitations and upon payment of the charges provided in the Authorizing Ordinance, fully registered bonds may be exchanged for a like aggregate principal amount of fully registered bonds of the same maturity of other authorized denominations.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds do exist, have happened and have been performed in due time, form and manner as required by law; that the indebtedness represented by the bonds, together with all obligations of the City, does not exceed any constitutional or statutory limitation; and that the above referred to revenues pledged to the payment of the principal of and premium, if any, and interest on the bonds as the same become due and payable will be sufficient in amount for that purpose.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Authorizing Ordinance until the Certificate of Authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Benton, Arkansas has caused this bond to be executed by its Mayor and City Clerk and its corporate seal to be impressed or imprinted on this bond, all as of the Dated Date shown above.

CITY OF BENTON, ARKANSAS

ATTEST:

By _____
Mayor

City Clerk

(SEAL)

(Form of Trustee's Certificate)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds designated Series 2019 in and issued under the provisions of the within mentioned Authorizing Ordinance.

Date of Authentication: _____

U.S. BANK NATIONAL ASSOCIATION
TRUSTEE

By _____
Authorized Signature

(A Form of Assignment shall be attached to the bonds.)

Section 10. Since the bonds are being issued on a parity of security with the Parity Bonds, the bonds are to have the benefit of and are to be governed by the 1993 Ordinance and all of the provisions of the 1993 Ordinance (including those incorporated therein by reference from Ordinance No. 8 of 1988), except those provisions clearly inconsistent herewith or inapplicable hereto, including, without limitation, the provisions pertaining to the operation of the System as a revenue producing undertaking, the collection, depositing, securing, investing, disbursing and handling of Revenues and funds, the parity bond requirements for the 1993 Bonds, and the operation, maintenance, insurance and care of the System, are hereby made applicable hereto and are incorporated herein by reference as though fully set forth at this point. The effect of the above covenant shall be to continue the applicable provisions in full force and effect, even though the 1993 Bonds have been retired, until the bonds are paid, or provision made therefor. In this regard, the following funds created by or incorporated into the 1993 Ordinance are hereby confirmed and continued for the benefit of the bonds: Public Utilities Fund; Public Utilities Operation and Maintenance Fund (the "Operation and Maintenance Fund"); 1993 Public Utility Revenue Bond Fund (the "Bond Fund"); and Public Utilities Depreciation Fund (the "Depreciation Fund").

Section 11. The City has heretofore fixed water, electric and sewer rates by Ordinances of the City. Reference is hereby made to such Ordinances fixing the rates for the details thereof and other provisions pertaining thereto, which water, sewer and electric rates are hereby confirmed and continued.

The City covenants that the rates shall never be reduced while any of the bonds are outstanding unless there is obtained from an independent certified public accountant a certificate that the Net Revenues of the System ("Net Revenues" being defined as gross Revenues less the expenses of operation and maintenance of the System, including all expense items properly attributable to the operation and maintenance of the System under generally accepted government accounting standards applicable to municipal electric, water and sewer

facilities other than depreciation above the requirement to be funded in the Depreciation Fund, interest and amortization of deferred bond discount expenses), with the reduced rates, will always be equal to the amount required to be set aside for the Depreciation Fund and any debt service reserve for any outstanding bonds to which Revenues are pledged ("System Bonds") and leave a balance equal to at least 150% of the aggregate average annual principal and interest requirements on all outstanding System Bonds. The City further covenants that the rates shall, if and when necessary from time to time, be increased in such manner as will produce Net Revenues at least sufficient to make the required deposit into the Depreciation Fund, to pay principal, interest and trustee's and paying agent's fees when due in connection with System Bonds, and to otherwise comply with the provisions of this Ordinance and all ordinances authorizing System Bonds.

Section 12. (a) After making the required monthly deposits into the Depreciation Fund and the Operation and Maintenance Fund, there shall be paid from the Public Utilities Fund into the Bond Fund the sums in the amounts and at the times described below for the purpose of providing funds for the payment of the principal of and interest on the Parity Bonds and the bonds, as they mature, with Trustee's fees, and as a debt service reserve.

(b) There shall be paid into the Bond Fund on the first business day of each month, until all outstanding bonds and Parity Bonds, with interest thereon, have been paid in full or provision made for such payment, a sum equal to (a) the amounts required by the 2012 Ordinance, the 2015 Ordinance and the 2018 Ordinance (the "Parity Bond Payments"), plus (b) on the first business day of each month, the amounts computed as follows: (i) 1/6 of the next installment of interest on the bonds plus (ii) 1/12 of the next installment of principal of the bonds; provided, however, that payments into the Bond Fund shall be adjusted in order to make the first interest and first principal payment on the bonds, plus (iii) an amount sufficient to provide for the Trustee's fees (collectively, the "2019 Bond Payments").

The City shall maintain records reflecting the Bond Fund as constituted of four subaccounts, identified, respectively, as the "2019 Subaccount," the "2018 Subaccount," the "2015 Subaccount" and the "2012 Subaccount." The 2019 Subaccount shall hold the 2019 Bond Payments and the 2012 Subaccount, the 2015 Subaccount and the 2018 Subaccount shall hold the Parity Bond Payments as provided in the 2012 Ordinance, the 2015 Ordinance and the 2018 Ordinance. The allocation of the Bond Fund to the Parity Bonds and the bonds and the maintenance of records reflecting a 2019 Subaccount, a 2018 Subaccount, a 2015 Subaccount and a 2012 Subaccount shall not be interpreted to affect in any way the parity of security between the bonds and the Parity Bonds or owners thereof, and the Bond Fund shall secure each of them on a parity of pledge and security, without distinction or priority.

The City shall also pay into the Bond Fund such additional sums as necessary to provide for the fees and expenses (including reasonable legal fees) of the Trustee and the trustee and the paying agents for the Parity Bonds (the "Parity Trustees") plus any arbitrage rebate due to be paid to the United States Treasury under Section 148 of the Internal Revenue Code of 1986, as amended with respect to the Parity Bonds. The City shall receive a credit against monthly deposits into the Bond Fund from bond proceeds deposited therein, all interest earnings on moneys in the Bond Fund and for transfers into the Bond Fund derived from earnings on the Debt Service Reserve (hereinafter identified) during the preceding month.

(c) There has heretofore been hereby created, as a part of the Bond Fund, a Debt Service Reserve which shall be maintained by the City in an amount equal to one-half of the maximum annual principal and interest requirements on the Parity Bonds and the bonds (the "Required Level"). The Debt Service Reserve has been partially funded with cash and the balance with a debt service reserve insurance policy issued by the insurer identified in the 2015 Ordinance (the "Reserve Policy"). In the event the Debt Service Reserve should become impaired or be reduced below the Required Level, the City shall make additional monthly payments from the Public Utilities Fund until the impairment or reduction is corrected within a twelve month period. The Debt Service Reserve shall secure the bonds and the Parity Bonds on a parity of pledge and security, without distinction or priority.

(d) If for any reason there shall be a deficiency in the payments made into the Bond Fund so that there are unavailable sufficient moneys therein to pay the principal of and interest on the bonds and the Parity Bonds as the same become due, any sums then held in the Debt Service Reserve shall be used to the extent necessary to pay such principal and interest. However, all cash then held in the Debt Service Reserve shall be withdrawn completely before any demand is made under the Reserve Policy. All cash withdrawn from the Debt Service Reserve shall be reimbursed before any moneys in the Public Utilities Fund shall be used for any other purpose other than the making of payments required to be made into the Depreciation Fund, the Operation and Maintenance Fund, the Bond Fund and the Subordinate Bond Fund hereinafter identified. Policy Costs (defined in the 2015 Ordinance) shall be paid to the provider of the Reserve Policy prior to the replenishment of any cash amount to the Debt Service Reserve. The Debt Service Reserve shall be used solely as herein described, but the moneys therein may be invested as set forth below. Any earnings on moneys in the Debt Service Reserve which increase the amount therein above the Required Level shall be transferred into the various subaccounts of the Bond Fund on a pro rata basis. Notwithstanding anything to the contrary in this Ordinance, moneys in the Debt Service Reserve shall be applied solely to the payment of debt service on the bonds, the Parity Bonds and any additional parity bonds.

(e) It shall be the duty of the Treasurer of the City to cause to be withdrawn from the Bond Fund at least five (5) business days before the due date of any principal and/or interest on any bond or Parity Bond, at maturity or redemption prior to maturity, and deposited with the appropriate trustee or paying agent (the Trustee in connection with the bonds) at least two (2) business days prior to the due date, an amount equal to the amount of such bond or Parity Bond and interest due thereon for the sole purpose of paying the same, together with the fees of the Trustees and the Parity Trustees. When the moneys held in the Bond Fund shall be and remain sufficient to pay the principal of and interest on all bonds and Parity Bonds then outstanding, the Trustee's and the Parity Trustees' fees and expenses and any arbitrage rebate due, the Treasurer of the City shall not be obligated to make any further payments into the Bond Fund.

(f) All moneys in the Bond Fund shall be used solely for the purpose of paying the principal of, premium, if any, and interest on the bonds and the Parity Bonds when due, except as herein, in the 1993 Ordinance, in the 2012 Ordinance, in the 2015 Ordinance and in the 2018 Ordinance specifically provided.

(g) The bonds shall be specifically secured by a pledge of all Revenues on a parity of security with the Parity Bonds. This pledge in favor of the bonds is hereby irrevocably made according to the terms of this Ordinance, and the City and its officers and employees shall execute, perform and carry out the terms hereof in strict conformity with the provisions of this Ordinance.

Section 13. After making the monthly payments into the Depreciation Fund, the Operation and Maintenance Fund and the Bond Fund, there shall be paid from the Public Utilities Fund into a fund heretofore created by the 2009 Ordinance and designated "2009 Public Utility Revenue Bond Fund" (the "Subordinate Bond Fund") on the first business day of each month an amount sufficient to pay the principal of and interest on the Subordinate Bond when due in accordance with the 2009 Ordinance.

Section 14. Any surplus in the Public Utilities Fund, after making all required disbursements and making full provision for the funds herein described shall be used for the payment of any amounts owed the insurers of the System Bonds, and may be used, at the option of the City, for any lawful municipal purpose authorized by the City.

Section 15. So long as any of the bonds are outstanding, the City shall not issue or attempt to issue any bonds claimed to be entitled to a priority of lien on Revenues over the lien securing the bonds. The City reserves the right to issue additional bonds to finance or pay the cost of constructing any future extensions, betterments or improvements to the System or to refund System Bonds, but the City shall not authorize or issue any such additional bonds ranking on a parity with the bonds unless and until the parity bond test set forth in Section 9 of the 1993 Ordinance is met.

Section 16. The bonds shall be subject to redemption prior to maturity in accordance with the terms set out in the bond form. The City covenants and agrees to cause to be paid into the Bond Fund sufficient funds to redeem the bonds in the amounts and on the dates set forth in the bonds. Therefore, in calculating the monthly payments to be deposited into the Bond Fund, the term "next installment of principal" shall include the principal of the bonds maturing on the next principal payment date and the principal of the bonds which will be redeemed in accordance with the mandatory sinking fund redemption provisions of the bonds on the next interest payment date scheduled for such redemption.

The City may acquire bonds by purchase at a price not in excess of par plus accrued interest, inclusive of brokerage fees, and surrender to the Trustee any bonds so acquired, in exchange for which the City shall receive a credit under this Ordinance in an amount equal to the principal amount of the bonds so acquired and surrendered, for and of the then next date for mandatory sinking fund redemption of bonds of the same maturity.

Section 17. The insurance policies required by Section 11 of the 1993 Ordinance are to carry a clause making them payable to the Trustee as its interest may appear, and satisfactory evidence of said insurance shall be filed with the Trustee.

Section 18. Any bond shall be deemed to be paid within the meaning of this Ordinance when payment of the principal of and interest on such bond (whether at maturity or

upon redemption as provided herein, or otherwise), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (1) cash sufficient to make such payment and/or (2) noncancellable direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America ("Investment Securities") maturing as to principal and interest in such amounts and at such times as will provide sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee shall have been paid or the payment thereof provided for to the satisfaction of the Trustee.

On the payment of any bonds within the meaning of this Ordinance, the Trustee shall hold in trust, for the benefit of the owners of such bonds, all such moneys and/or Investment Securities.

When all the bonds shall have been paid within the meaning of this Ordinance and if the Trustee has been paid its fees and expenses, the Trustee shall take all appropriate action to cause (i) the pledge and lien of this Ordinance to be discharged and cancelled, and (ii) all moneys held by it pursuant to this Ordinance and which are not required for the payment of such bonds to be paid over or delivered to or at the direction of the City. In determining the sufficiency of the deposit of Investment Securities there shall be considered the principal amount of such Investment Securities and interest to be earned thereon until the maturity of such Investment Securities.

Section 19. (a) If there be any default in the payment of the principal of or interest on any of the bonds, or if the City defaults in any Bond Fund requirement or in the performance of any of the other covenants contained in this Ordinance, the Trustee may, and upon the written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall, by proper suit, compel the performance of the duties of the officials of the City under the laws of the State. And in the case of a default in the payment of the principal of and interest on any of the bonds, the Trustee may and upon written request of the registered owners of not less than 10% in principal amount of the then outstanding bonds, shall apply in a proper action to a court of competent jurisdiction for the appointment of a receiver to administer the System on behalf of the City and the registered owners of the bonds with power to charge and collect (or by mandatory injunction or otherwise to cause to be charged and collected) rates sufficient to provide for the payment of the expenses of operation, maintenance and repair and to pay any bonds and interest outstanding and to apply Revenues in conformity with the laws of the State and with this Ordinance. When all defaults in principal and interest payments have been cured, the custody and operation of the System shall revert to the City.

(b) No registered owner of any of the outstanding bonds shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the protection or enforcement of any power or right unless such owner previously shall have given to the Trustee written notice of the default on account of which such suit, action or proceeding is to be taken, and unless the registered owners of not less than 10% in principal amount of the bonds then outstanding shall have made written request of the Trustee after the right to exercise such power or right of action, as the case may be, shall have accrued, and shall have afforded the

Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee, or to institute such action, suit or proceeding in its name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of any remedy. No one or more registered owners of the bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right thereunder except in the manner herein described. All proceedings at law or in equity shall be instituted, had and maintained in the manner herein described and for the benefit of all registered owners of the outstanding bonds.

(c) No remedy conferred upon or reserved to the Trustee or the registered owners of the bonds is intended to be exclusive of any other remedy or remedies, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Ordinance or by law.

(d) The Trustee may, and upon the written request of the registered owners of not less than 50% in principal amount of the bonds then outstanding shall, waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted under the provisions of this Ordinance or before the completion of the enforcement of any other remedy, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

(e) All rights of action under this Ordinance or under any of the bonds enforceable by the Trustee, may be enforced by it without the possession of any of the bonds, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the registered owners of such bonds, subject to the provisions of this Ordinance.

(f) No delay or omission of the Trustee or of any registered owners of the bonds to exercise any right or power accrued upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Ordinance to the Trustee and to the registered owners of the bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(g) In any proceeding to enforce the provisions of this Ordinance any plaintiff bondholder shall be entitled to recover from the City all costs of such proceeding, including reasonable attorneys' fees.

Section 20. (a) The terms of this Ordinance shall constitute a contract between the City and the registered owners of the bonds. No variation or change in the undertaking herein set forth shall be made while any of the bonds are outstanding, except as hereinafter set forth in subsections (b) and (c).

(b) The Trustee may consent to any variation or change in this Ordinance to cure any ambiguity, defect or omission in this Ordinance or any amendment hereto, or any other change which in the opinion of the Trustee is not materially adverse to the interests of the owners of the bonds, without the consent of the owners of the outstanding bonds.

(c) The owners of not less than 75% in aggregate principal amount of the bonds then outstanding shall have the right, from time to time, anything contained in this Ordinance to the contrary notwithstanding, to consent to and approve the adoption by the City of such ordinance supplemental hereto as shall be necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Ordinance or in any supplemental ordinance; provided, however, that nothing contained in this Section shall permit or be construed as permitting (a) an extension of the maturity of the principal of or the interest on any bond, or (b) a reduction in the principal amount of any bond or the rate of interest thereon, or (c) the creation of a lien or pledge superior to the lien and pledge created by this Ordinance, or (d) a privilege or priority of any bond or bonds over any other bond or bonds, or (e) a reduction in the aggregate principal amount of the bonds required for consent to such supplemental ordinance.

Section 21. When the bonds have been executed, they shall be authenticated by the Trustee and the Trustee shall deliver the bonds to or at the direction of the Purchaser upon payment of the Purchase Price. The expenses of issuing the bonds as set forth in the delivery instructions to the Trustee signed by the Mayor and City Clerk (the "Delivery Instructions") shall be paid from the Purchase Price. The Trustee shall pay the amount necessary from the Purchase Price to accomplish the refunding of the Bonds to be Refunded to the trustee for the Bonds to be Refunded as set forth in the Delivery Instructions. The remainder of the Purchase Price, if any, shall be deposited into a special account in the name of the City at the Trustee designated "Public Utility Revenue Bond Cost of Issuance Fund, Series 2019" (the "COI Fund"). The moneys in the COI Fund shall be disbursed solely in payment of the expenses of issuing the bonds and accomplishing the refunding. Disbursements from the COI Fund shall be on the basis of the Delivery Instructions or requisitions which shall contain at least the following information: the person to whom payment is being made; the amount of the payment; and the purpose by general classification of the payment. Each requisition must be signed by the Mayor.

In the event that moneys remain in the COI Fund on January 31, 2020, the Trustee shall transfer the balance to the City for deposit into the 2019 Subaccount in the Bond Fund.

Section 22. The Trustee shall only be responsible for the exercise of good faith and reasonable prudence in the execution of its trust. The recitals in this Ordinance and in the face of the bonds are the recitals of the City and not of the Trustee. The Trustee shall not be required to take any action as Trustee unless it shall have been requested to do so in writing by the Insurer or the registered owners of not less than 10% in principal amount of the bonds then outstanding and shall have been offered reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby. The Trustee may resign at any time by sixty (60) days' notice in writing to the City Clerk and to the registered owners of the bonds, and the majority in value of the registered owners of the outstanding bonds, or the City, so long as the City is not in default under this Ordinance at any time, with or without cause, may remove the Trustee. In the event of a vacancy in the office of Trustee, either by resignation or by

removal, the City shall forthwith designate a new Trustee by a written instrument filed in the office of the City Clerk. Every successor Trustee shall be a trust company or bank in good standing; duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000 and acceptable to the Insurer. The original Trustee and any successor Trustee shall file a written acceptance and agreement to execute the trust imposed upon it or them by this Ordinance, but only upon the terms and conditions set forth in this Ordinance and subject to the provisions of this Ordinance, to all of which the respective registered owners of the bonds agree. Such written acceptance shall be filed with the City Clerk and a copy thereof shall be placed in the bond transcript. Any successor Trustee shall have all the powers herein granted to the original Trustee. Notwithstanding the above, neither the removal of the Trustee nor the resignation by the Trustee shall be effective until a successor Trustee shall have been appointed.

Section 23. There shall be a statutory mortgage lien upon the water facilities which are part of the System (including all extensions, improvements and betterments now or hereafter existing) which shall exist in favor of the Trustee and the owners of the bonds and the Parity Bonds, and each of them, and such water facilities shall remain subject to such statutory mortgage lien until payment in full of the interest and principal of the bonds and the Parity Bonds, provided however, that such statutory mortgage lien shall be interpreted according to the decision of the Supreme Court of the State in City of Harrison v. Braswell, supra.

Section 24. The City agrees to deliver the financial statements required by Section 20 of the 1993 Ordinance to the Trustee and to the registered owners of the bonds requesting the same in writing.

Section 25. (a) Moneys held for the credit of the Bond Fund shall be continuously invested and reinvested pursuant to the direction of the City in Permitted Investments defined in (e) below (excluding Municipal Bonds (as hereinafter defined) and provided the Collateral Securities (as hereinafter defined) shall be limited to Government Securities (as hereinafter defined)), all of which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, as follows: not later than the payment date for interest or principal and interest for moneys in the debt service portion of the Bond Fund; and not later than seven (7) years or the final maturity of the bonds, whichever is earlier, for moneys in the Debt Service Reserve.

(b) Moneys held for the credit of the COI Fund may be invested and reinvested at the direction of the City in Permitted Investments as defined in (e) below, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such holder, not later than the date or dates when such money will be required for the purposes intended.

(c) Moneys held for the credit of any other fund shall be continuously invested and reinvested pursuant to the direction of the City in Permitted Investments as defined in (e) below or other investments as may, from time to time, be permitted by law, which shall mature, or which shall be subject to redemption by the holder thereof, at the option of such

holder, not later than the date or dates when the moneys held for the credit of the particular fund will be required for purposes intended.

(d) Obligations so purchased as an investment of moneys in any fund shall be deemed at all times to be a part of such fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investment shall be charged to such fund.

(e) "Permitted Investments" are defined to mean

(i) direct obligations of the United States of America (including any such securities issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America ("Government Securities") or (ii) in demand deposits or certificates of deposit of banks, including the Trustee, which are insured by the Federal Deposit Insurance Corporation (the "FDIC"), or, if in excess of insurance coverage, collateralized by Collateral Securities held by a third party and in which Collateral Securities the City has a perfected security interest, or (iii) savings accounts, deposit accounts or money market deposits in banks, including the Trustee, which are fully insured by the FDIC, or (iv) municipal obligations rated "Aaa/AAA" or general obligations of the State with a rating of at least "A2/A" or higher by both Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services ("S&P") that are eligible investments for public funds under State law ("Municipal Bonds"), or (v) money market funds comprised exclusively of Government Securities and having a rating by S&P of "AAAm-G" or "AAAm."

(f) "Collateral Securities" include Government Securities, obligations of Export-Import Bank, Farm Credit System Financial Assistance Corporation, Rural Economic Community Development Administration, General Services Administration, U. S. Maritime Administration, Small Business Administration, Government National Mortgage Association, U. S. Department of Housing & Urban Development, Federal Housing Administration, Federal Financing Bank, senior debt obligations rated "Aaa" by Moody's and "AAA" by S&P issued by the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, obligations of the Resolution Funding Corporation, and senior debt obligations of the Federal Home Loan Bank System. All Collateral Securities shall be securities authorized by Arkansas law to secure public deposits.

Section 26. All moneys in the 2012 Subaccount in the Bond Fund that are allocated to the Bonds to be Refunded are hereby appropriated and shall be used as set forth in the Delivery Instructions for one or both of the following purposes: to accomplish the refunding of the Bonds to be Refunded and to pay a portion of the interest on the bonds first due by depositing such amount in the 2019 Subaccount in the Bond Fund.

Section 27. In the event the office of Mayor, City Clerk, City Treasurer, City Council or Commission shall be abolished, or any two or more of such offices shall be merged or consolidated, or in the event the duties of a particular office shall be transferred to another office or officer, or in the event of a vacancy in any such office by reason of death, resignation,

removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the City or otherwise, all powers conferred and all obligations and duties imposed upon such office or officer shall be performed by the office or officer succeeding to the principal functions thereof, or by the office or officer upon whom such powers, obligations and duties shall be imposed by law.

Section 28. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City, the Trustee and the registered owners of the bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee and the registered owners of the Bonds.

Section 29. The provisions of this Ordinance are hereby declared to be separable and if any provision shall for any reason be held illegal or invalid, such holding shall not affect the validity of the remainder of this Ordinance.

Section 30. It is understood and agreed that the Commission, acting for and on behalf of the City, has custody of and control over the System, operates, maintains and repairs the System and collects and handles Revenues. Therefore, it is understood and agreed that even though there are some express references to the Commission, all references herein to the City shall, when appropriate in view of the authority and responsibility of the Commission, be construed to mean and include the Commission. So long as the Commission operates the System for the City, performance by the Commission of any right or obligation of the City hereunder shall be deemed performance by the City. The Commission presently consists of Gary Ferrell, Doug Stracener, Charles Best, Jim Martin and Phil Miller.

Section 31. All ordinances and resolutions or parts thereof, in conflict herewith are hereby repealed to the extent of such conflict.

Section 32. It is hereby ascertained and declared that the refunding of the Bonds to be Refunded must be accomplished as soon as possible in order to lower the interest cost on obligations of the System. The refunding cannot be accomplished without the issuance of the bonds, and therefore, it is declared that an emergency exists and this Ordinance being necessary for the preservation of the public peace, health and safety shall be in force and take effect immediately upon and after its passage.

PASSED: _____, 2019.

APPROVED:

ATTEST:

Mayor

City Clerk

(SEAL)

CERTIFICATE

The undersigned, City Clerk of the City of Benton, Arkansas (the "City"), hereby certifies that the foregoing pages are a true and correct copy of Ordinance No. _____, adopted at a regular session of the City Council of the City, held at the regular meeting place of the City Council in the City at 7:00 p.m., on the _____ day of _____, 2019, and that said Ordinance is of record in the City's Ordinance Record Book, now in my possession.

GIVEN under my hand and seal this _____ day of _____, 2019.

City Clerk

(SEAL)