BENTON CITY COUNCIL AGENDA January 24, 2022

IMMEDIATLEY FOLLOWING AGENDA MEETING

II.	INVOCATION	Chaplain Tamra Gore
III.	PLEDGE OF ALLEGIANCE	Council Member Reed
IV.	ROLL CALL	City Clerk
V.	APPROVAL OF MINUTES	December 20, 2021 Regular Meeting
]		MEETING AGENDA, AND ONDUCTING COUNCIL AND

VII. COMMITTEE REPORTS & MOTIONS

1. FINANCE COMMITTEE

Council Member Morrow

RESOLUTION NO. 2 OF 2022

A RESOLUTION AUTHORIZING THE CITY THE ENTER INTO A CONTRACT WITH BLACK, CORLEY, OWENS & HUGHES, PA FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY; AND FOR OTHER PURPOSES

RESOLUTION NO. 3 OF 2022

A RESOLUTION AUTHORIZING THE BENTON DISTRICT COURT TO DESTROY CERTAIN RECORDS PRIOR TO 2011; AND FOR OTHER PURPOSES

RESOLUTION NO. 4 OF 2022

A RESOLUTION DECLARING CERTAIN POLICE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

RESOLUTION NO. 5 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE SALINE COUNTY CAREER TECHNICAL CAMPUS FOR THE PLACEMENT OF ONE SCHOOL RESOURCE OFFICER WITHIN THE DISTRICT FOR A FOUR-YEAR PERIOD, BEGINNING WITH THE 2022-2023 SCHOOL YEAR; AND FOR OTHER PURPOSES

RESOLUTION NO. 6 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF LIEUTENANT LISA STUART TO THE CITIZENS OF BENTON AND AWARDING HER BADGE AND DUTY WEAPON IN RECOGNITION OF THOSE SERVICES: AND FOR OTHER PURPOSES

RESOLUTION NO. 7 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF DETECTIVE TEAGUE TO THE CITIZENS OF BENTON MICHAEL WEAPON BADGE AND DUTY IN HIM HIS AWARDING FOR OTHER RECOGNITION \mathbf{OF} THOSE SERVICES: AND **PURPOSES**

RESOLUTION NO. 8 OF 2022

A RESOLUTION DECLARING CERTAIN PARKS & RECREATION AND STREETS & DRAINAGE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

2. PARKS COMMITTEE

Council Member Hart

RESOLUTION NO. 9 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH MVP SPORTS PHOTOGRAPHY FOR PROVIDING PHOTOGRAPHY SERVICES TO THE CITY OF BENTON PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

RESOLUTION NO. 10 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH [PERRY'S ENTITY] FOR THE CONSTRUCTION OF A PARK IN [NEIGHBORHOOD]; AND FOR OTHER PURPOSES

RESOLUTION NO. 11 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PARKS AND RECREATION FOUNDATION OF ARKANSAS FOR THE DEVELOPMENT OF A MOUNTAIN BIKE TRAIL IN THE CITY OF BENTON; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES

3. COMMUNITY SERVICE/ ANIMAL CONTROL

Council Member Reed

ORDINANCE NO. 1 OF 2022

AN ORDINACE ESTABLISHING A PERMANENT/LIFETIME ANIMAL LICENSE FOR DOGS OR CATS LIVING IN THE CITY OF BENTON

RESOLUTION NO. 12 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 513 WEST ASHLEY STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 13 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 305 SOUTH MAIN STREET AS A RESULT

OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 14 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LCATED AT 823 RYAN STREETAS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 15 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 3319 SILICIA HEIGHTS ROAD AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 16 OF 2022

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 6521 GRAYSON DRIVE AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

ORDINANCE NO. 2 OF 2022

AN ORDINANCE TO ESTABLISH AND LAY OFF BENTON MUNICIPAL PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 131 (SEVERN LANDING AT HURRICANE LAKE), AND FOR OTHER PURPOSES

- 4. STREET & DRAINAGE COMMITTEE Council Member Hamm
- 5. PERSONNEL/HEALTH & SAFETY COMMITTEE

Council Member Donnor

6. PUBLIC UTILITIES COMMISSION Council Member Lee
ORDINANCE NO. 3 OF 2022
AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING
AND RATIFYING THE PURCHASE ALL NECESSARY EQUIPMENT
NEEDED FOR BENTON UTILITIES WATER PLANT TO REMOVE,
REPLACE OR REPAIR DETEIERATED PIPING AND ELBOWS ON #10, #11,
AND #12 EFFLUENT PIPING LOCATED IN THE WEST WING OF THE
BUILDING AND REMOVE, REPLACE OR REPAIR DETERIERATE
BACKWASH 90'S THROUGHOUT EAST FILTER BUILDING (FILTERS 1-6)
AND FILTERS 7-9 IN THE WEST FILTER BUILDING; DECLARING AN
EMERGENCY; AND, FOR OTHER PURPOSES

ORDINANCE NO. 4 OF 2022

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE OF ELECTRIC TRANSFORMERS FOR THE BENTON UTILITIES ELECTRIC DEPARMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

7. P&Z COMMISSION

Council Member Freeman

VIII. Old Business

IX. Public Comments

X. Elected Officials Service Recognition

XI. State of the City

XII. Adjourn

MINUTES OF THE BENTON CITY COUNCIL

Regular Session December 20, 2021 Benton Municipal Complex

The Benton City Council was called to order at 6:00 p.m.

The invocation was given by Bro. Sean Collins.

Council Member Freeman led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

Council Member Frank Baptist Council Member Robin Freeman Council Member Bill Donnor Council Member Shane Knight Council Member Jeff Hamm Tom Farmer, Mayor Council Member Steve Brown Council Member Evelyn Reed Council Member Jeff Morrow Council Member Steve Lee Baxter Drennon, City Attorney Cindy Stracener, City Clerk

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

Council Member Hamm made a motion to approve the November 22, 2021, council meeting minutes. Seconded by Council Member Lee. The Mayor called for a voice vote. All council members present voted in the affirmative. The minutes were approved with 9 affirmative votes and 1 absent.

Council Member Morrow made a motion to adopt Resolution 114 of 2021 – A Resolution Ratifying and Confirming the Appointment of Elgin Hamner as Commissioner to the Benton A&P Commission. Seconded by Council Member Reed. The resolution was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 114 of 2021 was adopted with 9 affirmative and 1 absent vote.

The next item on the agenda was committee reports and motions. Council Member Morrow was recognized for a report from the Finance Committee. Council Member Morrow made a motion to read and adopt Ordinance 79 of 2021—An Ordinance Permitting Brian Black to Conduct Business with the City of Benton and Prescribing the Extent of Such Authority; Declaring an Emergency; and For Other Purposes. Seconded by Council Member Brown. The ordinance was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee abstain, and Council Member Hamm yes. Ordinance 79 of 2021 was adopted with 8 affirmative votes, 1 abstained and 1 absent. Council Member Morrow 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 Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was adopted with 9 affirmative and 1 absent vote.

Council Member Morrow made a motion to read and adopt Resolution 115 of 2021 – A Resolution Authorizing the City to Enter into a Contract with Edafio Technologies, LLC for Providing IT Services to the City; and For Other Purposes. Seconded by Council Member Knight. The resolution was read. The Mayor asked for any comments or questions. None. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 115 of 2021 was adopted with 9 affirmative votes and 1 absent.

Council Member Morrow made a motion to read and adopt Resolution 116 of 2021 – A Resolution Authorizing the Partial Redemption of City of Benton, Arkansas Capital Improvement Refunding & Improvement Revenue Bonds, Series 2012 on March 1, 2022; and for Other Purposes. Seconded by Council Member Lee. The resolution was read. The Mayor asked for any questions or comments. The savings to the city will be \$135,213 and will reduce payments by 31 months. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 116 of 2021 was adopted with 9 affirmative and 1 absent vote. Council Member Morrow commended Council Member Lee for making this suggestion.

There was not any business on the agenda from the Parks Committee.

Council Member Reed was recognized for a report from the Community Services/Animal Control Committee. Council Member Reed made a motion to read and adopt Ordinance 80 of 2021 – An Ordinance Granting a Non-Exclusive Franchise to Unite Private Networks LLC; and Assign a Non-Exclusive Franchise to Provide and Maintain High-Bandwidth, Fiber-Based Communications Networks and Services Within the City of Benton; Establishing Franchise Fees to Be Paid; For Other Purposes. Seconded by Council Member Knight. The ordinance was read. The Mayor asked for any questions or comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 80 of 2021 was adopted with 9 affirmative votes and 1 absent.

Council Member Hamm was recognized for a report from the Street and Drainage Committee. He stated he had nothing to report.

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

Council Member Lee was recognized for a report from the Public Utility Commission. Council Member Lee made a motion to read and adopt Ordinance 81 of 2021 - An Ordinance Waiving Competitive Bidding and Authorizing and Ratifying the Purchase of Two (2) Check Valves and Gate Values with All Required Items Needed for Installation for the Benton Utilities Water Purification Department; Declaring an Emergency and For Other Purposes. Seconded by Council Member Reed. The ordinance was read. The Mayor asked for any questions or comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 81 of 2021 was adopted with 9 affirmative votes and 1 absent. Council Member Lee made a motion to approve the emergency clause. Seconded by Council Member Morrow. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 9 affirmative votes and 1 absent.

Council Member Lee made a motion to read and adopt Resolution 117 of 2021 – A Resolution Ratifying and Confirming the Appointment of Brad Johnston as Commissioner to the Public Utilities Commission; and For Other Purposes. Seconded by Council Member Brown. The resolution was read. The Mayor asked for any comments. David Vondran, PUC Director stated that Benton Utilities would like to recognize the outgoing commissioner, Charlie Best for his 17 years of service, he is one of the original commissioners. We want to recognize his service and commitment to the citizens of Benton and thanked him for his service. We also want to welcome Brad Johnston to the commission. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 117 of 2021 was approved with 9 affirmative votes and 1 absent.

Council Member Brown was recognized for a report from the IT Committee. See attached.

Council Member Freeman was recognized for a report from the Planning and Zoning Commission. Council Member Freeman made a motion to read and adopt Ordinance 82 of 2021 – An Ordinance Rezoning 416 5th Street in the City of Benton, Saline County Arkansas from R2 Single Family Residential District to R3 Single Family Residential Zone; and For Other Purposes. Seconded by Council Member Reed. The ordinance was read. The Mayor asked for any questions or comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart absent, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 82 of 2021 was adopted with 9 affirmative votes and 1 absent vote.

The Planning and Zoning Commission report is attached.

The Mayor asked for any old business or public comments. None.

The Mayor stated that the New Years Eve Ball Drop will be from 9 to 12 am at ACDI. At is sponsoring it. The committee meetings will be the week of January 10 th and the Resolu 1 meeting will be January 4 th .	
Merry Christmas!	
The meeting adjourned at 6:25 pm.	
Cindy Stracener, City Clerk	Tom Farmer, Mayor

Police Dept.

- BPD migrated to Exchange Online
- BPD migrated from roaming profiles to OneDrive
- All patrol units migrated to client-to-site VPNs
- All Southern Software installations now using fully qualified domain names as opposed to IP addresses
- Epitome Support purchased and access gained to PBX. Can now transfer BPD to new AT&T circuits with higher bandwidth.

Planning Commission Report to the City Council

December 7th, 2021

The Planning Commission held its regularly scheduled meeting on December 7th, at 6 pm in Council Chambers.

Board of Adjustments

- A variance for Ample Mini Storage at 1805 Highway 5 North was approved. The purpose of the variance was to alter the requirements of the landscape ordinance.
- A variance for Empire Cheer, located at 3524 Alcoa Road, was approved. The purpose of the variance was to alter the requirements of the landscape ordinance and the required parking.

During the regular Commission meeting, the following items were discussed:

- A discussion of changes to the Zoning Ordinance related to C3 Properties was presented by Council Member Robin Freeman and Alderman Shane Knight. Planning Commission members discussed the item and recommended further work to the proposed ordinance.
- A rezone of 416 5th Street from R2 single family detached housing to R3 so single family district was approved. The purpose of the rezone was to lower the lot size minimum requirements from 7,000 square feet (in R2) to 3,500 square feet (in R3). All requirements for the rezone have been addressed and approved. Besides the developer, no other comments were presented.
- The final revised plat of Del Ray subdivision Phase 2 was approved.
- The final plat of Logan's Creek was approved.

The Planning Commission welcomed Pamela Gibson as a new (and returning) member.

With no other business to discuss, the meeting was adjourned.

Submitted by Robin R. Freeman

BENTON ADVERTISING & PROMOTION COMMISSION Minutes December 8, 2021

I. CALL TO ORDER

Chairman Bill Eldridge called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order on December 8, 2021 at 3:32 pm at the Benton Municipal Complex in Council Chambers.

II. ROLL CALL

Commissioners in attendance included: Bill Eldridge, Steve Brown, Elgin Hamner IV and Steve Lee. Brandi Crabtree, Alison Burch and Steve Lee were absent.

III. MINUTES

Steve Brown made a motion to approve the minutes of the November 10, 2021 meeting. Elgin Hamner IV seconded. Motion carried.

IV. OATH OF COMMISSIONER

Mayor Tom Farmer administered the Oath of Office to Elgin Hamner IV.

V. FINANCIAL REPORTS

Financial reports were presented by Jordan Woolbright. The A&P Commission bank accounts show the following balances as of November 30, 2021:

 Bank OZK – A&P
 \$89,135.26

 Bank OZK – Event Center
 \$294,052.24

 Bank OZK – Savings
 \$456,159.27

Total Checking/Savings \$839,346.77

A&P profit and loss statements: for the month of November 2021 total income of \$14,205.06 and total expenses of \$18,157.60 resulting in a net loss of (\$3,952.54). For the period of January to November 2021 total income of \$153,900.77 and total expenses of \$55,028.15 resulting in a net loss of (\$1,127.38). Jordan stated that the Repairs & Maintenance expense item includes the first installment for the downtown lighting project.

Event Center profit and loss statements: for the month of November 2021 total income of \$46,872.96 and total expenses of \$30,440.85 resulting in net income of \$16,432.11. For the time period of January to November 2021 total income of \$466,242.19 and total expenses of \$363,028.57 resulting in net income of \$103,213.62.

City of Benton Financial Officer Mandy Spicer presented reports showing the total A&P cash accounts as \$2,384,672.53 as of November 30, 2021. The bond funds total is \$551,785.60 (November 2021 bank statements have not been received as of the date of

- than \$20,000 it must go through the City's procurement process to advertise for bids. Nikki will work with Mandy Spicer on this process.
- D. Retirement of Benton Event Center Bonds Mandy Spicer reported that the bonds are officially retired and a public celebration was held last week.

IX. NEW BUSINESS

Bank Account Distribution — Bill Eldridge explained that it is now necessary to adopt a new distribution policy for the A&P tax funds since the bonds are retired. Before the bonds were retired, the distributions were 80/10/10 with 80% of the funds distributed to bond payments, 10% of the funds distributed to the A&P operating account and 10% of the funds distributed to the Benton Event Center operating account.

Bill suggested adopting the following 50/20/10/10/10 distribution policy:

- 50% of the A&P tax funds distributed into a new bank account dedicated to major projects
- 20% of the A&P tax funds distributed into a new bank account dedicated to small cash projects
- 10% of the A&P tax funds distributed into a new bank account dedicated to future projects as identified by the Benton Future Focus Group
- 10% of the A&P tax funds distributed into the existing A&P operating bank account
- 10% of the A&P tax funds distributed into the existing Benton Event Center operating account

Steve Lee inquired about who would have authority over the funds. Bill Eldridge explained that the A&P Commission would continue to have authority over how the funds are spent and the three new accounts would fall under the City's umbrella with city officials having signing authority (the same as with the current bond account).

Steve Lee made a motion to implement the following distribution policy effective immediately:

- 50% of the A&P tax funds distributed into a new bank account dedicated to major projects
- 20% of the A&P tax funds distributed into a new bank account dedicated to small cash projects
- 10% of the A&P tax funds distributed into a new bank account dedicated to future projects as identified by the Benton Future Focus Group
- 10% of the A&P tax funds distributed into the existing A&P operating bank account
- 10% of the A&P tax funds distributed into the existing Benton Event Center operating bank account

Elgin Hamner IV seconded. Motion carried.

Bill Eldridge asked Mandy Spicer to move forward with opening the three new bank accounts.

RESOLUTION NO. 1 OF 2022

A RESOLUTION ESTABLISHING THE TIME OF THE COUNCIL MEETINGS, SETTING ITS MEETING AGENDA, AND ESTABLISHING RULES FOR CONDUCTING COUNCIL AND COMMITTEE MEETINGS; AND FOR OTHER PURPOSES

WHEREAS, Ark. Code Ann. §14-43-501 requires the City Council of the City of Benton, Arkansas, to organize annually and establish the rules of its proceedings; and

WHEREAS, in accordance with this statutory requirement, the City Council does hereby adopt the following rules for its proceedings for the coming year.

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

SECTION 1. The City Council shall meet in regular session at 6:00 pm, or immediately following the Agenda Meeting, whichever is earlier, on the fourth Monday of each month, unless by a 2/3rds (7 of the 10-member council) vote, the council votes to reschedule the meeting at least 20 days prior to the normally scheduled monthly meetings. In the month of December, the council meeting may be held on a date determined by the Mayor. Should the Mayor determine that there is insufficient business for the City Council, he may cancel the meeting on the Friday before the regularly scheduled date.

SECTION 2. In accordance with Ark. Code Ann. §14-43-502(b)(2), special council meetings may be called by the Mayor or any three members of the City Council. Notice must be given at least 48 hours prior to the special meeting. Emergency meetings may be called on shorter notice, provided however that at least the two (2) hour notice required by the Arkansas Freedom of Information Act is given to the representatives of the news media in accordance with Ark. Code Ann. §25-19-106(b)(2).

SECTION 3. An agenda meeting shall be held at a time designated by the Mayor prior to the regularly scheduled council meeting to review those items on the agenda and to hear any informal reports from the Mayor, City Attorney, or a Council Member. Discussion of the agenda items will be limited to the Council Members, Mayor, City Attorney, any employee of the City, and any individual who has scheduled business before the council that day. Public comment concerning items on the agenda shall occur during the regularly called meeting and during any specially called meeting. Public comment is also welcome at any committee meeting of the City Council on the matters before it.

SECTION 4. The agenda for any business to be considered at any regularly scheduled council meeting shall be prepared by the Mayor and available to all members of the Council and to any citizen on or about 12:00 noon on Friday prior to the any regularly scheduled council meeting or when it is otherwise complete by posting it on the City's website. The agenda may include any item sponsored by the Mayor or any member of the City Council, City Commission, or any member of the general public provided that such item or items have been submitted to the Mayor or the Mayor's executive assistant no later than 12:00 pm on the Tuesday before said regularly scheduled meeting. No item, whether new or old business, may be added to the agenda unless at the agenda meeting that precedes the regularly scheduled

meeting, the council suspends the rule by at least a 2/3 vote of all members of the whole council to add any item or items to its agenda. Any item, whether new or old business, may also be added to the agenda by the Mayor at or before the agenda meeting. A report of any item added to the agenda during the agenda meeting shall be made during the council meeting.

SECTION 5. All ordinances and resolutions shall first be considered and approved by the appropriate committee or commission before being placed on the council meeting agenda unless the council waives this requirement by at least a 2/3 vote of the whole council in the agenda meeting. Any item may also be placed on the council agenda if it is sponsored by the Mayor without the approval of a committee or commission.

SECTION 6. The Mayor shall be ex-officio president of the council and shall preside at its meetings including the agenda meeting. In the absence of the Mayor, the council shall elect a president pro-tempore to preside at that meeting. All proceedings of the council shall be governed by the Procedural Rules for Municipal Officials. The order of business for all regularly scheduled meetings shall be as follows:

- 1. Call to Order
- 2. Invocation
- 3. Pledge of Allegiance
- 4. Roll Call
- 5. Approval of previous meeting Minutes (and special meeting minutes)
- 6. Special presentations or proclamations
- 7. Approval of the financial report from the previous month (when applicable)
- 8. Reports of all standing committees by the committee chair, to include any ordinances or resolutions pertinent to the committee
- 9. Reports of any special and ad hoc committees
- 10. Unfinished Business
- 11. Announcements
- 12. Adjournment

SECTION 7. All ordinances of a general or permanent nature shall be read fully and distinctly one (1) time. By passage of this resolution and as authorized by Ark. Code Ann. §14-55-202, the rules are hereby suspended for the second and third readings on all ordinances considered this year and the one (1) reading shall constitute all three readings. Voting on the ordinance may occur after the first full reading. However, should any Council Member or the Mayor request during the meeting that an ordinance be read fully on the second and third readings, the rules shall be deemed to not be suspended and the ordinance shall be read fully and distinctly on the second and third readings commencing at the next City Council meeting unless the City Council votes to suspend the rules in accordance with Ark. Code Ann. §14-55-202. The City Council may also waive the one (1) full reading requirement should two-thirds (2/3's) of the City Council vote to read by title only. Unless noted otherwise, all ordinances shall be published.

With respect to resolutions, the title of the resolution shall contain sufficient information to inform a person about the relevant contents of the resolution. All resolutions shall be read by title only unless any Council Member or the Mayor requests during the meeting that the resolution be read fully.

SECTION 8. Any and all discussions, comments, and/or debates by any member of the council, mayor, and other interested persons shall be limited to no more than three (3) minutes per person, per measure. Extensions of this time may be granted by the City Council by majority vote. Explanations of a measure as well as responses to questions about the measure, which are made by a Council Member, official, department head, employee or citizen who is bringing the measure before the council, or any advice by the City Attorney, shall not be included in the council's three (3) minute time limit.

SECTION 9. A quorum of the council members must be present for any council meeting or special council meeting to be held. Council working sessions may be called when no quorum is present; however, no decisions or votes shall be taken by the members unless a quorum is present.

SECTION 10. Unless otherwise changed during the preceding City Council meeting, committee meetings shall take place in accordance with the calendar attached hereto as Exhibit 1. Emergency committee meetings may be called on shorter notice, provided that at least the two (2) hour notice required by the Arkansas Freedom of Information Act is given to the representatives of the news media in accordance with Ark. Code Ann. §25-19-106(b)(2). Committee chairs shall be responsible to work with the committee's staff liaison to notify the media, the public, the Mayor, and all elected officials of all regular and special committee meetings.

SECTION 11. A quorum of the committee members must be present for the committee meeting. The presence of a council member may be by telephone, video conference, or other electronic means. When any such member has a virtual presence at the meeting, the chair of the committee shall insure that the council member is properly identified, the council member is able to hear the discussion of the committee and the attendees in the room may also hear the council member as well. A committee member present by virtual means shall be counted to determine if a quorum is present. If less than a quorum of the committee members are present, the committee may discuss and take public comment but no vote shall occur on any matter before the committee. If a quorum of the committee members is present, the committee chair shall have the exclusive decision regarding the voting procedures of the committee; however, all council members present either in person or virtually shall be allowed to vote at the meeting on any pending measure. No committee member shall have more than one vote. Committee assignments shall take place at the organizational meeting of the City Council.

SECTION 12. A brief summary of all discussions and decisions of the committee shall be reported at the following council meeting by the chair of the committee or his/her committee representative. The committee chairs shall insure that the document retention policy of the City is abided by with respect to committee meeting records.

SECTION 13. The agenda for any business to be transacted at any special meeting or committee meeting shall be limited to the purpose for which said meeting was called. Provided that it pertains to the purpose for which said meeting was called, the agenda for the special meeting can include more than one item. The committee chair in conjunction with the City administration shall set the agenda for each committee meeting. Items may be added to the agenda by the committee chair with the consent of the majority of the committee members present during the meeting.

SECTION 14. Council members and commissioners are representatives of the City and its citizens and shall always treat City employees and citizens with professional courtesy. Council members

shall not berate, harass, intimidate, or admonish any City employee or citizen. Before all meetings of the City Council, committee meeting, or City appointed commissioner meetings, the following statement shall be read by the chairperson of the meeting:

As representatives of the citizens of Benton, we need to always be aware of our responsibility and our mannerism as we fulfill our obligations to the citizens. During this meeting each of us are to conduct ourselves in a professional manner that allows every person to be treated with respect and dignity. As representatives, we will never berate, harass, intimidate, or admonish any individual that comes before us.

SECTION 15. All cell phones will be silenced during City Council meetings with the exception of public safety employees who are in attendance.

SECTION 16. The officers and the governing body of the City shall perform the following duties during the course of the year:

- a. The Mayor, pursuant to Ark. Code Ann. §14-43-504, shall serve as the Chief Executive Officer of the City and shall have all powers and duties conferred upon the office in accordance with the foregoing statute as well as any other applicable statute or ordinance in managing the business affairs of the City.
- b. The City Council as a collective body, pursuant to Ark. Code Ann. §14-43-502, shall serve as the legislative branch of the City and shall have all corporate powers and duties assigned to it that have not otherwise been conferred upon another officer of the City or that may be prohibited by law, in accordance with the foregoing statute as well as any other applicable statute or ordinance.
- c. The City Clerk, pursuant to Ark. Code Ann. §14-43-313 and Ark. Code Ann. §14-43-506, shall maintain custody of all the laws and ordinances of the City and shall also keep a regular and correct journal of the proceedings of the City Council and shall perform such other duties as may be prescribed by the City Council by ordinance as well as such other duties that may be prescribed by statute.
- d. The City Attorney, pursuant to Ark. Code Ann. §14-43-313, shall perform such duties as may be prescribed by the City Council by ordinance and shall also perform such other duties that may be prescribed by statute.

SECTION 17. During the committee meeting held in January, April, June, and September, the City Attorney shall meet with the Community Services Committee to review the City's litigation report.

SECTION 18. As authorized by Act 2 of 2020, should the Governor declare a disaster emergency under the Arkansas Emergency Services Act of 1973, Ark. Code Ann. § 12-75-101 et. seq., the City Council or any City Commission or any committee thereof, may assemble, gather, meet, and conduct an open public meeting through electronic means, including without limitation by: (A) Telephone; (B) Video conference; or (C) Video broadcast.

If an open public meeting is held under this section, the following shall occur: (A) The public may attend the open public meeting using electronic means; and (B) Notice of the method the public may attend the open public meeting shall be published with the notice of the open public meeting.

Physical presence of the public or of an individual member of the public entity at the open public meeting is not required under this section. The open public meeting shall be recorded in the format in which it is conducted, including without limitation: (A) A sound-only recording; (B) A video recording with sound and picture; or (C) A digital or analog broadcast capable of being recorded. The City Clerk shall maintain the records of an open public meeting held under this subsection for a minimum of one (1) year from the date of the open public meeting. The chair of any commission or a committee holding a public meeting under this section shall be responsible for making certain copies of the recordings required herein are transmitted to the City Clerk for filing.

	PASSED AND APPROVED this the _	day of January 2022.
		Tom Farmer, Mayor
Cindy Stracen	er, City Clerk	

RESOLUTION NO. 2 OF 2022

A RESOLUTION AUTHORIZING THE CITY THE ENTER INTO A CONTRACT WITH BLACK, CORLEY, OWENS & HUGHES, PA FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, published a Request for Qualifications on or about November 19, 2021, for supplying architectural and engineering services to the City to design the renovation of the purchased property located at 410 River Street and City Hall located at 114 S East Street. This is to accommodate the relocation of City Hall to the River Street property as well as the renovation of our existing City Hall for the expansion of the current Police Department. The team will familiarize themselves with the site and design a facility that will be aesthetically pleasing and fulfills the intended needs of City Hall and the Police Department, which the City Council determines to be a professional service not subject to bidding requirements; and

WHEREAS, after a review of the proposals it has been determined that the City wishes to enter into a contract with Black, Corley, Owens & Hughes, PA.

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 a contract with Black, Corley, Owens, & Hughes PA to provide architectural and engineering services for the City of Benton. A copy of the contract is attached hereto as Exhibit 1 and incorporated now by reference as if stated word for word.

PASSED AND APPROVED this the	day of January, 2022
	Tom Farmer, Mayor
	,
Cindy Stracener, City Clerk	



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20th day of January in the year Two Thousand Twenty-Two (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Mayor Tom Farmer City of Benton 114 South East Street Benton, AR 72015 Telephone Number: 501-315-6008

and the Architect: (Name, legal status, address and other information)

Black, Corley, Owens & Hughes, PA 219 West South St. Benton, AR 72015 (501)315-7686

for the following Project: (Name, location and detailed description)

Benton City Hall Relocation

Design the renovation of purchased property located at 410 River Street and City Hall located at 114 S East Street. The goal is to accommodate the relocation of City Hall to the River Street property as well as the renovation of our existing City Hall for expansion of the current Police Department. The A/E team shall familiarize themselves with the site and design a facility that will be aesthetically pleasing and fulfills the intended needs of City Hall and the Police Department.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

RESOLUTION NO. 3 OF 2022

A RESOLUTION AUTHORIZING THE BENTON DISTRICT COURT TO DESTROY CERTAIN RECORDS PRIOR TO 2011; AND FOR OTHER PURPOSES

WHEREAS, A.C.A. § 16-10-211 allows the District Court to destroy certain records after the passage of time; and

WHEREAS, the statute requires that the governing bodies that contribute to the expenses of the court note their approval within their minutes; and

WHEREAS, the City Council of the City of Benton wishes to authorize the destruction of certain records of the Benton District Court as more fully described in Exhibit "1" of this Resolution.

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

<u>SECTION 1</u>: The Benton District Court is hereby authorized to destroy the records which are itemized in Exhibit "1" of this Resolution. The Mayor is hereby authorized to execute, on behalf of the City of Benton, an affidavit of destruction for these records.

PASSED AND APPROVED this the	day of January, 2022
	•
	Tom Farmer, Mayor
C' 1 Ct Clark	
Cindy Stracener, City Clerk	



AFFIDAVIT OF DESTRUCTION OF DISTRICT COURT RECORDS

I, Leah Redmon, Clerk, Do hereby certify that the following records of the Saline County District court, Benton Department, have been retained for at least three (7) years as specified under Ark. Code Ann. 16-10-211 and have been audited as required by law. The records listed below, covering the time periods as stated, are to be destroyed by (date), by burning/shredding said records:

TYPE OF RECORD	TIME PERIOD
Completed case files and written exhibits; Show cause Orders; Case information, arrest reports and affidavits; Files concerning cases resulting in suspended impostion	1/1/2006 - 12/31/2011 1/1/2006 - 12/31/2011 1/1/2006 - 12/31/2011 1/1/2006 - 12/31/2011
District Court Clerk	Mayor Tom Farmer
District Judge Clay Ford	County Judge Jeff Arey

RESOLUTION NO. 4 OF 2022

A RESOLUTION DECLARING CERTAIN POLICE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

WHEREAS, the Benton Police Department owns certain equipment, which is no longer needed; and

WHEREAS, the City Council desires to declare the property, which is itemized in Exhibit "1" as surplus and to authorize it be sold at public auction.

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

SECTION 1: The property listed in Exhibit "1" is hereby declared surplus property and shall be sold at public auction in accordance with any applicable state or federal law.

SECTION 2: The Police Chief is authorized to set the terms and conditions for the auction with respect to the amount of the deposit required on the day of sale, closing and all other necessary terms for the sale, including the date for when the surplus property shall be delivered to the successful bidder.

·
'armer, Mayor



EXHIBIT "1"

Ī	YEAR	MAKE	MODEL	UNIT	VIN	MILEAGE
ľ	2014	DODGE	CHARGER	385	2C3CDXAG8EH161385	101,535
ľ	2014	DODGE	CHARGER	1006	2C3CDXAG4EH351006	103,104
ľ	2013	DODGE	CHARGER	4086	2C3CDXAG5DH714086	111,409

RESOLUTION NO. 5 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE SALINE COUNTY CAREER TECHNICAL CAMPUS FOR THE PLACEMENT OF ONE SCHOOL RESOURCE OFFICER WITHIN THE DISTRICT FOR A FOUR-YEAR PERIOD, BEGINNING WITH THE 2022-2023 SCHOOL YEAR; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, and Saline County Career Technical Campus have determined it is in their best interest to enter into an agreement for the placement of one (1) school resource officer for a four-year period beginning with the 2022-2023 school year; and

WHEREAS, it has been determined that it is in the best interest of the city and the local students to enter into this agreement.

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

SECTION 1: The Mayor or his designee is hereby authorized to execute, on behalf of the City, a contract with the Saline County Career Technical Campus for the placement of one school resource officer for a four-year period beginning with the 2022-2023 school year. The contract is attached hereto as Exhibit 1.

PASSED AND APPROVED this tr	1e day of January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	



STATE OF ARKANSAS **SERVICES CONTRACT**



Contract #	ASUTR 23-001	Federal ID#	
Service Type	Technical and General Services (TGS)	Procurement Method	Intergovernmental

1. Contracting Parties. State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Nam	ne la
Division	Not Applicable
Contractor Name	City of Benton, Arkansas, Benton Police Department (BNPD)
Contractor Address	115 S. East Street, Benton, AR 72015
Contractor Number	Minority/Women Owned Business Yes No

2. Objectives, Scope, and Performance. Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

School Resource Officer (SRO) to provide security for the Saline County Career and Technical Campus (SCCTC) during normal operating hours on normal business days, 191 days per year. The Assistant Vice Chancellor of SCCTC will accept recommendations from the BNPD Chief of Police for candidates to hire for the SRO position. SCCTC will work in conjunction with the BNPD Chief of Police to select the appropriate SRO candidate.

The Benton Police Department shall provide a certified Police Officer with authority to arrest to perform the duties of

3. Term Dates. The original term (Original Term) of the Contract shall commence on 07/01/2022 , and shall continue until 06/30/2026 , unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Ark. Code Ann. § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (Total Possible Term) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than <u>06/30/2029 (mm/dd/yyyy)</u>.

4. Contractor's Performance Obligations. Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

The Benton Police Department shall provide a certified Police Officer with authority to arrest to perform the duties of School Resource Officer (SRO) to provide security for the Saline County Career and Technical Campus (SCCTC) during normal operating hours on normal business days, 191 days per year.

The Assistant Vice Chancellor of SCCTC will accept recommendations from the BNPD Chief of Police for candidates to hire for the SRO position. SCCTC will work in conjunction with the BNPD Chief of Police to select the appropriate SRO candidate.

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. Department's Payment Obligations. Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

Year 1: July 1, 2022-June 30, 2023-\$64,284.00 Year 2: July 1, 2023-June 30, 2024-\$65,924.00 Year 3: July 1, 2024-June 30, 2025-\$67,565.00 Year 4: July 1, 2025-June 30, 2026-\$69,203.00

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract. The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by

reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: \$ 266,976.00 (Initial Contract Amount).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: \$474,585.00 (Total Projected Contract Amount).

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Ark. Code. Ann. § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

6. Terms and Conditions of Solicitation Incorporated and Order of Precedence. The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation Intergovernmental (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

A. Non-Appropriation Clause Pursuant to §19-11-1012(11). In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

- **B. For Convenience.** The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. For Cause. The Department may cancel this Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30)

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days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

- A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.
- **B.** Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- **C.** Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.
- 9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.
- 10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.
- 11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase

agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

- 12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:
 - A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement

Law related to the content and review of the Contract; and

- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.
- 13. Indemnity. The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- **15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Ark. Code Ann. § 19-11-265.
- 16. Records. Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- **18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

19. Attachments.

- 1. Certification of Contractor
- 2. Calculation of Compensation, as applicable;
- 3. Source of Funds
- 4. Objectives, Scope, and Performance Standards, as applicable; and
- 5. Performance Details, as applicable
- 6. Additional Attachments as applicable
 - A.
 - В.
 - C.

20. Notices.

- A. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.
- B. Receipt of Notice. A notice given under this Contract will be effective on

i. the other party's receipt of it, or

- ii.if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
- **C.** Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

William Ross Director of Purchasing, Travel, and In-	
Name Title wross@asutr.edu	
Telephone#	Email
Contact #2 - Department Represent	tative with knowledge of this project (for general questions and respon
Scott Kuttenkuler	Vice Chancellor for Saline County Career and Techr
Name (501) 332-0264	Title skuttenkuler@asutr.edu
Telephone#	Email
Contact #3 - Department Represen responses)	tative Director or Critical Contact (for time sensitive questions and
Scott Kuttenkuler	Vice Chancellor for Saline County Career and Techr
Name (501) 332-0264	Title skuttenkuler@asutr.edu
Telephone#	Email

21. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at

https://www.dfa.arkansas.gov/images/uploads/procurementOffice/technologyAccessClause.pdf and are included herein by reference, as applicable.

22. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE	DEPARTMENT AUTHORIZED SIGNATURE
Tom Farmer/ Scotty Hodges	James White
Printed Name	Printed Name
Mayor, City of Benton/Chief of Police, Benton PD	Vice Chancellor for Finance and Administration
Title	Title
115 S East St, Benton, AR 72015	One College Circle, Malvern, AR 72104
Address	Address
Signature	Signature
Date	Date

Attachment #1

CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, Scotty Hodges	Chief of Police, Bento	n Police Department
(Contractor)		(Title)
certify under penalty of perjury that, to employee of the State of Arkansas wi the execution of this contract that wo corporation, the term 'direct or indirect paid to a stockholder of said corporat (10%) of the total outstanding stock of	ill receive any personal, direct or indir uld violate the law." Where the Contr ct monetary benefits' "shall not apply tion who is also a State employee an	rect monetary benefits as a result of ractor is a widely-held public to any regular corporate dividends
B. List any other contracts or subcoapplicable to contracts between Arka applicable" or "None.")	ontracts Contractor has with any ot unsas state departments. If no contra	ther state government entities. (Not acts or subcontracts, please put "Not
C. Is Contractor currently engaged in clients engaged in any controversy w "Not applicable" or "None.")	any legal controversies with any stat ith any Arkansas state department? I	e agencies or representing any If no controversies, please put
D. Contractor shall list below, or on a persons who will be supplying service are not known at the time of the execute other information as they become independent contractors operating ur shall be construed to create an employed.	es to the State at the time of the execution of the contract, the Contractor e known. Such persons shall, for all produced the control of the Contractor (sub	cution of the contract. If the names shall submit the names along with curposes, be employees or contractors), and nothing herein
Name	Address	Relationship

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

- **F.** By checking the box below, the Contractor certifies that Contractor: (1) does not boycott Israel and shall not boycott Israel during the aggregate term of the corresponding Contract.
- Contractor does not and shall not boycott Israel

Attachment #2

Calculation of Compensation

Calculation of Compensation (for Profe	essional & Cons	sulting Service	Contracts (Only)
--	-----------------	-----------------	-------------	-------

A.	In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation
	rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level	
TOTAL COMPENSATION EXC	LUSIVE OF EXPENSE R	REIMBURSEMENT(S)	\$ 0.00	

B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		\$ 0.00

Total compensation inclusive of expense reimbursement:	\$ 0.00
Annual Contract Amount:	

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
School Resource Officer	4		\$ 266,976.00
		TOTAL SERVICES	\$ 266,976.00

B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
		TOTAL COMMODITIES	\$ 0.00

Total services inclusive of commodities:	\$ 266,976.00
Annual Contract Amount:	•

Attachment #3

Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds *	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
Cash	Tuition and Fees	285000	B62	\$ 266,976.00	100 %
					%
					%
4					%
					%
					%
			TOTALS	\$ 266,976.00	100.00 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

RESOLUTION NO. 6 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF LIEUTENANT LISA STUART TO THE CITIZENS OF BENTON AND AWARDING HER BADGE AND DUTY WEAPON IN RECOGNITION OF THOSE SERVICES; AND FOR OTHER PURPOSES

WHEREAS, Lisa Stuart has served the citizens of Benton for 26 years as a Police Officer with the Benton Police Department;

WHEREAS, Lieutenant Stuart has decided to retire from her duty assignment; and

WHEREAS, the City wishes to thank Lieutenant Stuart for her dedicated services to our community by presenting her with her badge and duty weapon in recognition of those outstanding services.

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

SECTION 1: Badge #2541 is hereby declared as surplus and shall be presented to Lieutenant Lisa Stuart in recognition of her services to the community.

SECTION 2: Duty Weapon (Glock Model 45 Serial #BMFP022) is hereby declared as surplus and shall be presented to Lieutenant Lisa Stuart in recognition of her services to the community.

PASSED AND APPROVED this the	day of January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	

RESOLUTION NO. 7 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF DETECTIVE MICHAEL TEAGUE TO THE CITIZENS OF BENTON AND AWARDING HIM HIS BADGE AND DUTY WEAPON IN RECOGNITION OF THOSE SERVICES; AND FOR OTHER PURPOSES

WHEREAS, Michael Teague has served the citizens of Benton for 21 years as a Police Officer with the Benton Police Department;

WHEREAS, Michael Teague will be retiring from his duty assignment; and

WHEREAS, the City wishes to thank Michael Teague for his dedicated services to our community by presenting him with his badge and duty weapon in recognition of those outstanding services.

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

SECTION 1: Badge #2584 is hereby declared as surplus and shall be presented to Detective Michael Teague in recognition of his services to the community.

SECTION 2: Duty Weapon (Glock Model 45 Serial #BMFP059) is hereby declared as surplus and shall be presented to Detective Michael Teague in recognition of his services to the community.

PASSED AND APPROVED this the	day of January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	

RESOLUTION NO. 8 OF 2022

A RESOLUTION DECLARING CERTAIN PARKS & RECREATION AND STREETS & DRAINAGE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

WHEREAS, the Benton Streets & Drainage Department as well as the Parks Department own certain equipment, which is no longer needed; and

WHEREAS, the City Council desires to declare the property, which is itemized in Exhibit "1" as surplus and to authorize it be sold at public auction.

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

SECTION 1: The property listed in Exhibit "1" is hereby declared surplus property and shall be sold at public auction in accordance with any applicable state or federal law.

SECTION 2: The Chief of Finance is authorized to set the terms and conditions for the auction with respect to the amount of the deposit required on the day of sale, closing and all other necessary terms for the sale, including the date for when the surplus property shall be delivered to the successful bidder.

PASSED AND APPROVED this the $_$	day of January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	÷

	EXHIBIT
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3	
	 -

		Parks Department Listing		
ASSET #	VEH #	VEHICLE	VIN#	INSURANCE #
8E2118		2013 Jacobson 1900D Tri-King Reed Mower		
228121		2004 Chevrolet .5T C1500 Silverado Pickup	1GCEC14X54Z228121	84
		2007 Wells Cargo utility trailer (enclosed)	1WC200M2072060991	179
		2006 Ex Mark 60" Lazer Z	LZZ3KC604	448
501023		2006 Kawasaki Mule Utility 3010D-Green	- A7-1	
		(3324 hours)		
		Toro push mower		
		King Kutter Yellow tractor rake		
		Red Massey furgeson tiller serial ds10040		
		Sicma tiller yellow model number 4658818		
		Black and silver refrigerator		
		4 green play world systems picnic tables		
		Blue playground tunnel		
		Metal toilet		
		Six green plastic coated steel trash can holders		
		Red Kawasaki mule old		
		Orange bad boy 60 inch zero turn	. In water water and the second secon	
		Old graco Line painter / City Tag 22 3980		
		Micro lines vaccume orange / City Tag 22 4185		
		6 blue chalkers		
		Old scoreboard by train car		

		Street Department Listing		
ASSET #	VEH#	VEHICLE	VIN#	INSURANCE #
025268	324	2000 New Holland Backhoe	31025268	201
108810	309	1993 Chev Dump Truck	1GBJ7H1PXPJ108810	96
110568	307	1996 Chev Dump Truck	1GBJ7H1P3TJ110568	94
244266	308	2001 Tarco Sand Spreader	A-01-A-J-6570-A04	271
418049	332	1993 Crafco Crack Sealer	1C9EE0919N1418	208
44Y378	327	1988 Fiat-Allis Grader	S/N-520762669-44Y-378	204
003717	320	1992 Ferguson Roller	3717	197
076886	302	2009 Schwartz Street Sweeper	1HTMKAANX9H076886	89
446926	322	2005 John Deere Tractor w/boom mower	L06415B446926	199
244307	339	2005 Buyers Sand Spreader	4555	214
244326	336	2007 Woods Bush Hog	1074581	

RESOLUTION NO. 9 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH MVP SPORTS PHOTOGRAPHY FOR PROVIDING PHOTOGRAPHY SERVICES TO THE CITY OF BENTON PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

WHEREAS, the City of Benton, after having advertised for bids for photography services for youth programs, has determined that the proposal submitted by MVP Sports Photography is the most acceptable proposal for these services and that the City should award the contract to this company.

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

SECTION 1: The proposal of MVP Sports Photography is the most acceptable bid for providing photography services to the City.

SECTION 2: The terms of the RFP stated that the contract could be extended for two additional one-year terms through 2024.

SECTION 3: The Mayor is authorized to execute, on behalf of the City of Benton a contract for photography services with MVP Sports Photography and to execute such other documents as may be necessary and convenient to accomplish this purpose.

SECTION 4: The Mayor is likewise authorized on behalf of the City to pay any amounts which may become due and payable under the contract.

PASSED AND APPROVED this the _____ day of January, 2022.

Cindy Stracener, City Clerk



SPORTS PHOTOGRAPHY BID 2022

Thank you for allowing us the opportunity to be considered as your league photographer this year. Here at MVP Sports, sports is not a sideline business for us, it is what we do. MVP Sports offers the highest quality products which can include trading cards, magazine covers, plaques, memory mates, buttons, magnets, prints with folding mounts and posters and more. We have long-standing experience with the major sports — baseball, basketball, cheerleading, football, soccer, volleyball and swim. Let MVP Sports capture the great moments in your athlete's life!

Here are a few advantages to using our company.

- A Business Dedicated Specifically to Sports Photography
- More Products & Lower Prices we offer a wide variety to suit the needs to everyone
- A Full Color Envelope for Parents, Displaying All Products, Or The Option to Pre-Order/Pay Online
- 15% of Gross Sales Commission Back into Your League
- Complementary Custom Team Photo Plaques for Coaches and Sponsor Certificates
- All Packages Will Be Delivered No More Then 3 Weeks After Picture Day
- Great Customer Service and Highly Organized (We want to take the stress off of you for pictures)

We look forward to the opportunity to serve you.

Please call for any additional questions.

Thank you

Misty Howard 501-231-0126



Bid Number: RFP 2021-07

Department: Parks Department

Commodity: Photography Services Bid Opening Date:

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

Buyer: Cynthia Nesbitt, Purchasing Coordinator

Request for Proposals

Tuesday, December 7, 2021 Bid Opening Time: 11:00 a.m.

Tuesday, November 23, 2021
All proposals will be accepted until Tuesday, December 7, 2021 . All proposals must be blaced in a sealed package clearly marked on the outside "City of Benton Photography 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
MVP Sports Photography
Printed Name of Company
7 West Milage Lake Dr. #7 Fuyettenile, AR 72703 Company Address
501-231-0126
Telephone Number Fax Number
mup sports ark @ gmail com
E-Mail Address

Printed Name of Authorized Signature

Date

Signature

Authorized

Date

Section 1 - General Information

Introduction: This Request for Proposal is issued by the City of Benton in order to identify properly licensed and insured individuals and/or businesses qualified to operate and manage on site photography to be located at one or all of the following locations: Riverside Park, Holland Park, Tyndall Park or other locations as needed. This RFP is designed for those interested in creating a contract relationship to take photos for youth sports programs including but not limited to Spring Youth Softball, Spring Blastball, Spring Miracle League, Youth Track, Youth volleyball programs and/or special events at the above-mentioned City of Benton parks. The selected photographer will be required to operate the facility according to the terms and conditions as outlined in THE CITY's Photography Services Agreement.

<u>Background:</u> The Photography Services agreement will be limited to the City of Benton Parks and Recreation department and will be operated on a seasonal basis for its youth sports leagues, swim meets and/or special events.

Park locations are as follows:

• Tyndall Park: 913 E Sevier Street

Riverside Park: 1800 Citizens Drive

Bernard Holland Park: 1207 Holland Ball Park Drive

Benton Athletic Complex: 1800 Benton Parkway

Caution to Bidders:

- 1. Vendors <u>must</u> submit four (4) signed, original RFP responses and one (1) digital in PDF format. Each digital response shall be located on a USB "thumb drive. Submittals shall be 8 ½" x 11" portrait layout, digitally submitted in PDF format. All proposals will be accepted until **Tuesday, December 7, 2021**. All proposals must be placed in a sealed package clearly marked on the outside "**Photography Services**." 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.
- 2. The City of Benton has the right to award this proposal to any Proposer regardless of proposal price. Proposals may not be withdrawn within 60 days after the proposals are opened. Proposal processes shall be in accordance with state law.

3. Restrictive or Ambiguous Specifications: It is the responsibility of the prospective Proposer to review the entire RFP packet and to notify the Purchasing

Performance 25%

Previous evaluations shall be considered a significant factor. If previous evaluations with THE CITY are not available, past performance records with others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Proposer will provide a list of similar jobs performed and person whom we can contact for information.

Experience, Competence, and

Capacity

25%

Experience, competence and capacity for performance. Information reflecting the names and qualifications (including experience) of the major personnel assigned to this specific project.

Proposed Work

Method

30%

Respondents must generally explain how each photo session will be operated: i.e. estimated number of photographers at each league game or special event, creativity of packages to be offered, amount of turnaround time for pictures ordered, and a sample brochure of picture packages to be sold.

All bidders will be required to attend a pre-bid meeting with Daniel Baxley. Contact Stephanie Jones with any questions at (office) 501-776-5970 or (email) signes@bentonar.org

Official RFP Price Sheet

Benton Parks Vendor Application

1. Legal name of organization, firm, individual or partnership submitting proposal:

MVP Sports Photography
2. Address of principal place of business:
7 Mest Village Lake Or. #7
7 West Village Lake Or. #7 Fayetteville, AR 12703
3. The person on your staff who will be the primary contact for
services:
4. Name: Misty Howard Phone: 501-231-0126
Phone: 501-231-0126
Experience in Photography studio business (describe
services you have offered and years of experience):
22 years of experience -
I start I will Hais across Come as a

Freshman in college in 1999. Received my Bachelors in Business management. Was able to take over full ownership in 2019.

With a minor in photography-1 started as a record Keeper photographer - moved onto sales and business growth and finally was able to take over extre business.

6. Does your organization have a current Business License? If yes, please provide a copy with your submittal. Please be advised that bidders will be required to have a current Business License and will be required to obtain a City of Benton Privilege License.

Yes X provided No

7. Proposed services:

a. Describe the services proposed for the Department.

Describe the type of variety of packages on brochure or products to be offered for Sports Programs and special events.

expand from the business for that part of the state while to previous owner-still operated Central AR. (Which Is why all the legal forms show a Fayetteville oddress)

MVP Sports has always been a youth sports photography company only with business with ymch, Boys & Gins Clubs, Little Leagues, howard programs and of course Parks & Recreation which I am an active member of.

Ne photograph any sports in the youth organization industry. Our color envelope packages are designed to Offer something to every parent. Memones starting at \$15 for a child and team photo, buttons, magnets, and many speciality products. I work with a lab that is known for their sports line of products.

Finer to Covid-I was able to get photos submitted to the lab printed and received within 8 days.

<u>Issociatid</u> Kodok p	with pr	Oto printir	facture	experiencing s, etc.) ra 3 we	delays
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fuster tu	na tirne	and right times a	SSOUCOTEU	some I with the ature.	,
anducts.	e printin	g in the	near t	atur.	
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<u>Timetable</u>

- RFP to be advertised in the Saline Courier, , City of Benton website, and other local and regional media – starting November 23, 2021.
- Bid questions due no later than December 1, 2020, 1:00 p.m. to THE CITY of Benton Parks and Recreation Department. Contact Stephanie Jones, sjones@bentonar.org or phone number 501-776-5970
- Deadline for submission of four (4) hardcopies of proposal plus 1 (one) electronic copy on flash drive in PDF format – December 7, 2021 at 11:00 am.
- Evaluations of Proposals
- Contact with Respondents

12

Date of this notice: 10-29-2019

Employer Identification Number: 84-3524817

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

MISTY HOWARD MVP SPORTS PHOTOGRAPHY 7 W VILLAGE LAKE DR APT 7 FAYETTEVILLE, AR 72703

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-3524817. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, Entity Classification Election, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, Election by a Small Business Corporation. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is HOWA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



REFERRALS:

Faulkner County Boys & Girls Club 1405 Robins St Conway, AR 72033 Clint Brock clint@bgcfaulkner.org 501-472-2509

Lakewood POA – North Little Rock 4500 Lakeshore Dr North Little Rock, AR 72116 Evan Blake evanblakepoa@yahoo.com 501-416-1301

Bryant Boys & Girls Club Ebonee Scott 6401 Boone Rd Bryant, AR 72022 escott@cityofbryant.com 501-213-5632

Arkadelphia Parks & Recreation 2555 Twin Rivers Drive Arkadelphia, AR 71923 Junior Rodemeyer Junior.rodemeyer@arkadelphia.gov 870-246-5499

Cabot Parks & Recreation Lorenzo Mendoza Imendoza@cabotparks.com 501-286-0642

Benton Parks & Rec Volleyball Picture Schedule

MONDAY, OCT 25TH

TUESDAY, OCT 26TH

THURSDAY, OCT 28TH

Team

Time

Age

1st Grade

Time

Team

Age

5:45 PM					-			Ī			
6th-7th	6th-7th	2nd-3rd	2nd-3rd	4th-5th	4th-5th	2nd-3rd	6th-7th	4th-5th	4th-5th	8th-9th	8th-9th
Team Scott	Team Jewell	Mighty Spikers	Crushers	Team Joe	You Been Served	Set on Pink	The Killers	Hit Squad	Team Katie	Benton Bumps	Team Briggs
5:15 PM	5:30 PM	5:30 PM	5:45 PM	6:00 PM	6:15 PM	6:15 PM	6:30 PM	6;45 PM	6:45 PM	7:00 PM	7:15 PM

5.45 PM	Court Crushers	4th-5th
		776
5:30 PM	Gryffindor	4tn-5tn
5:30 PM	Panthers	6th-7th Comp
5:45 PM	Spike Girls	2nd-3rd
6:00 PM	Orange Crush	2nd-3rd
6:00 PM	1st Grade	1st Grade
6:30 PM	Team Grimm	6th-7th
6:30 PM	Team Williams	6th-7th
6:45 PM	Rebels	6th-7th Comp
7:00 PM	Team Rosinbaum	8th-9th
7:15 PM	Saline Machines	6th-7th Comp
7:15 PM	Net Ninjas	6th-7th Comp

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/01/2021

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(les) 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). CONTACT Jacob Knight PRODUCER FAX (AJC, No): (870) 246-3571 PHONE (A/C, No, Ext): E-MAIL ADDRESS: (670) 248-3700 Pennington Insurance Inc P.O. Box 518 insurer(s) affording goverage NAICE 107 N. 26th Street Markei AR 71923 ARKADELPHIA INSURER A : INSUSED INSURER B: Misty Howard INSURER C: **DBA: MVP Sports** INSURER D : 1722 N College Ave. #324 INSURER E : AR 72703 INSURER F: Favetteville **REVISION NUMBER:** CL2112101706 CERTIFICATE NUMBER: COVERAGES 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. AUDESUBR INSD WVD POLICY EFF (MM/DD/YYYY) **POLICY NUMBER** Type of insurance 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) COMMERCIAL GENERAL LIABILITY 50,000 CLAIMS-MADE X OCCUR 5.000 MED EXP (Any one person) 11/29/2022 11/29/2021 BOM0026995-01 PERSONAL & ADV INJURY Α 2,000,000 **GENERAL AGGREGATE** GENLAGGREGATE UMIT APPLIES PER: 2,000,000 PRODUCTS-COMPIOPAGG PRO POLICY COMBINED SINGLE LIMIT (Ea socident) OTHER: AUTOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED **BODILY INJURY (Per accident)** OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per socident) ALITOS ONLY S EACH OCCURRENCE UMBRELLA LIAB OCCUR AGGREGATE EXCESS LIAB CLAIMS-MADE RETENTION S PER WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 1,000,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) E.L. EACH ACCIDENT 11/30/2021 11/30/2022 N/A WC0219820-01 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY UMIT If yes, doscribe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER 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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RESOLUTION NO. 10 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH BENTON MUNICIPAL PROPERTY OWNERS FOR THE CONSTRUCTION OF A PARK IN SEVERNS LANDING AT HURRICANE LAKE; AND FOR OTHER PURPOSES

WHEREAS, the City Council has determined that it needs to enter into an agreement with Benton Municipal Property Owners which will aid in the development and construction of a park in Severns Landing at Hurricane Lake that is in the City of Benton.

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 agreement with Benton Municipal Property Owners which is attached hereto as Exhibit "1" and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution.

PASSED AND APPROVED this the _____ day of January, 2022.

	Tom Farmer, Mayor	
Cindy Stracener, City Clerk		



PARK CONSTRUCTION AGREEMENT

THIS PARK CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of this _____ day of January, 2022, by and among the City of Benton, Arkansas ("City"), and [Benton Municipal Property Owners] "Owner").

WHEREAS, the City desires to construct additional park facilities, including pocket parks within neighborhoods; and

WHEREAS, Owner is developing a neighborhood to be known as [Severns Landing at Hurricane Lake] ("Neighborhood"); and

WHEREAS, Owner desires for the City to construct a park in Neighborhood and to aid in that construction has agreed to donate the land for the park and to pay some portion of the costs for constructing the park; and

WHEREAS, in exchange for Owner's donation of land and payment of costs, the City had agreed to construct a park and to ultimately maintain the park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby state as follows:

- 1. <u>Donation of Property</u>. For and in exchange for the construction of a park as set forth herein, Owner does hereby irrevocably transfer, assign, convey, grant, bargain, sell, and deliver to the City, without recourse, all of Owner's right, title, and interest in the property described in the attached Exhibit 1 ("Property").
- 2. <u>Construction of a Park</u>. For and in exchange of the transfer of the Property, the City agrees to construct and maintain a public park on the Property.
- 3. <u>Timing of Construction and Reverter</u>. The City and Owner agree that construction of the park will be in accordance with the City's timeline for park construction and likely will not begin until 2024. Any failure on the part of the City to begin construction prior to January 1, 2025, may result in ownership of the Property reverting to Owner, at its discretion.
- 4. <u>Design of the Park</u>. Except as referenced herein, the design of the park shall be based upon the mutual agreement of the City and Owner, with the long-term maintenance costs given a priority in the design.
- 5. <u>Costs of Construction</u>. After a design for construction is agreed upon, a budget for construction shall be prepared. Of that budgeted amount, the City shall contribute \$350,000 towards the costs of construction. All additional costs of construction shall be borne by Owner. To account for this, Owner shall pay fifty (50) percent of its anticipated allocation of the construction costs as the first dollars

towards construction. Then, the City shall pay its \$350,000 towards construction, with Owner paying the remaining costs to complete construction.

- 6. <u>Costs of Design</u>. Any costs associated with the design of the park shall be borne by the City and Owner in equal portion.
- 7. <u>Compliance with the Law</u>. Nothing herein exempts either party from fully complying with Arkansas procurement law.
- 8. <u>Failure to Pay</u>. If owner fails to pay its initial portion of the costs of construction, the City shall be entitled to revise the design of the park at its discretion. If owner fails to pay the final portion of the costs of construction, the City shall take action to limit the final construction costs and pay the costs necessary to finish construction. The City shall be entitled to recover any payments it makes over \$350,000 from owner.
- 9. Representations of Title. Owner hereby covenants, represents, and warrants that it owns and has good and marketable title to the Property, free and clear of all liens, security interests, or restrictions on transfer; that Owner has taken all steps required to consummate this transaction; and that title to the Property will be irrevocably vested in Owner upon Owner's execution of an appropriate deed.
- 10. <u>Miscellaneous</u>. This Agreement shall be binding upon and inure to the benefit of the City and Owner and their respective legal representatives, successors, and assigns. Headings of the Articles and Sections of this Agreement are for convenience of the reader only, and shall be given no substantive or interpretive effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to the principles of conflicts of laws thereof. For the consideration aforesaid, Owner, for itself and its successors and assigns, covenants with the City, its successors and assigns, that Owner, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts and instruments that the City may reasonably request in order to more fully effectuate the provisions of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows.]

SIGNATURE PAGE

TO

PARK CONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, the City and Owner have caused this Park Construction Agreement to be executed on the date first above written.

OWNER:	CITY:
[BENTON MUNICIPAL PROPERTY OWNERS]	CITY OF BENTON, ARKANSAS
BY:	
	BY:
BY:	Tom Farmer, Mayor
	BY:
	Cindy Stracener City Clerk

RESOLUTION NO. 11 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PARKS AND RECREATION FOUNDATION OF ARKANSAS FOR THE DEVELOPMENT OF A MOUNTAIN BIKE TRAIL IN THE CITY OF BENTON; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract with the Parks and Recreation Foundation of Arkansas, a non-profit corporation for development of a mountain bike trail in the City of Benton; and

WHEREAS, the Parks and Recreation Foundation of Arkansas will provide architectural, engineering, and other professional design services, which services either are exempt from bidding requirements or that the City desires to obtain without undergoing bidding.

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 agreement with Parks and Recreation Foundation of Arkansas which is attached hereto as Exhibit "1" and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution.

SECTION 2: The City Council does find that the services contracted for herein are professional services and should exempt from bidding requirements.

	PASSED AND APPROVED this th	ne day of January, 2022.	
		Tom Farmer, Mayor	
· · ·	Grand I		
370 CT	Stracener City Clerk		

MEMORANDUM OF AGREEMENT Between The City of Benton and Parks and Recreation Foundation of Arkansas



This Memorandum of Agreement ("MOA") is entered into by and between the City of Benton ("City"), and Parks and Recreation Foundation of Arkansas ("Foundation"), an Arkansas non-profit corporation;

WITNESSETH:

WHEREAS, the Foundation is a non-profit 501(3)(c) organization whose mission is to support, protect, enhance and add value to places that provide exceptional recreation experiences in the State of Arkansas; and

WHEREAS, the City is a municipal corporation duly organized pursuant to the laws of the state of Arkansas in Saline County, Arkansas, and owns, for the public benefit, the City's parks and recreation facilities; and

WHEREAS, the City and Foundation want to develop a mountain bike trail in the City of Benton; and

NOW, THEREFORE, the Foundation and the City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

A. Scope and Purpose of the MOA

This MOA is intended to specify the various roles and responsibilities of the City and the Foundation regarding the City of Benton Mountain Bike Park Planning and Design (hereinafter the "Project").

B. Consideration

For consideration for this MOA the Foundation is providing a service by which it collects, manages and distributes certain funds necessary for the Project.

C. Responsibilities of Parties

- 1. Prior to the beginning of any planning and/or design on the project, the parties shall mutually agree to a project budget, project design drawings, and specifications, and the responsibilities of each party and set forth the various components of the project along with the source of funding for each such component.
- 2. The Foundation, in cooperation with the City, shall coordinate and direct all work necessary to timely complete the project in accordance with relevant plans and specifications as mutually agreed in writing by the parties.
- 3. The Foundation shall issue progress payments in correspondence with the goods and services for which it is responsible. Upon written request from The City and confirmation that the delivery and

receipt of goods and/or the performance of services are complete, the Foundation will issue final payment. Such payment shall be issued within ten (10) days of receipt of the request. The Foundation shall not be responsible for payments or work other than that which is agreed upon in writing as being the responsibility of the Foundation. This MOA may be amended at any time by the written agreement of the parties.

- 4. The Foundation shall deliver all concepts, plans and specifications in its possession related to this Project to the City upon completion of the Project.
- 5. All notices or communications required or permitted to be given under this MOA shall be in writing and shall be considered delivered when personally delivered with a signed acknowledgment, or deposited in the US mail, postage prepaid, return receipt requested, properly addressed to the other party at the address set forth below:

6. POINTS OF CONTACT:

Stephanie Jones, Director Benton Parks and Recreation Department 1800 Citizens Drive, Benton, Arkansas 72015 (501) 776-5970 (501) 860-4469 stephanie.jones@bentonar.org

Suzanne Grobmyer, Executive Director Parks and Recreation Foundation of Arkansas P.O. Box 7756 Little Rock, AR 72217

D. MISCELLANEOUS

- 1. <u>Indemnity</u>. The Foundation shall indemnify and hold harmless the City against any claim or liability arising from the Foundation's violation of any applicable law, statute, ordinance, permit, or regulation in the performance of this MOA. The Foundation covenants and agrees that it will indemnify and hold harmless the City of Benton, and all of its officers, agents, and employees, from any claim, loss, damage, cost, charge, or expense arising out of any act, action, neglect, or omission by the Foundation, or the Foundation's subcontractors, employees, agents, or servants, whether direct or indirect, or whether to any person or property to which the City of Benton or said parties may be subject.
- 2. If the City of Benton defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts, or negligent omissions, or willful misconduct of the Foundation, its subcontractors, employees, agents, or servants during the performance of this MOA, whether directly or indirectly, the Foundation agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action, or lawsuit. Notwithstanding, the Foundation shall be given immediate and timely notice of any such claims and an opportunity but not the obligation of choosing and directly contracting with defense counsel for such claims.
 - 3. <u>Termination</u>. The City reserves the right to terminate this MOA immediately in cases of gross

mismanagement by the Foundation, for violation of federal or state statutes, where it appears that City funds are endangered, or for breach of this MOA wherein the Foundation fails to complete the activities or services as provided in this MOA. In case of breach, the City will provide written notice to the Foundation of the breach and the City's intent to terminate this MOA and will give the Foundation thirty (30) calendar days to cure the breach prior to termination of this MOA.

- 4. Arkansas Freedom of Information Act. As a municipal corporation, the City must disclose public records pursuant to the Arkansas Freedom of Information Act ("FOIA"). The City will comply with all applicable terms of this MOA to the extent not prohibited by FOIA or other law. To avoid disclosure of proprietary information, any documents that contain trade secrets must be clearly marked "Proprietary" prior to submission to the City. Upon citizen request for disclosure pursuant to the FOIA, all documents marked "Proprietary" shall be immediately returned to the Foundation and notice shall be given allowing the Foundation to contest such disclosure.
- 5. Independent Contractor. It is expressly agreed that the Foundation is acting as an independent contractor in performing the services specified herein. The City shall carry no workers' compensation insurance, health, or accident insurance to cover the Foundation's employees for any type of loss which might result to the Foundation or the Foundation's employees in connection with the performance of the services set forth in this MOA. The City shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might otherwise be expected in an employer-employee relationship, it being specifically agreed that the Foundation is not acting herein as an employee of the City, but shall, at all times and in all respects, have the rights and liabilities of an independent contractor.
- 6. Non-Discrimination. The Foundation and the City acknowledge and agree this MOA is made and entered into subject to the express covenant and agreement of each Party that performance of any term, condition, provision, duty, or obligation set forth herein, each Party or any employee or other person acting through or under the direction or control of any Party, shall fully comply with all federal, state, and local laws, regulations, and ordinances prohibiting discrimination on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, gender identity, or genetic information, including without limitation.
- 7. <u>TITLE VI CIVIL RIGHTS ACT IMPLEMENTATION AND ASSURANCES</u>. The Foundation and its sub-contractors, sub-recipients, sub-grantees, successors, transferees, or assignees, shall comply with:
 - 7.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) and its applicable federal statutory, regulatory authorities, other pertinent directives, circulars, policy, memoranda, and guidance prohibiting discrimination on the basis of race, color, national origin, age, sex, and disability and give assurance that it will promptly take any measures necessary to ensure such compliance;
 - 7.2 all applicable provisions governing the City of Benton and applicable federal department's or agency's access to records, accounts, documents, information, facilities, and staff;
 - 7.3 any program or compliance reviews, or complaint investigations, or both, conducted by the City of Benton, or federal department or agency;
 - 7.4 record retention and reporting requirements, maintain and preserve all project records for a minimum of five (5) years and all requests for documents and materials in a timely, complete, and accurate manner; and

- 7.5 all other reporting, data collection, and evaluation requirements, as required by the City of Benton, prescribed by law, or detailed in program guidance.
- 8. <u>AMERICANS WITH DISABILITIES ACT</u>. The Foundation agree to comply with the requirements of the Americans with Disabilities Act and the Equal Employment Opportunity Act, and the regulations promulgated pursuant thereto, and to require such compliance in any contractual agreements with subcontractors. All construction shall be in compliance with the 2010 Standards for Accessible Design.
- 9. Governing Law. This MOA is governed by the laws of the state of Arkansas. Venue or any action related thereto shall lie exclusively in Saline County, Arkansas.
- 10. <u>Compliance with Laws</u>. The Foundation shall comply with all applicable federal, state, and local laws and regulations. In the event The City is a party to litigation as a consequence of the work which is the subject of this MOA, in whole or in part, of the Foundation, the Foundation agrees to assist and cooperate with the City in such litigation, as additional services under this MOA.
- 11. Copies Same as Original. This MOA shall be executed in the original, and any number of executed copies. Any copy of this MOA so executed shall be deemed an original and shall be deemed authentic for any other use.
- 12. <u>Captions</u>. All captions contained in this MOA are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this MOA.
- 13. Agreement Binding. This MOA shall be binding on agents, successors, and permitted assigns of the parties.
- 14. <u>Assignment</u>. The Foundation shall not assign or transfer any interest in this MOA without the prior written approval of the City.
- 15. <u>Authority to Execute Agreement</u>. The undersigned officials of the parties hereto are the properly authorized officials and have the necessary authority to execute this MOA on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other documentation extending said authority have been duly passed and are now in full force and effect.
- 16. Entire Agreement. This MOA may be modified only in a writing signed by the City and the Foundation.
 - 17. This MOA may be amended at any time by the written agreement of the parties.
- 18. No Waiver. No consent to, or waiver of, any breach of any provision of this MOA by the City shall be constructed as a consent to, or waiver of, any other breach of the same or any other provision hereof.
- 19. In the event any section, subsection, subdivision, paragraph, subparagraph, item, sentence, clause, phrase, or word of this MOA is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining provisions of the MOA, as if such invalid or unconstitutional provision was not originally a part of the MOA.

- 20. Nothing in this MOA shall be construed to waive the sovereign immunity of the City of Benton or any entities thereof.
- 21. This MOA is effective as of the date of the last signature and will remain valid until terminated by mutual agreement.

Benton Parks and Recreation Department	Parks and Recreation Foundation of Arkansas
By: Tom Farmer, Mayor	By:
Date:	Date:
ATTEST:	APROVED AS TO LEGAL FORM:
	By:
Cindy Stracener, City Clerk	Baxter Drennon, City Attorney

ORDINANCE NO. 1 OF 2022

AN ORDINACE AMENDING ORDINANCE NO. 84 OF 2019; ESTABLISHING A PERMANENT/LIFETIME ANIMAL LICENSE FOR DOGS OR CATS LIVING IN THE CITY OF BENTON; AND FOR OTHER PURPOSES

WHEREAS, Ordinance No. 84 of 2019 created the Benton Animal Control Code, which provides for the licensure of dogs and cats; and

WHEREAS, the City Council of the City of Benton, Arkansas, desires to amend the Benton Animal Control Code to establish a permanent/lifetime animal license for dogs and cats living in the city of Benton, Arkansas.

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

SECTION 1: The Benton Animal Control Code is hereby amended to add the following language:

Section 10. Licensing and Vaccination

Dog and Cat Licenses

As an alternative to the annual license fees described above, Applicants may pay one license fee for the lifetime of the dog or cat in the amounts set out below:

\$20.00 per sterilized dog or cat

\$40.00 per unsterilized dog or cat

Applicants for a lifetime license fee shall provide a current three-year rabies vaccination for the dog or cat on which the license is being obtained.

SECTION 2: All other provisions in the Benton Animal Control Code shall remain the same.

PASSED AND APPROVE	D, this day of January 202	22.
	Tom Farmer, Mayor	

RESOLUTION NO. 12 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 513 WEST ASHLEY STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901 the City of Benton, Arkansas, has corrected conditions existing on 513 W Ashley St. within the City, and it is entitled to compensation pursuant to Ark. Code Ann. §14-54-904;

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$1,922.80 (\$1,720.73 + Penalty \$172.07 + Filing Fee \$30.00) to be thereafter certified to the Saline County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for January 24, 2022, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

<u>SECTION 1</u>: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Saline County Tax Collector and Assessor by the City.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the	day of January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	



CITY OF BENTON

Community Development PO Box 607 Benton, Arkansas 72018

December 16, 2021

Alan Blakley 706 Edgehill Dr. Benton, AR 72015

Re: 513 W Ashley St. Benton, AR. 72015 (parcel 800-22241-000)

The City of Benton will be holding a hearing on January 24, 2022, to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance.

Said amount of expenses is \$ 1,922.80 (\$ 1,720.73 + Penalty \$172.07 + filing fee\$30.00)

Contact our office between the hours of 8:00 am and 4:00 pm (501)776-5938 with questions.

Bruce Thomas

City of Benton, Code Compliance

Cc: file

RESOLUTION NO. 13 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 305 SOUTH MAIN STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901 the City of Benton, Arkansas, has corrected conditions existing on 305 S Main St. within the City, and it is entitled to compensation pursuant to Ark. Code Ann. §14-54-904;

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$4,049.46 (\$3,654.05 + Penalty \$365.41 + Filing Fee \$30.00) to be thereafter certified to the Saline County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for January 24, 2022, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

SECTION 1: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Saline County Tax Collector and Assessor by the City.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this _____ day of January, 2022.

Cindy Stracener, City Clerk

•	The Transport Mayror
	Tom Farmer, Mayor



CITY OF BENTON

Community Development PO Box 607 Benton, Arkansas 72018

December 16, 2021

Stacey Venable 305 S Main St. Benton, AR 72015

Re: 305 S Main St. Benton, AR. 72015 (parcel 800-00690-000)

The City of Benton will be holding a hearing on January 24, 2022, to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance.

Said amount of expenses is \$ 4,049.46 (\$ 3,654.05 + Penalty \$365.41 + filing fee\$30.00)

Contact our office between the hours of 8:00 am and 4:00 pm (501)776-5938 with questions.

Bruce Thomas

City of Benton, Code Compliance

Cc: file

RESOLUTION NO. 14 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 823 RYAN STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901 the City of Benton, Arkansas has corrected conditions existing on 823 Ryan St. within the City and is entitled to compensation pursuant to Ark. Code Ann. §14-54-904;

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$3,849.07 (\$3,471.88 + Penalty \$347.19 + Filing Fee \$30.00) to be thereafter certified to the Saline County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for January 24, 2022, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

<u>SECTION 1</u>: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Saline County Tax Collector and Assessor by the City.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this	day of January, 2022.
	Tom Farmer, Mayor

Cindy Stracener, City Clerk



CITY OF BENTON

Community Development PO Box 607 Benton, Arkansas 72018

December 16, 2021

US Bank C/O Amanda Brooks 2800 Tamarack Rd. Owensboro, KY 42301

Re: 823 Ryan St. Benton, AR. 72015 (parcel 800-47333-000)

The City of Benton will be holding a hearing on January 24, 2022, to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance.

Said amount of expenses is \$ 3,849.07 (\$ 3,471.88 + Penalty \$347.19 + filing fee\$30.00)

Contact our office between the hours of 8:00 am and 4:00 pm (501)776-5938 with questions.

Bruce Thomas

City of Benton, Code Compliance

Cc: file

RESOLUTION NO. 15 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 3319 SILICA HEIGHTS ROAD AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

WHEREAS, in accordance with Ark. Code Ann. § 14-54-901 the City of Benton, Arkansas, has corrected conditions existing on 3319 Silica Heights Rd. within the City, and it is entitled to compensation pursuant to Ark. Code Ann. §14-54-904;

WHEREAS, State law also provides for a lien against the subject property, with the amount of lien to be determined by the City Council at a hearing held after the notice to the owner thereof by certified mail with said amount \$6,080.00 (\$5,500.00 + Penalty \$550.00 + Filing Fee \$30.00) to be thereafter certified to the Saline County Tax Collector; and

WHEREAS, a hearing for the purpose of determine such lien has been set for January 24, 2022, in order to allow for service of the attached notice of same upon the listed property owners, by certified or publication as necessary.

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

<u>SECTION 1</u>: That after said public hearing the amount listed above is hereby certified and is to be forwarded to the Saline County Tax Collector and Assessor by the City.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this the	day of January, 2022.
	Tom Farmer, Mayor

Cindy Stracener, City Clerk



CITY OF BENTON

Community Development PO Box 607 Benton, Arkansas 72018

December 16, 2021

Lucille Armstrong Trustee C/O Virginia Collins 4134 Scott Salem Rd. Benton, AR 72019

Re: 3319 Silica Heights Rd. Benton, AR. 72015 (parcel 805-11915-000)

The City of Benton will be holding a hearing on January 24, 2022, to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance.

Said amount of expenses is \$6,080.00 (\$5,500.00 + Penalty \$550.00 + filing fee \$30.00)

Contact our office between the hours of 8:00 am and 4:00 pm (501)776-5938 with questions.

Bruce Thomas

City of Benton, Code Compliance

Cc: file



CITY OF BENTON

Community Development PO Box 607 Benton, Arkansas 72018

December 16, 2021

Virginia Lucille Armstrong PO Box 927 Benton, AR 72018

Re: 3319 Silica Heights Rd. Benton, AR. 72015 (parcel 805-11915-000)

The City of Benton will be holding a hearing on January 24, 2022, to approve a resolution requesting the Saline County Tax Collector place a certified lien against the stated real property as a result of incurred expenses by the City of Benton in accordance with state law and City ordinance.

Said amount of expenses is \$ 6,080.00 (\$ 5,500.00 + Penalty \$550.00 + filing fee\$30.00)

Contact our office between the hours of 8:00 am and 4:00 pm (501)776-5938 with questions.

Bruce Thomas

City of Benton, Code Compliance

Cc: file

RESOLUTION NO. 16 OF 2022

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 6521 GRAYSON DRIVE AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

WHEREAS, the structure located at 6521 Grayson Drive, Benton, Arkansas, has been deemed a nuisance and unfit for human habitation, unsafe, unsanitary, and detrimental to the public safety, health, and welfare by Code Enforcement Officials for the City of Benton;

WHEREAS, the structure appears to be a single-story brown structure, which is approximately 1,500 square feet;

WHEREAS, from land documents, Midland Mortgage has owned the property for an indeterminant period of time, but at least since 2021;

WHEREAS, the structure has been inspected and issues thoroughly documented by Benton Code Enforcement, and a copy of their inspection findings is attached hereto as Exhibit 1; and

WHEREAS, after giving the owner and any mortgage or lienholder an opportunity to be heard in the presence of the City Council of the City of Benton, Arkansas, and in accordance with Ordinance No. 20 of 2021 and Arkansas State law, the City Council has determined this structure should be condemned.

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

SECTION 1: That after said opportunity to be heard, the structure located at 6521 Grayson Drive, Benton, Arkansas, has been condemned by vote of the City Council.

SECTION 2: That this decision is in the best interest of the public health, safety, and welfare.

SECTION 3: That it is the will of the City Council of the City of Benton, Arkansas, that the structure located at 6521 Grayson Drive, Benton, Arkansas, be razed thirty (30) days from today if it is still standing per the authority granted by Arkansas State law and any costs of the demolition be assessed to the property owner.

PASSED AND APPROVED this th	ne day of January 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	



CITY OF BENTON



Community Development PO Box 607 Benton, Arkansas 72018

December 6, 2021

Midland Mortgage C/O Laveannia Burton 999 NWQ Grand Blvd. Oklahoma City, OK 73118

Re: 6521 Grayson Dr. Benton, AR. 72019 (parcel 800-64303-000)

Dear Property Owner,

Real estate records indicate that you are the Mortgage holder of the above listed property. The building on this property is substandard and unfit for human habitation.

On January 24, 2022 at 6:00 p.m., the City Council of Benton, Arkansas will address final approval for condemnation of this structure, per City Ordinance 20 of 2021, section 10. This Ordinance states that any house, building and/or structure that is found and declared to be a nuisance by resolution will be condemned to insure the removal thereof as herein provided. As the owner, you are being notified of your right to be heard at the City Council meeting on the proposed Resolution declaring this house, building and/or structure to be a nuisance.

If the house, building and/or structure is condemned, the owner will have 30 days after Resolution is posted to tear down and remove all debris from the property. Failure to comply will result in the City of Benton, Arkansas removing the structure at the owner's expense.

Bruce Thomas

City of Benton, Code Compliance

Cc: file

USPS Tracking®

FAQs >

Track Another Package +

Tracking Number: 70172680000051059432

Remove X

Your item was delivered to an individual at the address at 9:59 am on December 9, 2021 in OKLAHOMA CITY, OK 73118.

✓ Delivered, Left with Individual December 9, 2021 at 9:59 am OKLAHOMA CITY, OK 73118 U.S. Postal Service[⊮] CERTIFIED MAIL® RECEIPT Get Updates V ហ xtra Sorvices & Foes (chec **Text & Email Updates** Adult Signature Required Adult Signature Restricted 디유덕근 **Tracking History** Total Postage and Feas December 9, 2021, 9:59 am Delivered, Left with Individual OKLAHOMA CITY, OK 73118 Your item was delivered to an individual at the address at 9:59 am on December 9, 2021 in OKLAHOMA CITY, OK 73118.

December 8, 2021 In Transit to Next Facility

December 7, 2021, 10:29 am
Departed USPS Regional Facility



6521 Grayson Dr.



ORDINANCE NO. 2 OF 2022

AN ORDINANCE TO ESTABLISH AND LAY OFF BENTON MUNICIPAL PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 131 (SEVERN LANDING AT HURRICANE LAKE), AND FOR OTHER PURPOSES

WHEREAS, a Petition to form Benton Municipal Property Owners' Multipurpose Improvement District No. 131 (Severn Landing at Hurricane Lake) has been filed with the Benton City Clerk; and

WHEREAS, the City Clerk has presented the petition to the Mayor; and

WHEREAS, the Mayor has set January 24, 2022, at 6:00 p.m. as the date and time for a hearing before the Benton City Council for consideration of the petition; and

WHEREAS, the Benton City Council has determined from an abstractor's certificate of property ownership that those signing the petition constitute all the owners of the real property to be located in said district; and

WHEREAS, the Arkansas Municipal Property Owners' Improvement District Law provides that if the governing body determines that all the owners of the real property to be located in the district have petitioned for the improvements, it shall then be its duty by ordinance to establish and lay off the district as defined in the petition and to appoint the commissioners named in the petition.

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

SECTION 1: That the real property described in Exhibit "1" attached hereto and made a part hereof is hereby established and laid off as Benton Municipal Property Owners' Multipurpose Improvement District No. 131 (Severn Landing at Hurricane Lake) for the purpose of constructing and installing facilities for waterworks, recreation, drainage, gas pipelines, underground trenches and excavations necessary for the installation of electric and telephone distribution systems, sanitary sewers, streets, including curbs and gutters, sidewalks, together with facilities related to any of the foregoing within said district.

SECTION 2: The following three individuals are hereby appointed as commissioners of said improvement district: Perry Young, David Chapman and Kevin Nguyen.

SECTION 3: The name of improvement district shall be Benton Municipal Property Owners' Multipurpose Improvement District No. 131 (Severn Landing at Hurricane Lake).

<u>SECTION 4</u>: The Benton City Council hereby determines that there is a need for additional infrastructure within the City and hereby determines that the passage of this ordinance will facilitate construction of additional infrastructure within the City.

PASSED AND APPROVED this	the day of January 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	



Exhibit A

SEVERN LANDING AT HURRICANE LAKE

That Part of the West half of the Southwest Quarter of the Southwest Quarter of Section 17, and part of the Southwest Quarter of Section 18, and part of the Northeast Quarter of the Northeast Quarter and part of the Northwest Quarter all in Section 19, and part of the Northwest Quarter of Section 20, all in Township 1 South, Range 14 West, Saline County, Arkansas, Described as follows:

Commencing at the Northeast comer of the Southeast Quarter of the Southeast Quarter of Section 18; thence S02°21 '38"W along the East line thereof a distance of 690.01 feet to the Northwest comer of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 17, said point also being the point of beginning; thence S89°44 '38" East along the North line thereof a distance of 430.78 feet; thence S47°35'59"W leaving said North line a distance of 49.81 feet; thence S05°12'07"E a distance of 125.34 feet; thence S13°39'21"W a distance of 69.16 feet; thence S09°41 '49"E a distance of 71.90 feet; thence S21°01 '51 "W a distance of 45.01 feet; thence S17°15'44"E a distance of 88.97 feet; thence S06°01 '38"E a distance of 137.03 feet; thence S52°01' 15"W a distance of 155.55 feet; thence Southwesterly, along a Curve 245.25 feet, Concave Northwesterly, having a Radius of 865.56 feet said Curve having a Chord direction of S60°08' 17"W and a Chord length of 244.43 feet; thence S32°10' 12"W a distance of 177.38 feet to a point at an elevation of 400 feet on the shore of Hurricane Lake: thence along said 400 foot elevation the following courses: thence N08°00'13"E a distance of 8.84 feet; thence N25°45'01 "E a distance of 40.85 feet; thence N09°54'08"E a distance of 26.82 feet; thence N27°57'57"E a distance of 15.00 feet; thence N69°48'54"W a distance of 45.94 feet; thence S05°39'58"W a distance of 47.17 feet; thence S58°03'20"W a distance of 26.41 feet; thence S88°32'25"W a distance of 50.17 feet; thence S56° 40'54"W a distance of 43.59 feet; thence S26°26'56"W a distance of 44.17 feet; thence S49°00'20"W a distance of 103.19 feet; thence S30° 44 '41 "E a distance of 46.02 feet; thence S59°20' 57"W a distance of 93.45 feet; thence S56°08' 59"W a distance of 87.36 feet; thence S52°04' 51 "W a distance of 17 .23 feet; thence N58°41 '49"W a distance of 68.07 feet; thence S55°48'W a distance of 60.25 feet; thence S60°50'24"W a distance of 90.41 feet; thence S61 °26'38"W a distance of 50.56 feet; thence S65°46'45"W a distance of 109.64 feet; thence S82°07'21 "W a distance of 72.66 feet; thence S86°04 '20"W a distance of 52.90 feet; thence N72°50' I 5"W a distance of 60.55 feet; thence N74°51 '02"W a distance of 84.90 feet; thence N87°13'05"W a distance of 59.11 feet; thence N83°08' 18"W a distance of 46.62 feet; thence N87°1 I '46"W a distance of 80.30 feet; thence N64°37'56"W a distance of 72.26 feet; thence N35°13'48"W a distance of 59.16 feet; thence N06°12'28"W a distance of 42.75 feet; thence N31 54'22"W a distance of 44.31 feet; thence N23°06'32"W a distance of 88. 76 feet; thence S56°24'46"W a distance of 34.26 feet; thence S16°00'28"W a distance of 108.45 feet; thence N59°27'48'W a thence N39°29'06"W a distance of 51.75 feet; feet: distance of?0.27 N52°45'54"Wadistance of54.81 feet; thence N53°53'01"W a distance of56.73 feet; thence N41 °24'45"W a distance of 63.29 feet; thence N31 °55'59"W a distance of 46.24 feet; thence N09°14'55"E a distance of 29.27 feet; thence N28°08' 09"E a distance of 51.44 feet; thence

N70°26' 53"W a distance of 31.46 feet; thence N58°37'03"W a distance of 58.65 feet; thence N53°23'43W a distance of 61.33 feet; thence N64°05'51"W a distance of 61.34 feet; thence N61°47'56"W a distance of 101.05 feet; thence S79°57'46"W a distance of 12.73 feet; thence S71 °38'17"W a distance of 52.69 feet; thence N84°17'55" West a distance of 92.16 feet; thence N57°08'39"W a distance of 27.09 feet; thence N14°56'39"W a distance of 111.47 feet; thence N38°50'53"W a distance of 38.42 feet; thence N09°56'16"W a distance of 46.80 feet; thence Nl3°53'53"W a distance of 62.12 feet; thence N26°38'28"E a distance of 43.11 feet; thence N24 °29'50"E a distance of 117 .26 feet; thence N02°44'01"W a distance of 90.32 feet; thence N25°49'36"W a distance of 63.43 feet; thence S76°27'31 "W a distance of 31.89 feet; thence SI0°18'47E a distance of 58.71 feet; thence S24°56'12"W a distance of 53.44 feet; thence S45°16'41 "W a distance of 33.64 feet; thence S85°39'43"W a distance of 25.16 feet; thence N67°33'12"W a distance of 15.99 feet; thence N34°58'39"W a distance of 43.36 feet; thence N39°03'44"W a distance of 50.37 feet; thence N36°57'29"W a distance of 67.27 feet; thence N38°48'13"W a distance of 65.03 feet; thence N33°45'30"W a distance of?0.47 feet; thence N35°13'18"W a distance of 69.22 feet; thence N43°41 '01 "W a distance of 66. 70 feet; thence N45° 44'28"W a distance of 58.49 feet; thence N22°33'08"W a distance of 65. 77 feet; thence N09°04'58"E a distance of 111.13 feet; thence N18°05'03"W a distance-of 45.33 feet; thence N11 °35'14"W a distance of 44.79 feet; thence N46°08'19"W a distance of 86.37 feet; thence N78°48'12"W a distance of 83.59 feet; thence N64°38'00"W a distance of 35.24 feet; thence N09°40'59'W a distance of? 4. 72 feet; thence N33°30' I0"W a distance of 55. 11 feet; thence N36°21' 12"W a distance of 34.20 feet; thence N43 °03 '21 "E leaving said elevation line a distance of 218.14 feet to the Northwest comer of the Southwest Quarter of the Southeast Quarter of Section. 18; thence S87°39'19"E along the North line thereof a distance of 1,318.64 feet to the Northeast comer of the Southwest Quarter of the Southeast Quarter thence S02°04 '07"W along the East line thereof a distance of 1,336.87 to the Southwest comer of the Southeast Quarter of the Southeast Quarter of Section 18; thence S87°10'39"E along the South line thereof a distance of 1,319.99 feet to the Southeast comer of the Southeast Quarter of the Southeast Quarter of Section 18; thence N02°22' 11 "E along the East line thereof a distance of 675. 71 feet to the point of beginning.

Subject to the Right of Way of Snow Cemetery Road and Severn Landing Road.



PETER G. KUMPE pkumpe@roselawfirm.com

DIRECT DIAL (501) 377-0345

January 10, 2022

Ms. Cindy Stracener (cindy.stracener@bentonar.org) Benton City Clerk P. O. Box 607 Benton, AR 72018

RE:

Benton Municipal Property Owners' Multipurpose Improvement District No. 131 (Severn Landing at Hurricane Lake) (Saline Co. No. CC 2022-2)

Dear Ms. Stracener:

Enclosed please find the Petition and Abstractor's Certificate which have been filed and assigned a number by the Saline County Clerk. Also enclosed is a proposed Ordinance to be considered by the City Council and Mayor at the earliest possible City Council meeting.

Please advise when this will be placed on the agenda, and don't hesitate to contact me if you need anything else.

Cordially yours,

ROSE LAW FIRM, a Professional Association

Peter G. Kumpe

PGK:rch

Encls.

cc w/encls.:

Baxter Drennon, Esq.

Bryant City Attorney

NOTICE

ZUZZ JAN - 7 PM 12: 4

SALINE COUNTY PROBATE COUNTY CLERK DOUG CURT

YOUR SIGNATURE HEREON SHOWS THAT YOU FAVOR THE ESTABLISHMENT OF AN IMPROVEMENT DISTRICT. IF THE DISTRICT IS FORMED, YOU MAY BE CHARGED FOR THE COST OF THE IMPROVEMENTS.

CC#2022-2

For its Petition to form Benton Municipal Property Owners' Multipurpose Improvement District No. (Severn Landing at Hurricane Lake), the undersigned petitioner states:

1. Petitioner is the record title owner to all of the real property described in Exhibit "A" attached hereto and made a part hereof as reflected by the deed records in the Office of the Circuit Clerk and Ex-Officio Recorder of Saline County, Arkansas. All of said property is located within the corporate limits of the City of Benton.

- 2. Petitioner desires that the real property described in Exhibit "A" attached hereto and made a part hereof be laid off into a Municipal Property Owners' Improvement District pursuant to Ark. Code Ann. Sections 14-94-101 et seq. for the purpose of (a) maintaining the drainage areas and detention ponds in the subdivision, (b) constructing waterworks, sewers, recreational facilities and systems of gas pipelines, and (c) grading, draining, paving, curbing, and guttering street and laying sidewalks, together with facilities related to any of the foregoing within said district, and for all other purposes permitted by law.
- 3. Petitioner names the following three individuals to be appointed as commissioners of the district: Perry Young, David Chapman and Kevin Nguyen.
- 4. Petitioner proposes that the name of the district be Benton Municipal Property Owners' Multipurpose Improvement District No. (Severn Landing at Hurricane Lake).
- 5. Petitioner states that there is outstanding debt owed by NUOC Developers LLC to First Security Bank, Bryant, Arkansas, which is secured by the property described in Exhibit "A."

WHEREFORE, the undersigned petition the City Council of Benton, Arkansas, to enact an ordinance establishing and laying off the real property described in Exhibit "A" attached hereto and made a part hereof into Benton Municipal Property Owners' Multipurpose Improvement District No. (Severn Landing at Hurricane Lake) for the purpose of (a) maintaining the drainage areas and detention ponds in the subdivision, (b) constructing waterworks, sewers, recreational facilities, and systems of gas pipelines, and (c)

grading, draining, paving, curbing and guttering streets and laying sidewalks, together with facilities related to any of the foregoing within said district, and for all other purposes permitted by law.

DATED this 28th day of December 2021.

NUOC DEVELOPERS LLC:

By:

Perry Young
Managing Member

RECEIVED & FILED

2022 JAN -7 PM 12: 48

ABSTRACTOR'S CERTIFICATE OF PROPERTY OWNERSHIP
SALINE COUNTY PROBATE
COUNTY CLERK DOUG CURT

The undersigned hereby certifies that the deed records in the office of the Circuit.

Clerk and Ex-Officio Recorder of Saline County, Arkansas, reflect that:

- (1) NUOC Developers LLC is the record title owner of all the real property described in Exhibit "A" to the Petition to Form Benton Municipal Property Owners' Multipurpose Improvement District No. (Severn Landing at Hurricane Lake), a copy of which Exhibit "A" is attached hereto and made a part hereof.
- (2) First Security Bank, Bryant, Arkansas, holds a first mortgage lien on more than ten percent (10%) of the real property described in Exhibit A.

DATED this 28 day of December 2021.

REALTY TITLE

By: Bil Wy #1684)572

EXHIBIT A

SEVERN LANDING AT HURRICANE LAKE

That Part of the West half of the Southwest Quarter of the Southwest Quarter of Section 17, and part of the Southwest Quarter of Section 18, and part of the Northeast Quarter of the Northwest Quarter all in Section 19, and part of the Northwest Quarter all in Section 19, and part of the Northwest Quarter of Section 20, all in Township 1 South, Range 14 West, Saline County, Arkansas, Described as follows:

Commencing at the Northeast comer of the Southeast Quarter of the Southeast Quarter of Section 18; thence S02°21'38"W along the East line thereof a distance of 690.01 feet to the Northwest comer of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 17, said point also being the point of beginning; thence S89°44 '38" East along the North line thereof a distance of 430,78 feet; thence S47°35'59"W leaving said North line a distance of 49.81 feet; thence S05°12'07"E a distance of 125.34 feet; thence S13°39'21'W a distance of 69.16 feet; thence S09°41 '49"E a distance of 71.90 feet; thence S21°01'51 "W a distance of 45.01 feet; thence S17°15'44"E a distance of 88.97 feet; thence S06°01 '38"E a distance of 137.03 feet; thence S52°01' 15"W a distance of 155.55 feet; thence Southwesterly, along a Curve 245.25 feet, Concave Northwesterly, having a Radius of 865.56 feet said Curve having a Chord direction of S60°08' 17"W and a Chord length of 244.43 feet; thence S32°10' 12"W a distance of 177.38 feet to a point at an elevation of 400 feet on the shore of Hurricane Lake; thence along said 400 foot elevation the following courses: thence N08°00'13"E a distance of 8.84 feet; thence N25°45'01 "Ea distance of 40.85 feet; thence N09°54'08"E a distance of 26.82 feet; thence N27°57'57"E a distance of 15.00 feet; thence N69°48'54"W a distance of 45.94 feet; thence S05°39'58"W a distance of 47.17 feet; thence S58°03'20"W a distance of26.41 feet; thence S88°32'25"W a distance of 50.17 feet; thence S56°40'54'W a distance of 43.59 feet; thence S26°26'56'W a distance of 44.17 feet; thence S49°00'20'W a distance of 103.19 feet; thence S30°44 '41 "E a distance of 46.02 feet; thence S59°20' 57"W a distance of 93.45 feet; thence S56°08' 59"W a distance of 87.36 feet; thence S52°04' 51 "W a distance of 17 .23 feet; thence N58°41 '49"W a distance of 68.07 feet; thence S55°48'W a distance of 60.25 feet; thence S60°50'24"W a distance of 90.41 feet; thence S61 °26'38"W a distance of 50.56 feet; thence S65°46'45"W a distance of 109.64 feet; thence S82°07'21 "W a distance of 72.66 feet; thence S86°04 '20"W a distance of 52.90 feet; thence N72°50' I 5"W a distance of 60.55 feet; thence N74°51 '02"W a distance of 84.90 feet; thence N87°13'05'W a distance of 59.11 feet; thence N83°08' 18"W a distance of 46.62 feet; thence N87°1 I '46"W a distance of 80.30 feet; thence N64°37'56"W a distance of 72.26 feet; thence N35°13'48"W a distance of 59.16 feet; thence N06°12'28"W a distance of 42.75 feet; thence N31 °54'22"W a distance of 44.31 feet; thence N23°06'32"W a distance of 88.76 feet; thence S56°24'46"W a distance of 34.26 feet; thence S16°00'28'W a distance of 108.45 feet; thence N59°27'48'W a distance of70.27 feet; thence N39°29'06'Wadistance of 51.75 feet; thence N52°45'54"Wadistance of 54.81 feet; thence N53°53'01'W a distance of56.73 feet; thence N41 °24'45'W a distance of 63.29 feet; thence N31 °55'59"W a distance of 46.24 feet; thence N09°14'55"E a distance of29,27 feet; thence N28°08' 09"E a distance of 51.44 feet; thence N70°26' 53"W a distance of 31.46 feet; thence N58°37'03"W a distance of 58.65 feet; thence N53°23'43W a distance of 61.33 feet; thence N64°05'51"W a distance of61.34 feet; thence N61°47'56"W a distance of 101.05 feet; thence S79°57'46"W a distance of 12.73 feet; thence S71 °38'17"W a distance of 52.69 feet; thence N84°17'55" West a distance

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Subject to the Right of Way of Snow Cemetery Road and Severn Landing Road.

ORDINANCE NO. 3 OF 2022

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE ALL NECESSARY EQUIPMENT NEEDED FOR BENTON UTILITIES WATER PLANT TO REMOVE, REPLACE OR REPAIR DETEIERATED PIPING AND ELBOWS ON #10, #11, AND #12 EFFLUENT PIPING LOCATED IN THE WEST WING OF THE BUILDING AND REMOVE, REPLACE OR REPAIR DETERIERATE BACKWASH 90'S THROUGHOUT EAST FILTER BUILDING (FILTERS 1-6) AND FILTERS 7-9 IN THE WEST FILTER BUILDING; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES

WHEREAS, it has been determined that ratifying the purchase of all necessary equipment needed for Benton Utilities Water Plant to remove, replace or repair deteriorated piping and elbows on #10, #11, and #12 effluent piping located in the west wing of the building and remove, replace, or repair deteriorated backwash 90's throughout east filter building (filters 1-6) and filters 7-9 in the west filter building is needed immediately in order to continue providing needed services to the community;

WHEREAS, The Mayor and the City Council of the City of Benton, Arkansas have determined that the Benton Utilities should purchase all necessary equipment needed for Benton Utilities Water Plant to remove, replace, or repair deteriorated piping and elbows on #10, #11, and #12 effluent piping located in the west wing of the building and remove, replace, or repair deteriorated backwash 90's throughout east filter building (filters 1-6) and filters 7-9 in the west filter building without competitive bidding in connection therewith; and

WHEREAS, The City Council wishes to authorize and approve transaction described below

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

SECTION 1: It is in the best interest of the City to purchase all necessary equipment needed for Benton Utilities Water Plant to remove, replace, or repair deteriorated piping and elbows on #10,#11, and #12 effluent piping located in the west wing of the building and remove, replace or repair deteriorated backwash 90's throughout east filter building (filters 1-6) and filters 7-9 in the west filter building from Crow Group, Inc., PO Box 1800, Morrilton, AR 72110; copies of said quote and supporting documents are attached to this ordinance and incorporated herein by reference. Benton Utilities is authorized and directed to

purchase from the vendors set out in said quote all necessary equipment needed for Benton Utilities Water Plant to remove, replace, or repair deteriorated piping and elbows on #10, #11, and #12 effluent piping located in the west wing of the building and remove, replace, or repair deteriorated backwash 90's throughout east filter building (filters 1-6) and filters 7-9 in the west filter building at a cost not to exceed \$186479.42. All actions of the Benton Utilities Department in pursuing the purchase authorized herein from Crow Group, Inc., prior to the formal adoption of this ordinance is hereby confirmed, ratified, and approved.

<u>SECTION 2</u>: Because the equipment needed is unique, the requirement of competitive bidding for the purchase hereby authorized is deemed not feasible or practical and, therefore, is waived.

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute such additional documentation as may be necessary or convenient to affect the purposes of this ordinance.

SECTION 4: The immediate entry into, implementation of, and payment for the purchase of all necessary equipment needed for Benton Utilities Water Plant to remove, replace, or repair deteriorated piping and elbows on #10, #11, and #12 effluent piping located in the west wing of the building and remove, replace, or repair deteriorated backwash 90's throughout east filter building (filters 1-6) and filters 7-9 in the west filter building is authorized herein, and the ratification of actions taken to date, are necessary for the City to properly and timely perform tasks required of the Benton Utilities Department currently underway, and any delay in the same adds intolerable inconvenience to the delivery of necessary services to the public. 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 January, 2022.

Tom Farmer, Mayor
, ,



Change Request Proposal

2064 / Benton WTP Pipe & Filters Project: 1314 Venturi Drive (name and Benton, AR 72019 address) Customer: Benton Public Utility Comm. Notice to Proceed Submitted date: Received date: Submitted date: 01/17/22 Due date: Submitted amount: 41,284.18

Change request number: Description:

Origination date:

Proposed

01/17/22

Remove, Replace detierated piping and elbow on #10, #11, and #12 Effluent piping located in

the west filter building.

EXHIBIT

A	
Quotation	
adoration	

Requested days delay:

Notes

Remove/Replace BW 90s, 8" & 10" lines for filters 10, 11, and 12 in the Eas Filter Building.

•	
Revenue Detail	

Revenue Billing Item Description 41,284.18 Filters 10-12 BW 90 Replace CR-003

> 41,284.18 Total Revenue For CR 0003

Approvals Benton Public Utility Comm. Crow Group, Inc. Authorized Representative: Date:



Change Request Proposal

Project:	2064 / Benton WTP Pipe & Filters 1314 Venturi Drive	Change request number:	004
(name and address)	Benton, AR 72019	Description:	Remove/Replace detierated backwash 90s throughout East filter building (Filters 1-6) and Filters 7-9 in West filter building.
Customer:	Benton Public Utility Comm.		
Notice to Pr	oceed	Status:	Proposed
Submitted date		Origination date:	01/17/22
Received bate,			•
Quotation			
Submitted date Due date:			
Submitted amo	ount: 145,195.24		
Requested day	vs delay: 0		
Notes			
R	•		
Revenue Det	tail		
Billing It	tem Description		Revenue
		Billing Total	145,195.24
	,	Total Revenue For CF	004 145,195.24
· · ·		Approvals	
Benton Public I	-	Crow Group, Inc.	
Ву:		Ву:	
			

ORDINANCE NO. 4 OF 2022

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE OF ELECTRIC TRANSFORMERS FOR THE BENTON UTILITIES ELECTRIC DEPARMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

WHEREAS, it has been determined that ratifying the purchase of electric transformers by the Benton Utilities Electric Department is needed immediately in order to continue providing needed services to the community; and

WHEREAS, the Mayor and the City Council of the City of Benton, Arkansas, have determined that the City should purchase any needed transformers for the Benton Utilities Electric Department, without competitive bidding in connection therewith; and

WHEREAS, the City Council wishes to authorize and approve the transaction described below.

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

SECTION 1: It is in the best interest of the City to purchase electric transformers from any of the said companies on the attached exhibit. The Benton Utilities Electric Department is authorized and directed to purchase, from the vendors set out in attached exhibit, transformers needed to continue operation of the Benton Utilities Electric Department. All Actions of the Benton Utilities Electric Department in pursuing the purchase authorized herein prior to the formal adoption of this ordinance is hereby confirmed, ratified, and approved.

SECTION 2: The requirement of competitive bidding for the purchases hereby authorized is deemed not feasible or practical and, therefore, is waived.

<u>SECTION 3</u>: The Mayor and City Clerk are hereby authorized and directed to execute such additional documentation as may be necessary or convenient to affect the purpose of this ordinance.

<u>SECTION 4</u>: The immediate entry into, implementation of, and payment for the purchase of necessary transformers is authorized herein, and the ratification of actions taken to date, are necessary for the City to properly and timely perform tasks required of the Benton Electric Department currently underway, and

any delay of necessary services to the public. 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 January, 2022.
	Tom Farmer, Mayor
Cindy Stracener, City Clerk	

BENTON CITY COUNCIL AGENDA January 24, 2022

IMMEDIATLEY FOLLOWING AGENDA MEETING

1.	CALL TO ORDER	Mayor Tom Farmer
II.	INVOCATION	Chaplain Tamra Gore
III.	PLEDGE OF ALLEGIANCE	Council Member Reed
IV.	ROLL CALL	City Clerk
V.	APPROVAL OF MINUTES	December 20, 2021 Regular Meeting
VI.		MEETING AGENDA, AND ONDUCTING COUNCIL AND

VII. COMMITTEE REPORTS & MOTIONS

1. FINANCE COMMITTEE

CATT MO OBBED

Council Member Morrow

RESOLUTION NO. 2 OF 2022

A RESOLUTION AUTHORIZING THE CITY THE ENTER INTO A CONTRACT WITH BLACK, CORLEY, OWENS & HUGHES, PA FOR PROVIDING ARCHITECTURAL AND ENGINEERING SERVICES TO THE CITY: AND FOR OTHER PURPOSES

RESOLUTION NO. 3 OF 2022

A RESOLUTION AUTHORIZING THE BENTON DISTRICT COURT TO DESTROY CERTAIN RECORDS PRIOR TO 2011; AND FOR OTHER PURPOSES

RESOLUTION NO. 4 OF 2022

A RESOLUTION DECLARING CERTAIN POLICE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

RESOLUTION NO. 5 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH THE SALINE COUNTY CAREER TECHNICAL CAMPUS FOR THE PLACEMENT OF ONE SCHOOL RESOURCE OFFICER WITHIN THE DISTRICT FOR A FOUR-YEAR PERIOD, BEGINNING WITH THE 2022-2023 SCHOOL YEAR; AND FOR OTHER PURPOSES

RESOLUTION NO. 6 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF LIEUTENANT LISA STUART TO THE CITIZENS OF BENTON AND AWARDING HER BADGE AND DUTY WEAPON IN RECOGNITION OF THOSE SERVICES; AND FOR OTHER PURPOSES

RESOLUTION NO. 7 OF 2022

A RESOLUTION RECOGNIZING THE SERVICES OF DETECTIVE MICHAEL TEAGUE TO THE CITIZENS OF BENTON AND AWARDING HIM HIS BADGE AND DUTY WEAPON IN RECOGNITION OF THOSE SERVICES; AND FOR OTHER PURPOSES

RESOLUTION NO. 8 OF 2022

A RESOLUTION DECLARING CERTAIN PARKS & RECREATION AND STREETS & DRAINAGE DEPARTMENT PROPERTY AS SURPLUS; AND AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION

2. PARKS COMMITTEE

Council Member Hart

RESOLUTION NO. 9 OF 2022

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH MVP SPORTS PHOTOGRAPHY FOR PROVIDING PHOTOGRAPHY SERVICES TO THE CITY OF BENTON PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

RESOLUTION NO. 10 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH NUOC DEVELOPMENT FOR THE CONSTRUCTION OF A PARK IN SEVERNS LANDING AT HURRICANE LAKE; AND FOR OTHER PURPOSES

RESOLUTION NO. 11 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PARKS AND RECREATION FOUNDATION OF ARKANSAS FOR THE DEVELOPMENT OF A MOUNTAIN BIKE TRAIL IN THE CITY OF BENTON; WAIVING COMPETITIVE BIDDING; AND FOR OTHER PURPOSES

3. COMMUNITY SERVICE/

ANIMAL CONTROL

Council Member Reed

ORDINANCE NO. 1 OF 2022

AN ORDINACE ESTABLISHING A PERMANENT/LIFETIME ANIMAL LICENSE FOR DOGS OR CATS LIVING IN THE CITY OF BENTON

RESOLUTION NO. 12 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 513 WEST ASHLEY STREET AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 13 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 305 SOUTH MAIN STREET AS A RESULT

OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 14 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LCATED AT 823 RYAN STREETAS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 15 OF 2022

A RESOLUTION TO REQUEST THE SALINE COUNTY TAX COLLECTOR PLACE A CERTIFIED LIEN AGAINST REAL PROPERTY LOCATED AT 3319 SILICIA HEIGHTS ROAD AS A RESULT OF INCURRED EXPENSES BY THE CITY OF BENTON IN ACCORDANCE WITH STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 16 OF 2022

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 6521 GRAYSON DRIVE AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

ORDINANCE NO. 2 OF 2022

AN ORDINANCE TO ESTABLISH AND LAY OFF BENTON MUNICIPAL PROPERTY OWNERS' MULTIPURPOSE IMPROVEMENT DISTRICT NO. 131 (SEVERN LANDING AT HURRICANE LAKE), AND FOR OTHER PURPOSES

- 4. STREET & DRAINAGE COMMITTEE Council Member Hamm
- 5. PERSONNEL/HEALTH & SAFETY COMMITTEE

Council Member Donnor

6. PUBLIC UTILITIES COMMISSION Council Member Lee ORDINANCE NO. 3 OF 2022
AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE ALL NECESSARY EQUIPMENT NEEDED FOR BENTON UTILITIES WATER PLANT TO REMOVE, REPLACE OR REPAIR DETEIERATED PIPING AND ELBOWS ON #10, #11, AND #12 EFFLUENT PIPING LOCATED IN THE WEST WING OF THE BUILDING AND REMOVE, REPLACE OR REPAIR DETERIERATE BACKWASH 90'S THROUGHOUT EAST FILTER BUILDING (FILTERS 1-6) AND FILTERS 7-9 IN THE WEST FILTER BUILDING; DECLARING AN EMERGENCY; AND, FOR OTHER PURPOSES

ORDINANCE NO. 4 OF 2022

AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING AND RATIFYING THE PURCHASE OF ELECTRIC TRANSFORMERS FOR THE BENTON UTILITIES ELECTRIC DEPARMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

7. P&Z COMMISSION

Council Member Freeman

VIII. Old Business

IX. Public Comments

X. Elected Officials Service Recognition

XI. State of the City

XII. Adjourn

PARK CONSTRUCTION AGREEMENT

THIS PARK CONSTRUCTION AGREEMENT ("Agreement") is made and entered into as of this ____ day of January, 2022, by and among the City of Benton, Arkansas ("City"), and [NUOC Development] "Owner").

WHEREAS, the City desires to construct additional park facilities, including pocket parks within neighborhoods; and

WHEREAS, Owner is developing a neighborhood to be known as [Severns Landing at Hurricane Lake] ("Neighborhood"); and

WHEREAS, Owner desires for the City to construct a park in Neighborhood and to aid in that construction has agreed to donate the land for the park and to pay some portion of the costs for constructing the park; and

WHEREAS, in exchange for Owner's donation of land and payment of costs, the City had agreed to construct a park and to ultimately maintain the park.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby state as follows:

- 1. <u>Donation of Property</u>. For and in exchange for the construction of a park as set forth herein, Owner does hereby irrevocably transfer, assign, convey, grant, bargain, sell, and deliver to the City, without recourse, all of Owner's right, title, and interest in the property described in the attached Exhibit 1 ("Property").
- 2. <u>Construction of a Park</u>. For and in exchange of the transfer of the Property, the City agrees to construct and maintain a public park on the Property.
- 3. <u>Timing of Construction and Reverter</u>. The City and Owner agree that construction of the park will be in accordance with the City's timeline for park construction and likely will not begin until 2024. Any failure on the part of the City to begin construction prior to January 1, 2025, may result in ownership of the Property reverting to Owner, at its discretion.
- 4. <u>Design of the Park</u>. Except as referenced herein, the design of the park shall be based upon the mutual agreement of the City and Owner, with the long-term maintenance costs given a priority in the design.
- 5. <u>Costs of Construction</u>. After a design for construction is agreed upon, a budget for construction shall be prepared. Of that budgeted amount, the City shall contribute \$350,000 towards the costs of construction. All additional costs of construction shall be borne by Owner. To account for this, Owner shall pay fifty (50) percent of its anticipated allocation of the construction costs as the first dollars

towards construction. Then, the City shall pay its \$350,000 towards construction, with Owner paying the remaining costs to complete construction.

- 6. <u>Costs of Design</u>. Any costs associated with the design of the park shall be borne by the City and Owner in equal portion.
- 7. <u>Compliance with the Law</u>. Nothing herein exempts either party from fully complying with Arkansas procurement law.
- 8. <u>Failure to Pay</u>. If owner fails to pay its initial portion of the costs of construction, the City shall be entitled to revise the design of the park at its discretion. If owner fails to pay the final portion of the costs of construction, the City shall take action to limit the final construction costs and pay the costs necessary to finish construction. The City shall be entitled to recover any payments it makes over \$350,000 from owner.
- 9. Representations of Title. Owner hereby covenants, represents, and warrants that it owns and has good and marketable title to the Property, free and clear of all liens, security interests, or restrictions on transfer; that Owner has taken all steps required to consummate this transaction; and that title to the Property will be irrevocably vested in Owner upon Owner's execution of an appropriate deed.
- 10. <u>Miscellaneous</u>. This Agreement shall be binding upon and inure to the benefit of the City and Owner and their respective legal representatives, successors, and assigns. Headings of the Articles and Sections of this Agreement are for convenience of the reader only, and shall be given no substantive or interpretive effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, without regard to the principles of conflicts of laws thereof. For the consideration aforesaid, Owner, for itself and its successors and assigns, covenants with the City, its successors and assigns, that Owner, and its successors and assigns, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts and instruments that the City may reasonably request in order to more fully effectuate the provisions of this Agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows.]

SIGNATURE PAGE

TO

PARK CONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, the City and Owner have caused this Park Construction Agreement to be executed on the date first above written.

OWNER:	CITY:
[NUOC DEVELOPMENT]	CITY OF BENTON, ARKANSAS
BY:	
	BY:
BY:	Tom Farmer, Mayor
	BY:
	Cindy Stracener, City Clerk

RESOLUTION NO. 10 OF 2022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH NUOC DEVELOPMENT FOR THE CONSTRUCTION OF A PARK IN SEVERNS LANDING AT HURRICANE LAKE; AND FOR OTHER PURPOSES

WHEREAS, the City Council has determined that it needs to enter into an agreement with NUOC Development which will aid in the development and construction of a park in Severns Landing at Hurricane Lake that is in the City of Benton.

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 agreement with NUOC Development which is attached hereto as Exhibit "1" and to execute such other documents as may be necessary or convenient to accomplish the purpose of this resolution.

PASSED AND APPROVED this the _____ day of January, 2022.

	Tom Farmer, Mayor	
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ly Stracener, City Clerk		