

BENTON CITY COUNCIL SPECIAL MEETING
August 2, 2021
6:00 PM
AGENDA

- | | | |
|--------------|--|------------------------------|
| I. | CALL TO ORDER | Mayor Tom Farmer |
| II. | INVOCATION | Council Member Brown |
| III. | PLEDGE OF ALLEGIANCE | Council Member Knight |
| IV. | ROLL CALL | City Clerk |
| V. | ORDINANCE NO. 47 OF 2021
AN ORDINANCE AMENDING USAGE RATES AT RIVERSIDE PARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES | |
| | RESOLUTION NO. 73 OF 2021
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE UNIVERSITY OF ARKANSAS AT LITTLE ROCK; AND FOR OTHER PURPOSES | |
| VIII. | Old Business | |
| IX. | Public Comments | |
| X. | Adjourn | |

ORDINANCE NO. 47 OF 2021

AN ORDINANCE AMENDING USAGE RATES AT RIVERSIDE PARK; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, in 2021, there have been several instances of violence at the River Center at Riverside Park involving individuals there on Daily Passes;

WHEREAS, the City Council of the City of Benton, Arkansas, has determined it is in the best interest of the City to discontinue the issuance of Daily, Monthly, or Visit based memberships to the River Center; and

WHEREAS, Daily, Monthly, or Visit based memberships to the River Center issued before 7:00 PM on August 2, 2021, shall not be affected.

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

SECTION 1: The City Council does hereby adopt the membership and usage rates, which are attached hereto collectively as Exhibit "1" to this ordinance. The fees collected from these rates shall be applied to the costs of maintaining and operating Riverside Park.

SECTION 2: The membership and usage rates in Exhibit "1" to this ordinance shall go into effect at 7:00 PM on August 2, 2021. All Daily, Monthly, or Visit based memberships to the River Center issued before 7:00 PM on August 2, 2021, shall remain in effect until expired.

SECTION 3: All members holding a valid and active membership will be entitled to bring guests at a cost of \$5.00 per Adult (18-59 yrs) and \$4.00 per Youth (3-17 yrs) or Senior (60 yrs +).

SECTION 4: All ordinances in conflict herewith are repealed to the extent of the conflict, but not otherwise.

SECTION 5: Should any word, phrase, or section of this ordinance be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the force and validity of the remaining portion of sections of this ordinance.

SECTION 6: Because the change in membership structure is needed to protect the safety of citizens, an emergency is hereby declared to exist, and this Ordinance, being necessary for the preservation of the public peace, health, and safety, shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the ____ day of August, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



EXHIBIT 1

Membership Rates

Membership	Annually	Monthly*
Adults (18-59 yrs)	\$180.00	\$15.00
Youth (3-17 yrs)	\$120.00	\$10.00
Seniors (60 yrs +)	\$120.00	\$10.00
Family	\$420.00	\$35.00

Military Discount Rates

Membership	Annually	Monthly*
Adults (18-59 yrs)	\$144.00	\$12.00
Youth (3-17 yrs)	\$96.00	\$8.00
Seniors (60 yrs +)	\$96.00	\$8.00
Family	\$336.00	\$28.00

* Annual membership with monthly drafted payments.

Military discount only available on memberships purchased on or after July 1, 2017. Military Membership discounts are limited to active and former U.S. Military, spouse, and children under 18 years old and younger living within their household. Military/Veteran ID must be present at time of membership purchase. A copy of the ID must be kept on file with Benton Parks & Recreation. This offer may not be combined with any other offer or promotion.

***All members holding a valid and active membership are entitled to bring guests at a cost of \$5.00 per Adult (18-59 yrs) and \$4.00 per Youth (3-17 yrs) or Senior (60 yrs +).

Day Pass Revenue

	Jan 1st - May 26th	May 27th-Aug 2nd	August 3rd-December 31st
2018	77,826.00	88,714.00	57,439.00
2019	83,291.00	80,449.00	60,039.00
2020	29,956.00	40.00	165.00
2021	36,839.00	67,437.00	

RESOLUTION NO. 73 OF 2021

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE UNIVERSITY OF ARKANSAS AT LITTLE ROCK; AND FOR OTHER PURPOSES

WHEREAS, in Resolution No. 66 of 2021, the City Council of the City of Benton, Arkansas, approved the purchase of the UALR property on River Street in the City and amended the budget to provide for the purchase; and

WHEREAS, the City desires to enter into a contract with UALR to complete that purchase.

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, Arkansas, a contract, and any other document necessary for the purchase of the UALR property on River Street in the City. 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 August, 2021.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



Real Estate Contract (Offer and Acceptance)

The Board of Trustees of the University of Arkansas ("Seller"), acting on behalf of the University of Arkansas at Little Rock, makes the following offer to the City of Benton, Arkansas ("Buyer"):

1. The University officer signing this offer is authorized to extend an offer to sell. However, only the Board of Trustees of the University of Arkansas holds the authority to convey real property. Accordingly, the Seller's obligation to sell the Property is conditioned upon approval of a resolution by the Board of Trustees of the University of Arkansas, confirming the Board's consent to conveyance of the Property and the terms of this contract.
2. The Benton officer signing this offer is authorized to accept the offer to sell. However, the Buyers's ability to purchase the Property is conditioned upon approval of a resolution by the Benton City Council, confirming the consent to the purchase of the Property and the terms of this contract.
3. Subject to and on the terms and conditions set forth herein, Seller offers to sell, and Buyer offers to buy, the following described property situated in Saline County, Arkansas (the "Property"):

See Exhibit "A"
4. At closing, the Buyer will pay the cash sum of four hundred twenty-five thousand and 00/100 (\$425,000.00) for the Property. Buyer and Seller shall divide equally the closing agent's fee. Seller will pay recording fees for any release deeds, and Buyer will pay the recording fee for the special warranty deed. Buyer will pay the cost of any revenue stamps. The parties

hereby authorize the closing agent to have prepared any release deeds, affidavits or other documents required to be executed by the parties at closing.

5. Conveyance shall be made to Buyer by special warranty deed, subject to recorded restrictions and easements which, in the Buyer's sole discretion, do not materially affect the merchantability of the Property or Buyer's intended use of the Property. Pursuant to Ark. Code Ann. § 22-6-113, Seller shall retain one-half (1/2) ownership interest in and to all the oil, gas, and other minerals in or under the Property. Seller shall also execute at closing an affidavit stating in substance that the Property is not subject to adverse possession claims and that no work or materials have been performed on the Property within one hundred and thirty (130) days of closing for which a lien might be asserted. Possession of Property shall be delivered to Buyer at closing.

6. Seller shall furnish Buyer, at Seller's cost, an owner's title insurance policy, in the amount of the purchase price, reflecting merchantable title and issued on terms and conditions satisfactory to Buyer's attorney. The title insurance policy shall be issued by a company that is both qualified to do business in the State of Arkansas and acceptable to Buyer. If objections are made to Seller's title, Seller shall have a reasonable time, not to exceed sixty (60) days from the date of Buyer's notification of such objections, to cure such defects to Buyer's satisfaction. If such defects are not cured within sixty (60) days, the Buyer may terminate this agreement or may, at its discretion, take the title subject to any such defects.

7. Any general taxes and special assessments incurred on the Property as of the closing date and thereafter shall be the responsibility of the Buyer.

8. Prior to closing, Buyer may obtain a boundary survey, at the cost of Buyer. If objections are made to any encroachment or other condition or defect disclosed by such boundary

survey ("boundary defect"), Seller shall have a reasonable time, not to exceed sixty (60) days from the date of Buyer's notification of such objections, to cure such boundary defect to Buyer's satisfaction. If such boundary defects are not cured within sixty (60) days, the Buyer may terminate this agreement or may, at its discretion, take the title subject to any such boundary defects.

9. Seller represents to Buyer that a portion of the Property is presently leased to the Buyer. Seller and the Buyer agree that, if not sooner terminated, such lease shall terminate at the date and time of the closing of the sale of the Property pursuant to this agreement

10. Seller represents to Buyer that Seller has full power and authority to execute this real estate contract and that there are no options, rights of first refusal or contracts, written or oral, for the sale of the Property or which otherwise would affect Seller's obligations hereunder.

11. The closing date shall be at a time and place established by the parties and is estimated to occur within thirty (30) days following the date the Board of Trustees of the University of Arkansas approves a resolution confirming this contract and the Benton City Council approves a resolution confirming this contract. The parties may extend the closing date beyond such time if necessary to complete title requirements, inspections or review and approvals.

12. All structures, improvements, fixtures and attached equipment, if any, are included in the purchase price.

13. Buyer will inspect the Property prior to closing and is not relying upon any warranties, representations or statements of Seller or Seller's agent, if any, as to the age or condition of the improvements.

14. Prior to closing, Buyer may inspect the Property for asbestos or other environmental hazards and is not relying upon any warranties, representations or statements of

Seller or Seller's agent, if any, as to any asbestos or environmental hazards. Buyer may obtain at its cost a Phase I environmental report performed by a licensed engineer or firm selected by Buyer.

15. For a period of five (5) years after the date of closing, Seller will use the Property only for public purposes. Thereafter Seller shall be free to use or dispose of the Property without restriction.

16. The risk of loss or damage to the Property by fire or other casualty occurring up to the time of closing is assumed by the Seller

17. The parties agree and represent to each other that no broker has been involved in this real estate contract and that no commission is or will be owed on the sale of the Property.

18. There are no agreements or representations, written or oral, with respect to the subject matter of this contract which are not contained herein. This real estate contract contains the entire agreement of the parties and may not be changed, modified or amended except by a written instrument signed by both parties.

19. Seller shall provide to Buyer any disclosure required by Governor's Executive Order 98-04.

20. Notices required by this agreement shall be, in writing, and shall be delivered via mail, personal delivery, or email, to the following:

If to the Seller:

University of Arkansas at Little Rock
ATTN: Christina S. Drale
2801 S. University Avenue
Little Rock, Arkansas 72204

With a Copy to:

Office of General Counsel

University of Arkansas System
2404 North University
Little Rock, Arkansas 72207

If to the Buyer:

Benton Municipal Complex
ATTN: Mayor Tom Farmer
114 S. East Street
Benton, Arkansas 72015

21. For purposes of executing this agreement, a scanned or facsimile signature shall be as effective as an actual signature.

22. This agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Board of Trustees of the University
of Arkansas, acting for the University of
Arkansas at Little Rock, Seller

By: _____
Christina S. Drale, Chancellor

Date: _____

The above is accepted on the ____ day of August, 2021.

City of Benton, Arkansas

By: _____
Tom Farmer, Mayor

Date: _____