

**BENTON CITY COUNCIL**  
**November 22, 2021**  
**6:00 PM**  
**AGENDA**

- |             |  |   |
|-------------|--|---|
| <b>I.</b>   | <b>CALL TO ORDER</b>   | <b>Mayor Tom Farmer</b>                           |
| <b>II.</b>  | <b>INVOCATION</b>  | <b>Holland Chapel Prayer Group</b>                |
| <b>III.</b> | <b>PLEDGE OF ALLEGIANCE</b>  | <b>Council Member Freeman</b>                     |
| <b>IV.</b>  | <b>ROLL CALL</b>   | <b>City Clerk</b>                                 |
| <b>V.</b>   | <b>APPROVAL OF MINUTES</b>   | <b>October 25, 2021</b><br><b>Regular Meeting</b> |
|             |  |   |
| <b>VI.</b>  | <b>ORDINANCE NO. 71 OF 2021</b>  | <b>Mayor Tom Farmer</b>                           |
|             | <b>AN ORDINANCE PERMITTING THE BENTON POLICE DEPARTMENT TO CHARGE FOR RESPONDING TO CERTAIN REQUESTS UNDER THE ARKANSAS FREEDOM OF INFORMATION ACT; AND FOR OTHER PURPOSES</b>   |   |
|             |  |   |
| <b>VII.</b> | <b>COMMITTEE REPORTS &amp; MOTIONS</b>   |   |
| <b>1.</b>   | <b>FINANCE COMMITTEE</b>   | <b>Council Member Morrow</b>                      |
|             | <b>RESOLUTION NO. 104 OF 2021</b><br><b>A RESOLUTION ADOPTING THE 2022 BUDGET FOR THE GENERAL FUND, ANIMAL CONTROL, PARKS, AND STREETS; ESTABLISHING A PROCEDURE FOR REVISING THE SAME; AND FOR OTHER PURPOSES</b>   |   |
|             | <b>RESOLUTION NO. 105 OF 2021</b><br><b>A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE PAYMENT OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION JUDGE’S SALARY; AUTHORIZING PAYMENTS OF \$35,651.60 FOR CALENDAR YEAR 2022; AND FOR OTHER PURPOSES</b> |   |
|             | <b>RESOLUTION NO. 106 OF 2021</b><br><b>A RESOLUTION DELEGATING THE RESPONSIBILITY FOR THE COLLECTION OF DELINQUENT DISTRICT COURT FINES, FEES, AND COURT COSTS; AND FOR OTHER PURPOSES</b>  |   |
|             | <b>ORDINANCE NO. 72 OF 2021</b><br><b>AN ORDINANCE SETTING THE SALARY FOR THE OFFICE OF CITY CLERK; AND FOR OTHER PURPOSES</b>   |   |

2. PARKS COMMITTEE

Council Member Hart

RESOLUTION NO. 107 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF SALINE COUNTY, INC. FOR PROVIDING SERVICES TO THE YOUTH OF BENTON; AND FOR OTHER PURPOSES

RESOLUTION NO. 108 OF 2021

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF SALINE COUNTY, INC. FOR PROVIDING CERTAIN RECREATIONAL SERVICES TO THE YOUTH OF BENTON; AND FOR OTHER PURPOSES

ORDINANCE NO. 73 OF 2021

AN ORDINANCE SETTING THE 2022 PROGRAMMING RATES FOR THE PARKS AND RECREATION DEPARTMENT; AND FOR OTHER PURPOSES

ORDINANCE NO. 74 OF 2021

AN ORDINANCE ESTABLISHING POLICIES FOR SPONSORSHIPS AND SETTING RATES FOR SPONSORSHIPS FOR YOUTH AND ADULT PROGRAMS;

3. COMMUNITY SERVICE/  
ANIMAL CONTROL

Council Member Reed

RESOLUTION NO. 109 OF 2021

A RESOLUTION EXEMPTING NEW YEAR'S EVE BALL DROP ACTIVITIES FROM ORDINANCE NO. 29 OF 2007; AND FOR OTHER PURPOSES

RESOLUTION NO. 110 OF 2021

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 513 WEST ASHLEY STREET AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

RESOLUTION NO. 111 OF 2021

A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 511 SOUTH THIRD STREET AND FOR CODE ENFORCEMENT TO RAZE SAID PROPERTY IN ACCORDANCE WITH ARKANSAS STATE LAW AND CITY ORDINANCE; AND FOR OTHER PURPOSES

ORDINANCE NO. 75 OF 2021

AN ORDINANCE AMENDING ORDINANCE NO. 1 OF 1978 CREATING A SPECIAL PERMIT FOR MISTLETOE MARKET; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES



4. STREET & DRAINAGE COMMITTEE Council Member Hamm

5. PERSONNEL/HEALTH &  
SAFETY COMMITTEE Council Member Donnor

RESOLUTION NO. 112 OF 2021

A RESOLUTION SUPPORTING THE CREATION OF AN INCOME TAX CREDIT FOR LAW ENFORCEMENT OFFICERS IN THE STATE OF ARKANSAS.

ORDINANCE NO. 76 OF 2021

AN ORDINANCE ADOPTING AN AMENDMENT TO BENTON UTILITIES EMPLOYEE PENSION PLAN AND TRUST; AND FOR OTHER PURPOSES

6. PUBLIC UTILITIES COMMISSION Council Member Lee

8. IT COMMITTEE Council Member Brown

9. P&Z COMMISSION Council Member Freeman

RESOLUTION NO. 113 OF 2021

A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF PAM GIBSON AS COMMISSIONER TO THE CITY OF BENTON PLANNING & ZONING COMMISSION; AND FOR OTHER PURPOSES

ORDINANCE NO. 77 OF 2021

AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A CHURCH LOCATED AT 19927 INTERSTATE 30 SOUTH; AND FOR OTHER PURPOSES

ORDINANCE NO. 78 2021

AN ORDINANCE AMENDING ORDINANCE 66 OF 2013; AMENDING THE SUBDIVISION RULES AND REGULATIONS WITHIN THE CITY OF BENTON, ARKANSAS, RELATED TO FINAL PLAT APPROVAL; AND FOR OTHER PURPOSES

VIII. Old Business

IX. Public Comments

X. Adjourn

**MINUTES OF THE BENTON CITY COUNCIL**  
**Regular Session**  
**October 25, 2021**  
**Benton Municipal Complex**

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

**Bro. Ryan McDaniel gave the invocation.**

**Council Member Hamm 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 Judd Hart  
Council Member Steve Lee  
Cindy Stracener, City Clerk  
Tom Farmer, Mayor**

**Council Member Steve Brown  
Council Member Evelyn Reed  
Council Member Jeff Morrow  
Council Member Shane Knight  
Council Member Jeff Hamm  
Baxter Drennon, City Attorney**

**When roll was called ten (10) council members were present. A quorum was declared.**

**Council Member Hart made a motion to approve the September 27, 2021, council meeting minutes. Seconded by Council Member Hamm. The Mayor called for a voice vote. All council members present voted in the affirmative. The minutes were approved with 10 affirmative votes.**

**New Benton Police Officers were sworn in by Judge Josh Farmer.**

**The Mayor stated that Resolution 102 of 2021 was moved up to first on the agenda in the agenda meeting. Council Member Reed made a motion to read and adopt Resolution 102 of 2021 – A Resolution Recognizing the Importance of Families and Life; Affirming the City of Benton’s Commitment to Families and Life; and to Designate the City of Benton, Arkansas, as a Pro-Life City; and For Other Purposes. Seconded by Council Member Knight. The Mayor stated that he was 100% behind this resolution to allow people to know that the city of Benton is a Pro-Life Community. In 2019 we put our first baby box in, because we wanted to offer all mothers the opportunity to give their baby a safe place to be placed to allow them to have the opportunity that is provided in America’s Declaration of Independence which states: We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain inalienable rights, that among these are life, liberty and the pursuit of happiness. I just happen to know the grandparents of the baby left in that baby box. They have personally shared with me what a blessing that baby is for their children who adopted the baby and what a blessing the baby is for them as grandparents. We are breaking ground on Fire Station 6 at Exit 114 and the money has already been raised to put a baby box in that fire station. Both boxes promote a right to life because it gives mothers an option of life for her baby without any judgement. These baby boxes also give babies a chance to pursue**



a life of happiness. I know a couple who were advised to have an abortion because according to the doctors the baby would be born deformed and possibly mentally retarded. The parents chose after prayer and discussion to have and love the baby regardless of the baby's condition. That baby is a judge in his local community today. We are definitely a pro-life community, through the baby boxes and the parks where we promote family. The Quorum Court has already passed a similar resolution for our county.

The Mayor asked all in the audience who support the pro-life and pro-family resolution to stand. Twenty individuals stood. The Mayor asked those in opposition to stand. No one stood. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman no, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 102 was adopted with 9 affirmative votes and 1 negative 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 Resolution 96 of 2021– A Resolution Closing the City of Benton General Fund Bank Account at Simmons Bank and Opening an Account at Bank OZK for the General Fund; and For Other Purposes. Seconded by Council Member Reed. The resolution was read by the city clerk. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 96 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to adopt Resolution 97 of 2021 – A Resolution Accepting 1996 Ford Bucket Truck That Was Donated to the City; and for Other Purposes by title only. Seconded by Council Member Baptist. The resolution was read by title only. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 97 of 2021 was adopted with 10 affirmative votes.

Council Member Hart was recognized for a report from the Parks Committee. Council Member Hart made a motion to read and adopt Ordinance 56 of 2021 – An Ordinance Adopting the River Center Rules and Regulations for the City of Benton Parks and Recreation Department; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 56 of 2021 was adopted with 10 affirmative votes.



**Council Member Hart made a motion to read and adopt Ordinance 63 of 2021 – An Ordinance Permitting Nichelle Markley to Conduct Business with the City of Benton Parks and Recreation Department; and For Other Purposes. Seconded by Council Member Brown. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 63 of 2021 was adopted with 10 affirmative votes.**

**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 64 of 2021 – An Ordinance Establishing Procedures for Granting of Franchises for Use of Public Rights-of-Way; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. The Mayor asked for any questions or comments. Council Member Knight stated that this situation was brought to him and other council members, where contractors have come in unannounced conducting work on an individual's property and leaving that property in questionable situations. So residents have contacted us asking who do we call for repairs and we have not been able to give assistance This ordinance will hold those companies accountable; it will give our residents a direct line of communication with those companies to get their property repaired and if not the ordinance gives us some teeth to get those situations rectified. The Mayor asked that the roll be called. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 64 of 2021 was adopted with 10 affirmative votes.**

**Ordinance 65 and Ordinance 66 were moved under the P&Z Commission during the agenda meeting.**

**Council Member Reed made a motion to read and adopt Resolution 98 of 2021 – A Resolution to Condemn the Structure Located at 719 South Border Street and for Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and for Other Purposes. Seconded by Council Member Donnor. The resolution was read by the city clerk. The Mayor asked for any comments or questions, none. The Mayor asked if there was anyone present to represent this property. No one came forward. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 98 of 2021 was adopted with 10 affirmative votes.**

**Council Member Reed made a motion to read and adopt Resolution 99 of 2021 – A Resolution to Condemn the Structure Located at 1719 Dixie Street and for Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and For Other Purposes. Seconded by Council Member Baptist. The resolution was read by the city clerk. The Mayor asked if there was anyone present to represent the property. No one came**



forward. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 99 of 2021 was adopted with 10 affirmative votes.

Council Member Reed made a motion to read and adopt Resolution 100 of 2021 – A Resolution to Condemn the Structure Located at 1205 Alcoa Road and for Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and For Other Purposes. Seconded by Council Member Brown. The resolution was read by the city clerk. The Mayor asked if there was anyone present to represent the property. Blake Hartwick stated that he just bought this house a few months ago. It says from 2020 but I paid back taxes on it. My wife and I have plans to build there but found out it is in a flood zone and floodway. We had builders out last month to tell us how much dirt work would have to be done in order to raise it up to build. I am asking for 90 days to get the structure out of there so we can decide if we are going to build or just sell the land. The Mayor asked if the council had any questions. Council Member Lee stated that he had no problem giving him more time. Mr. Hartwick stated that he wanted it gone. I have spent quite a bit of money cleaning it up in the first place and people are continuing to dump there. Council Member Lee asked if he really needed 90 days. Mr. Hartwick stated he might could have it out by the end of December. Council Member Donnor stated that the next three months will be in the winter and crummy weather, so let's give him 90 days. Council Member Knight stated if we pass this, and he is in contact with Community Development then they can give him the necessary time and work with him. So, the extension does not necessarily have to come from us. Council Member Lee stated if we pass then and give them 30 days and they don't tear it down then we will after those 30 days. Mr. Drennon stated yes but if you want to give him 90 days then we just amend section 3 to 90 days and if he does not, we tear it down and assess the cost. Council Member Knight stated that the reason he brought it up was that Code Enforcement asked for some consistency, but extensions here, extension there could look like we are not supporting our Community Development Department. We don't have a standard we are just giving extensions here and there. Council Member Donnor asked how long this house has been like this. Mr. Jordan stated a few years. Council Member Donnor stated so if it has been a few years what is a couple of months. Council Member Brown stated so for clarification if you have someone is who is showing good faith even though the resolution states 30 days then you are willing to work with them to extend the deadline and have that authority. Mr. Jordan stated yes. Council Member Brown stated so if the good faith falls through then the council has to do nothing else to enforce the demolition. Council Member Lee stated so we pass this resolution, and our vote says 30 days and in 30 days it is not demolished do they come back to us. We said 30 days. Mr. Drennon stated if you want 90 days then you need to amend the resolution. Council Member Lee stated the way we vote is how it is not up to the department head. Mr. Drennon stated if you vote 30 days then 30 days. I view this as a directive if the house is not razed in 30 days, then Community Development needs to get it gone. If the council wants 90 days, then it needs to be amended for 90 days. Bruce Thomas, Code Enforcement stated that the good faith puts us in the position to determine the good faith. Council Member Donnor made a motion to amend section 3 of the resolution to 90 days. Council Member Knight seconded the motion. The Mayor asked for the roll to be called on the motion to amend. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Motion to amend was approved with 10 affirmative votes. The Mayor asked that the roll be called for Resolution 100 of 2021 as amended. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 100 of 2021 as amended was adopted with 10 affirmative votes.**

**Council Member Reed made a motion to read and adopt Resolution 101 of 2021 – A Resolution Transferring Items from the Former UALR Benton Campus to the Benton Athletic Memorial Museum. Seconded by Council Member Brown. The resolution was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 101 was adopted with 10 affirmative votes.**

**Council Member Hamm was recognized for a report from the Street and Drainage Committee. Council Member Hamm made a motion to read and adopt Ordinance 67 of 2021 – An Ordinance Accepting the Public Streets, Utilities, and Storm Drainage for Maintenance Within Shady Lane Estates Phase 3; and for Other Purposes. Seconded by Council Member Reed. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 67 of 2021 was adopted with 10 affirmative votes.**

**Council Member Hamm made a motion to read and adopt Ordinance 68 of 2021 – An Ordinance Accepting the Public Streets, Utilities, and Storm Drainage for Maintenance Within Vivian Heights; and for Other Purposes. Seconded by Council Member Morrow. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 68 of 2021 was adopted with 10 affirmative votes.**

**Council Member Hamm made a motion to read and adopt Ordinance 69 of 2021 – An Ordinance Accepting the Public Streets, Utilities, and Storm Drainage for Maintenance Within The Woods of Hurricane Lake; and for Other Purposes. Seconded by Council Member Lee. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 69 of 2021 was adopted with 10 affirmative votes.**



**Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 69 of 2021 was adopted with 10 affirmative votes.**

**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 70 of 2021 – An Ordinance Amending Ordinance 69 of 2013 and Requiring the Benton Public Utility Commission to Remit 5.8% of the Gross Revenues of the City-Owned Public Utilities to the City General Fund; and For Other Purposes. Seconded by Council Member Morrow. The ordinance was read by the city clerk. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 70 of 2021 was adopted with 10 affirmative votes.**

**Council Member Brown was recognized for a report from the A&P Commission. Council Member Brown made a motion to read and adopt Resolution 103 of 2021 – A Resolution Authorizing the Full Redemption of City of Benton, Arkansas Hotel and Restaurant Gross Receipts Tax Bonds, Series 2012 on December 1, 2021; and For Other Purposes. Seconded by Council Member Lee. The resolution was read by the city clerk. Council Member Brown stated that this will save the taxpayers \$974,000. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 103 of 2021 was adopted with 10 affirmative votes.**

**Council Member Brown stated at the most recent A&P Commission meeting an agreement was made between the Parks and the A&P on how funds will be allocated. This will allow us to know how to utilize funds for future projects.**

**Council Member Brown was recognized for a report from the IT Committee. He gave that report. 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 65 of 2021 – An Ordinance Rezoning 18924 Interstate 30 in the City of Benton, Saline County Arkansas From R2 Single Family Residential to C3 Commercial District Zone; and For Other Purposes. Seconded by Council Member Reed. The ordinance was read by the city clerk. The Mayor asked for any questions or comments. Council Member Donnor asked where the property was located. Mr. Jordan stated it was formerly Calvin Brown's property on the interstate, adjacent to Brown's Country Store and Restaurant. The house with the large columns, right after you come off the interstate. Council Member Morrow asked if the plans were known at this time. Mr. Jordan stated no, they just want to sell the entire property together and it is zoned R2. Council Member Hart asked if there were any houses in between**



this property and the store. Mr. Jordan stated no. The Mayor asked that the roll be called. 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 yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 65 of 2021 was adopted with 10 affirmative votes.

Council Member Freeman made a motion to read and adopt Ordinance 66 of 2021 – An Ordinance Providing for a Conditional Use for an Office Located at 404 W Sevier Street; and For Other Purposes. Seconded by Council Member Reed. The ordinance was read by the city clerk. The Mayor asked for any comments or questions. Council Member Donnor asked what kind of offices are going to be put in there. Mr. Jordan stated an insurance office. Council Member Donnor asked what plans do you have for the building. Doug Robinson, representative for the property owner stated they plan to remodel it and make it look similar to the homes on the area. It currently has been a commercial building since the early 90's. The owner is the Integrity Insurance Group out of Conway. Landscaping will be done on the front and the property cleaned up. Council Member Knight stated that he has some concerns because this is a residential area, and we have a commercial property that has been grandfathered in. I understand all the aesthetics to make it blend in, but it is still a commercial property in the middle of a residential area. Do we want little islands like this in residential areas? Mr. Robinson stated I understand your concerns, but it is what it is. The building can't be converted to a residence, it is not conducive. There is an apartment building next door with a shared driveway. The insurance office is your best commercial option. There will be virtually no traffic, the beauty shop had a lot more. Right now, it is just an eyesore. Darrah Woods stated that there is no easy answer to this one. The neighbor across the street is adamant against this, the others are agreeable to it, including myself. It is the reason why we have zoning laws, that building would never be allowed but it has been there for decades, it doesn't belong or fit. It is an eyesore and the things that we have to consider are nowhere else between our streets from Narrowway Street to Sevier Street, west of Market Street do we have a business after residential homes start. There are no businesses on Narrowway Street or North Street. Conway Street and Cross Street both have businesses for the first block and when it converts to residential there is not a mix. So, this is going to be an exemption in our downtown streets not counting South Street which is its own animal. On the other hand, it being an insurance office and a conditional use, he did state publicly that he would landscape, paint the building, put windows in the front and not have a lit sign. The consensus of the neighborhood, ideally, we would love to see it be a residence but unfortunately it is not a house that someone is trying to put a business in which we would all say no to. It is just built like an office building, and we are just kind of stuck with it. I understand both sides, it's a tough decision. Council Member Knight stated that we could say no, and the building could continue to set there and fall apart and be a worse eyesore than it is now. But if Darrah who lives in this neighborhood, if he feels through the conditional use that this building can be brought up and blend into the best of its ability, look good to where it is not an eyesore and you are comfortable with that, I would rather have that level of comfort then to say a complete no and it continue to set there. Council Member Hart asked if you have your preference would you want commercial or residential. Mr. Woods stated residential. Council Member Baptist asked if there would be adequate parking. Mr. Robinson stated the parking is behind the building plus the type of business doesn't have a lot of traffic anyway. Council Member Freeman stated if we are having discussion about this only being a residential property, does that constitute a taking of



this owner's property. This is already zoned TC-1 and if we are only going to approve anything that is residential does that constitute a taking of the property. Concerning the discussion of only approving residential. Mr. Drennon stated that what is here tonight if you vote no is not a taking of the property. We are not changing a regulation specific to this property. Council Member Freeman stated that she appreciated that response, the question is not about the conditional use discussion, it is about the discussion of whether it is appropriate for us to say we are only going to approve any changes to this property if it is residential. The Mayor asked that the roll be called. 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 no, Council Member Hart no, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 66 of 2021 was adopted with 8 affirmative votes and 2 negative votes.

The Planning and Zoning report was included in the packet. See attached.

The Mayor stated that Gliz and Garland is November 4<sup>th</sup> thru the 6<sup>th</sup>. November 6<sup>th</sup> is National Night out at Ralph Bunche Park. The Kickball Tournament is November 7<sup>th</sup> which is an Act of Blue event in support of our local law enforcement. The next council meeting will be November 22<sup>nd</sup>, the committee meetings will be on November 8<sup>th</sup> and 9<sup>th</sup> since the 11<sup>th</sup> is a holiday. A&P Commission will meet on November 10<sup>th</sup>. On November 13<sup>th</sup> will be the Amazing Turkey Race. The offices will be closed on November 25<sup>th</sup> and 26<sup>th</sup> for Thanksgiving Holiday.

The Mayor asked for any public comments. None.

The meeting adjourned at 7:22 p.m.

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Cindy Stracener, City Clerk

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Tom Farmer, Mayor



## Police Dept.

- Installed new firewalls at both the BPD main office and the annex.
- Replaced the network switches and UPSs at the annex.
- Migrated PD from Windows 2012 R2 domain controllers to Windows 2019.
- Raised Domain & Forest Functional levels from 2012 to 2016.
- Moved the external DNS functions for the BPD from AT&T into the BPD's own Azure tenant.
- Deployed new file server at BPD and prepped for cutover.
- Moved the Network Protection Service (NPS) at BPD to new server.
- Moved the Public Key Infrastructure (PKI) at BPD to new server.
- Cleaned up and updated ESXi server at BPD.
- Cleaned up and removed old hardware from BPD rack.
- Worked with Southern Software to better understand how to manage the Public Safety software at BPD.
- Restored the BPDs ability to access the IP camera DVR.
- Moved the remote connection VPN from the MikroTik to the FortiGate Firewall at BPD.
- Conducted a proof of concept on "VPN before login" to replace the site-to-site VPNs currently utilized by the patrol vehicles.
- Address multiple Avail configuration issues at the BPD for better reliability in the patrol vehicles.
- Moved the patrol vehicles from wi-fi first and then cellular to cellular first. This has addressed a huge number of issues in the patrol vehicles.

## River Center

- Updated all front desk PCs at River Center with SSDs.
- Mounted all front desk PCs at River Center so they were off the floor.

## City

- Worked with Tyler Technologies to get secure check printing working.
- Upgraded City Clerk's computer with an SSD.
- Deployed all critical and security updates to all servers at the City and BPD.
- Retired the AXTRAX server.

## Animal Control

- Got all the cellular modems in Animal Control's laptops connected and working.
- Provided Animal Control with a short list of Software as a Service (SaaS) Animal Shelter management options to replace ARK7.

## Fire Dept.

- Worked with the BFD and Southern Software to get the Emergency Reporting solution working properly.

*IT Report*



## Planning Commission Report to the City Council

October 25, 2021

The Planning Commission held its regularly scheduled meeting on October 5, at 6 pm in Council Chambers.

### Board of Adjustments

- A variance at 4307 Malibu to reduce the rear setback from 20' to 15' was approved. The variance was requested to allow for the construction of a sea wall on the property.

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

- A conditional use at 404 W. Sevier Street was approved. The conditional use is for an independent insurance office – Integrity Insurance Group. No new electronic signage will be placed on the building.
- A rezone of 18924 I-30 North from R2 single family residential to a commercial zone was approved. The rezone includes six total parcels facing the interstate and is approximately 11.5 acres.
- The final plat of Sungate Phase 1 was approved. It is an 80 acre subdivision in the county. All streets will be county roads. The development will have Salem water and Entergy electric. The development will be on septic tanks.
- A preliminary plat of Zion Heights was approved.
- A site plan for Arkansas Storage Center was tabled due to the site plan not meeting guidelines in the landscaping ordinance.

There is currently one vacancy on the Planning and Zoning.

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

Submitted by Robin R. Freeman



**ORDINANCE NO. 71 OF 2021**

**AN ORDINANCE PERMITTING THE BENTON POLICE DEPARTMENT TO CHARGE FOR RESPONDING TO CERTAIN REQUESTS UNDER THE ARKANSAS FREEDOM OF INFORMATION ACT; AND FOR OTHER PURPOSES**

**WHEREAS**, pursuant to Arkansas law, the Benton Police Department is required to respond to certain requests for information by the public;

**WHEREAS**, in recent years the amount of time spent by the Benton Police Department to respond to requests for audio, visual, and audiovisual media has increased significantly, resulting in significant cost to the department;

**WHEREAS**, the Arkansas legislature recently passed Act 778 of 2021, which amended Arkansas Code § 25-19-112 to allow a municipal law enforcement agency to charge for its time spent in preparing a response to a request for audio, visual, and audiovisual media that requires more than three hours of personnel or equipment time to fulfill the request;

**WHEREAS**, the maximum amount that the municipal law enforcement agency can charge is \$20.00 per hour for its time in preparing a response to a request for audio, visual, and audiovisual media that requires more than three hours of personnel or equipment time to fulfill the request; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to authorize the Benton Police Department to charge for its time spent in preparing a response to a request for audio, visual, and audiovisual media that requires more than three hours of personnel or equipment time to fulfill the request in accordance with Arkansas Code § 25-19-112, as amended.

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

**SECTION 1:**     *Authorization to Charge.* The Benton Police Department is hereby authorized to charge for the time associated with retrieving, reviewing, redacting, and copying audio media, visual media, and audiovisual media as further provided for herein in responding to a request under the Arkansas Freedom of Information Act.

**SECTION 2:**     *No Charge for Certain Requests.* Except for the cost of reproduction of the media, requests requiring three (3) hours or less of personnel and equipment time to full fill the request shall be provided at no charge. However, if the



requestor or the requestor's entity has made a request for audio media, visual media, or audiovisual media in the immediately preceding thirty-day (30) period, the Benton Police Department may charge for time as set out for requests described in Section 3 herein.

**SECTION 3:**        *Charge.* For any request requiring more than three (3) hours of personnel or equipment time to fulfill, the requestor shall be charged at a rate of twenty dollars (\$20.00) per hour on a prorated basis for each hour of running time of audio media, visual media, or audiovisual media provided to the requestor. If it is estimated that the time required to fulfill a request will exceed three (3) hours of personnel or equipment time, the Benton Police Department is authorized to require prepayment for the request.

**SECTION 4:**        *Requests Stated with Specificity.* Any request for audio media, visual media, and audiovisual media shall be sufficiently specific to enable the record custodian to locate the requested audio media, visual media, and audiovisual media with reasonable effort.

**SECTION 5:**        *Invoice.* The Benton Police Department shall provide an invoice for its charges under this ordinance to the requestor.

**SECTION 6:**        *Severability.* In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the ordinance.

**SECTION 7:**        *Repealer.* All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this ordinance, are hereby repealed to the extent of such inconsistency.

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**RESOLUTION NO. 104 OF 2021**

**A RESOLUTION ADOPTING THE 2022 BUDGET FOR THE  
GENERAL FUND, ANIMAL CONTROL, PARKS, AND  
STREETS; ESTABLISHING A PROCEDURE FOR  
REVISING THE SAME; AND FOR OTHER PURPOSES**

**WHEREAS**, pursuant to Arkansas Code § 14-58-201, the Mayor of the City of Benton, Arkansas, has an obligation to submit an annual budget to the City Council for approval for the upcoming year; and

**WHEREAS**, pursuant to Arkansas Code § 14-58-202, the City Council of the City has an obligation to adopt a budget for the operation of the City for the upcoming year.

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

**SECTION 1:** Pursuant to the authority granted in Arkansas Code §§ 14-58-202 and 14-58-203 the City Council does hereby adopt the FY 2022 City of Benton Budget (budget), which is attached hereto, marked as "Exhibit 1." The adoption of this budget shall be deemed as an appropriation pursuant to the foregoing statutes.

**SECTION 2:** The line items contained within the budget are deemed to be estimates of the costs necessary for running each department through the year. Expenditures may not exceed those amounts defined within "Exhibit 1."

**SECTION 3:** Should the amount budgeted for each amount shown in "Exhibit 1" need to be revised, monetary transfers between the departments may occur and shall be administered by and be the responsibility of the Mayor or his appointed staff member. Any adjustments to the amount budgeted within each category shall be done by the City Council who shall do so by passing a resolution amending this budget.

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk





## GENERAL and Other FUNDS

Annual Budget

Fiscal Year 2022

*Copy available upon request*



**RESOLUTION NO. 105 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH SALINE COUNTY FOR THE PAYMENT OF THE SALINE COUNTY DISTRICT COURT – BENTON DIVISION JUDGE’S SALARY; AUTHORIZING PAYMENTS OF \$35,651.60 FOR CALENDAR YEAR 2022; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Benton, Arkansas, and Saline County have jointly paid a proportional share of the salary of the District Court Judge pursuant to Act 1219 of 2011;

**WHEREAS**, the City Council of the City needs to approve the amounts required of it by the Arkansas Department of Finance and Administration; and

**WHEREAS**, it has been determined that it is in the best interest of the City to fund its proportional share of the salary of the District Court Judge for the 2022 calendar year at a rate of \$35,651.60;

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

**SECTION 1:** The Mayor and the City Clerk are hereby authorized to execute, on behalf of the City of Benton, Arkansas, contracts with Saline County for the payment of the Saline County District Court – Benton Division Judge’s salary. The contract is attached hereto collectively as Exhibit “1.”

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**Act 1219 of 2011 State District Court Program**

**2022 Calendar Year Proportionate Share Agreement**

WHEREAS; Act 1219 of 2011 states that the State of Arkansas shall pay the salary and benefits of state district court judges; Act 663 further provides that each county and town or city that has a state district court judgeship created shall pay to the state an amount equal to its proportionate share of one-half ( $\frac{1}{2}$ ) of the base salary established by law for that county and town or city's state district court judge; and

WHEREAS; Act 1219 of 2011 established a base salary of \$117,300 in 2011 for a state district court judge; and

WHEREAS; Act 1219 of 2011 provides that a county and town or city that has a state district court judgeship created may agree in writing on the amount to be paid to the state by the county and town or city for its proportionate share of one-half ( $\frac{1}{2}$ ) of the salary established by law for its state district court judge;

THEREFORE, an agreement has been reached between the **Saline County** and the **City of Benton, Arkansas** to pay to the state one-half ( $\frac{1}{2}$ ) of the state district court judge's salary or **\$58,650** as follows:

Saline County District 1	Paying	\$22,998.40
City of Benton	Paying	\$35,651.60

Payments to the State, under this agreement, shall begin on or before **January 15, 2022** and shall be remitted monthly thereafter.

\_\_\_\_\_  
Saline County Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Saline County Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Benton Mayor

\_\_\_\_\_  
Date





STATE OF ARKANSAS  
**Department of Finance  
And Administration**

OFFICE OF ADMINISTRATIVE SERVICES  
**Administration of Justice Fund**  
P. O. Box 2485  
Little Rock, Arkansas 72203-2485  
Phone: (501) 371-6071  
Fax: (501) 682-5354

October 11, 2021

Mayor Tom Farmer  
City of Benton  
P.O. Box 607  
Benton, AR 72015

Dear Mayor Farmer:

RE: Ark. Code Ann. § 16-17-1106, Salary of State District Court Judges

Act 1219 of 2011 establishes state district court judgeships. The Arkansas State Law, pursuant A.C.A. 16-17-1106(b)(1)(C) requires the Arkansas Department of Finance and Administration, Office of Administrative Services, Administration of Justice Fund Section (AOJF) to certify annually on or before December 15, 2021 the amount to be paid to the state by each county and town or city, for its share of one-half (1/2) (\$58,650) of the salary for that district's state district court judge.

Each county and town or city in a district will pay the current amount that is being submitted to the state as of date. **The purpose of this letter is to re-establish an agreement as to your proportionate share of the salary paid to the state.** Attached you will find the Proportionate Share Agreement containing the amounts for your county, town, or city. If you are unable to reach an agreement, please notify this office as soon as possible and we will take the appropriate steps to certify the amounts.

**Please return your signed agreement by November 1, 2021.**

If you need further information, you may call me at 501-371-6071.

Sincerely,

Audrey Baccus, Administrative Analyst  
Administration of Justice Fund Section  
Department of Finance and Administration – Office of Administrative Services  
[audrey.baccus@dfa.arkansas.gov](mailto:audrey.baccus@dfa.arkansas.gov)

ab/MH

Enclosure

CC: Judge Jeff Arey  
Treasurer Larry Davis

## **RESOLUTION NO. 106 OF 2021**

### **A RESOLUTION DELEGATING THE RESPONSIBILITY FOR THE COLLECTION OF DELINQUENT DISTRICT COURT FINES, FEES, AND COURT COSTS; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, recognizes the challenges facing the county official/agency/department designated to collect district court fines, fees, restitution, and court costs under Ark. Code §16-13-701 (hereafter collectively referred to as “fines”);

**WHEREAS**, the City Council deems that additional appropriate and lawful steps are necessary to aide in the collection of district court fines under Ark. Code §16-13-709;

**WHEREAS**, pursuant to Ark. Code §§ 16-13-701 and 16-13-709, the Quorum Court of Saline County, Arkansas, is charged with the collection of fines assessed by the Benton District Court;

**WHEREAS**, the Quorum Court of Saline County, Arkansas, is specifically authorized under Ark. Code §16-13-709 to delegate the responsibility for the collection of delinquent fines assessed in the Circuit and/or District Court to a private contractor, and the private contractor may collect a commission, under a written contract, from the total amount of fines owed by a defendant who is delinquent; and

**WHEREAS**, to allow for the collection of fines, fees, restitution, and court costs assessed by the City of Benton, Arkansas, the City Council wishes to authorize Quorum Court of Saline County, Arkansas, the Benton District Court Judge, or other appropriate persons to enter into an agreement for the collection of delinquent fines.

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

**SECTION 1:** The City Council of the City of Benton, Arkansas, hereby approves the Agreement for the Collection of Certain Delinquent Fines for District Courts, which is attached hereto as Exhibit 1, and authorizes the Quorum Court of Saline County, Arkansas, the Benton District Court Judge, or other appropriate persons to enter into said Agreement.



**SECTION 2:** In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this ordinance is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the ordinance, which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the ordinance.

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



Agreement for the Collection of Certain Delinquent Fines for District Courts

This Agreement for the Collection of Certain Delinquent Fines is dated \_\_\_\_\_ and is between the Association of Arkansas Counties, an Arkansas Nonprofit Corporation ("AAC"), and the \_\_\_\_\_ District Court of Arkansas (the "Court"). This Agreement provides for AAC's collection of certain delinquent fines on behalf of the County. For purposes of this Agreement, "AAC" includes any employees, agents, and/or subcontractors of the Association of Arkansas Counties.

The parties agree as follows:

1. **Definitions.** Terms defined in the preamble have their assigned meanings and each of the following terms has the meaning assigned to it.
  - 1.1. **"Agreement"** means this Agreement for the Collection of Certain Delinquent Fines, as amended from time to time.
  - 1.2. **"Delinquent"** means "any fines assessed in the circuit courts, district courts, or other courts of this state which have not been paid as ordered for a period of ninety (90) days or three (3) payments, either consecutive or concurrent, since payment was ordered or since last partial payment was received," as defined in Ark. Code Ann. § 16-13-709(a)(3), subject to change upon the amendment of this definition by the Arkansas General Assembly and reflect any such amendment.
  - 1.3. **"Delinquent Notification"** means written notice mailed to the Debtor in compliance Ark. Code Ann. § 26-36-309 and all other applicable state and local law.
  - 1.4. **"Debtor"** means any individual owing delinquent fines to the County or its courts, which obligation has not been adjudicated, satisfied by court order, set aside by court order, or discharged in bankruptcy.
  - 1.5. **"Effective Date"** means the date this Agreement is fully signed by each party.
  - 1.6. **"Fines"** means, notwithstanding any limitations set forth by the Ordinance, "all monetary penalties imposed by the courts of this state, which include fines, court costs, restitution, probation fees, and public service work supervisory fees," as defined in Ark. Code Ann. § 16-13-701(b), subject to change upon the amendment of this definition by the Arkansas General Assembly and reflect any such amendment.
  - 1.7. **"Ordinance"** means any and all ordinances or resolutions passed by a county or city contributing of the expenses of the Court delegating the authority to collect delinquent Court fines to the AAC.
2. **Hiring of AAC.** By signing this Agreement, the Court hires AAC to collect certain delinquent fines according to the terms of this Agreement.



3. **Collection of Certain Delinquent Fines.** Subject to the provisions of this Agreement, AAC shall collect certain delinquent fines on behalf of the Court.
4. **Effective Date.** This Agreement is Effective on the Effective Date.
5. **Commission.** The county shall remit according to invoice a \$25 collection fee to AAC on all delinquent fines that are intercepted by a debtor's income tax after all state fees and costs associated with the setoff are deducted. This fee shall be waived for amounts intercepted under \$30.
6. **Provision of Services.**
  - 6.1. **Limitation on the Types of Delinquent Fines.** The Court shall only submit to AAC, and AAC shall only collect, the types of delinquent funds specifically allowed for collection by a private contractor as set forth in the Ordinance.
  - 6.2 **Submission of Information to AAC.** The Court shall comply with any and all applicable provisions of Arkansas Code prior to the submission of a debt to AAC for setoff.
  - 6.3 **Participation Form.** The Court shall upon execution of this Agreement complete an online participation form with AAC designating a Court debt setoff coordinator/debt setoff contact. Such participation form shall be updated on an annual basis and at any time there is a change in the information provided thereon.

AAC shall administratively provide participation forms, as needed, for use by the Court. The debt setoff coordinator shall be the designated local government employee authorized to receive notices and communication from AAC to ensure that the requirements of this Agreement and the requirements of the Code are met. The debt setoff coordinator shall supply AAC with any and all information that in the opinion of AAC is necessary for the proper implementation of this Agreement. The debt setoff contact will receive all referrals from debtors.
  - 6.4 **File Format.** The Court shall use a file format specified by AAC to prepare debt files and adjustments to debt files that the Court certifies to AAC are owed to the Court and that the Court desires to have AAC submit to Department. AAC shall timely notify the Court of any changes to the file format and the Court covenants and agrees that it shall immediately implement any changes required by AAC. AAC will establish capability of date and time stamping of the submitted debt files for priority setting.
  - 6.5 **Timing of Submission.** The Court shall transmit a debt file to AAC in a method and format acceptable to AAC. The Court shall make every effort to submit a file to AAC by January 15<sup>th</sup>. The Court shall, after a debt file has been submitted to AAC, advise AAC of any debtor repayment and delete or reduce a delinquent debt by submitting a new debt file. If the Court accepts full or partial payment against a debt file that has been submitted to AAC and sufficient notice is not provided to AAC to make a timely change to debt file reflecting the payment, the Court is responsible to refund any resulting fee that may be

due to debtor. If the Court erroneously submits a debt file to the AAC, the County is responsible for any fees charged the debtor by the AAC or Department of Finance and Administration.

**6.6. Notice to Debtor.** The county shall be responsible for mailing Delinquent Notifications to each debtor submitted no later than December 15.

**6.7. Payments Made to AAC.**

**6.7.1. Payments Received through Arkansas Department of Finance and Administration.** Any payments received by AAC from the Arkansas Department of Finance and Administration as a result of Debtors' income tax setoff during a calendar month shall be transmitted through Automated Clearing House (ACH), or alternatively paid by a check, dated, postmarked, and mailed to the designated agent of the Court no later than the tenth day of the following month.

**6.7.2. Remission of Collection Fees to AAC by the Court.** Once the Court has received its check(s) or monies referenced in 6.7.1. from AAC, AAC will submit an invoice to the Court, and the Court shall remit payment to AAC according to the terms of the invoice.

- 7. Indemnification; Reimbursement; Disclaimer.** The Court fully understands and warrants to AAC that by submission of any delinquent debt submitted to AAC for setoff the Court has complied with all of the provisions of this Agreement and all of the provisions of the Code that are required prior to submission of a debt for setoff. The Court shall hold AAC free and harmless and shall indemnify AAC against any and all damages, claims, of action, injuries, actions, liability, or proceedings arising from the failure of Court to so perform. The Court shall be responsible for the repayment of any sums received by it, including interest, penalties and court costs, to a debtor in the event a court of competent jurisdiction rules that said repayment is due to a debtor or debtors. Except as expressly stated in this Agreement, AAC disclaims any representations and warranties that might otherwise be implied in connection with this Agreement and AAC services, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, date accuracy, system integration, and non-infringement.
- 8. Termination of Agreement.** This Agreement may be terminated by either party, by giving the other party 90 days written notice.
- 9. Renewal of Agreement.** Absent written notice by either party to terminate the Agreement pursuant to Section 8 of the Agreement, the Agreement shall automatically renew on the annual anniversary of the Effective Date.



IN WITNESS THEREOF, the parties have executed this agreement as of the Effective Date.

\_\_\_\_\_  
Chris Villines, Executive Director  
Association of Arkansas Counties

\_\_\_\_\_  
\_\_\_\_\_  
District Judge  
(or other party designated to contract  
on behalf of the Court)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

**ORDINANCE NO. 72 OF 2021**

**AN ORDINANCE SETTING THE SALARY FOR THE  
OFFICE OF CITY CLERK; AND FOR OTHER PURPOSES**

**WHEREAS**, it has been determined by the City Council of the City of Benton, Arkansas, that the annual salary of the City Clerk should be modified effective January 1, 2022, in keeping with the current responsibilities and duties of the office.

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

SECTION 1: The following position shall receive annual compensation as follows:

Office of City Clerk: \$30,000.

SECTION 2: This ordinance hereby repeals any other ordinances in conflict herewith to the extent any such conflict may exist but not otherwise.

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**RESOLUTION NO. 107 OF 2021**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF SALINE COUNTY, INC. FOR PROVIDING SERVICES TO THE YOUTH OF BENTON; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council has determined that it needs to enter into a contract with the Boys & Girls Clubs of Saline County, Inc., a non-profit corporation for providing youth programs in the city.

**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 the Boys and Girls Clubs of Saline County, Inc. 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 November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**Benton Parks Department  
2022 Services Agreement**

THIS AGREEMENT made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between THE CITY OF BENTON, ARKANSAS, (hereinafter called "THE CITY"), and the Boys & Girls Clubs of Saline County, Inc., a non-profit corporation, 105 Cox Street, Benton, Arkansas 72015 (hereinafter called "BGCSC").

**WITNESSETH**

**WHEREAS**, BGCSC provides program administration and operation of a youth program in Benton;

**WHEREAS**, providing recreational activities and services for the youth of THE CITY is an appropriate governmental function but one which THE CITY is presently not able to provide;

**WHEREAS**, the BGCSC will provide these services pursuant to this Agreement for a period of one year which covers the term of fiscal year 2022;

**WHEREAS**, it is anticipated that youth services will be needed within THE CITY of Benton beyond fiscal year 2022 it is in the best interest of THE CITY to contract for a one (1) year term, it is anticipated that this Agreement be renewed by Resolution duly passed by THE CITY Council during fiscal 2022;

**WHEREAS**, THE CITY anticipates needing Youth Services within THE CITY of Benton and anticipates reviewing the provision of those services by the BGCSC at least every year hereafter; and

**WHEREAS**, the BGCSC services benefits THE CITY by maximizing youth access and youth activities with the least economic costs to THE CITY.

**NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**I. Obligations of the Parties and Services to be Provided**

1. BGCSC shall provide services to the youth of THE CITY of Benton in exchange for the payment of an annual fee of \$110,000, which shall be paid in monthly increments of \$9,166.67 by THE CITY. Such programs and services shall be operated in accordance with such guidelines as shall be deemed appropriate as set forth herein.



2. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of the BGCSC, any of its employees nor shall it have any authority over BGCSC's personnel decisions, nor the day-to-day content of the services and programs provided to the youth of Benton.

3. It is agreed that THE CITY has no financial interest in the business of BGCSC and shall not be liable for any debts or obligations incurred by BGCSC, nor shall THE CITY be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the BGCSC, or profits earned or derived by the BGCSC, nor shall BGCSC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

4. BGCSC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BGCSC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by BGCSC shall be wholly responsible therefore.

5. BGCSC will operate its programs in accordance with the requirements of Title VI of the 1964 Civil Rights Act and shall be done on a nondiscriminatory basis. BGCSC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993.

6. It is agreed that the programs for which this Agreement is written must be made available to the general public to join and participate in and shall be restricted only in ways THE CITY might if it were providing the services itself.

7. It is further agreed that all BGCSC programs must adhere to all provisions of the Americans with Disabilities Act (ADA) that may apply to a particular program.

8. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to any programs which occur within THE CITY parks and its facilities.

## **II. Verification and Correspondence Requirements:**

1. BGCSC shall upon request verify its programs to THE CITY to ensure that it is operating a youth program within the BGCSC Space in fulfillment of BGCSC's obligations which

are more fully stated herein. This verification may include, but is not limited to, inspection of any of the BGCSC facilities during BGCSC's hours of operation.

2. Notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the addresses described below:

- i. Mayor, City of Benton, 114 South East Street, Benton, AR 72015
- ii. Executive Director, Boys and Girls Club of Benton, 105 Cox Street, Benton, AR 72015.

### **III. Insurance and Liability Requirements:**

1. BGCSC shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless THE CITY from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement or BGCSC's provision of services hereunder. THE CITY hereby agrees to indemnify and hold harmless BGCSC from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement.

2. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in the BGCSC facilities. BGCSC shall indemnify and hold THE CITY, THE CITY of Benton, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BGCSC, its agents, employees, or programs participants.

### **IV. Severability, Authorization, and Enforceability:**

1. In the event any clause, phrase, provision, sentence, or part of this Agreement or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

2. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

3. THE CITY may terminate this Agreement with 90 days' notice upon a finding, by a 2/3 vote of the Benton City Council, that the consideration provided by BGCSC in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise



adequately accomplishing the goals of this Agreement. To effectuate this paragraph's provision, the Benton City Council shall during a regular or special meeting adopt a Resolution of Intent to terminate this Agreement by a 2/3 vote of the Council. THE CITY agrees that any such vote must occur before the 90 day written notice can be submitted. THE CITY agrees that for Benton City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraph's provision. Further, THE CITY shall notify, via the notification provisions within this Agreement, the Director of the BGCSC of the Resolution of Intent to terminate this program Agreement at least 48 hours before any Benton City Council Meeting to vote on such Resolution of Intent to terminate.

4. In the event that BGCSC violates any provision of this Agreement, this Agreement may be terminated with 30 days' notice; however, THE CITY reserves the right to provide 30 days for BGCSC to correct the violation at THE CITY's reasonable discretion. In the event that THE CITY funds are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, THE CITY may terminate this Agreement with 30 days' notice. THE CITY reserves the right to provide BGCSC 30 days to remedy the illegal or fraudulent use of City funds, but THE CITY has no obligation to allow such remedy period. Any termination or opportunity to remedy under this paragraph shall occur after the Benton City Council votes to terminate or allow remedy of the violation. Any Benton City Council action will be at a regular or special called meeting and only after appropriate notice of such Council meeting is provided for under Arkansas Code and City Resolutions governing the calling of meetings.

5. This Agreement will be in effect from its date of execution through the fiscal 2022 and terminating on December 31, 2022. Assuming that THE CITY has a need to provide youth services and assuming that BGCSC continues to provide these services, it is in the best interest of THE CITY at the end of each one-year term to renew this Agreement for an additional one-year term by Resolution of THE CITY Council to continue allowing the BGCSC to provide youth services in THE CITY. Nothing herein shall be construed as legally obligating THE CITY to renew the Services Agreement for an additional term.

6. Any amendment, alteration or change in this Agreement, other than as provided for in paragraph IV.(3) and (4) above will only be effective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original Agreement.

7. This Agreement to provide Services in no way modifies, amends or alters the usage Agreement between THE CITY and the BGCSC for use of THE CITY's the facilities located within River Side Park.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

City of Benton,  
A municipal Corporation, First Party,

\_\_\_\_\_, Mayor Tom Farmer

Attest:

\_\_\_\_\_, City Clerk, Cindy Stracener

[SEAL]

Boys & Girls Clubs of Saline County, Inc.  
User Organization, Second Party,  
Authorized Signature

\_\_\_\_\_, Fred LaMaster, Board President



**RESOLUTION NO. 108 OF 2021**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE BOYS AND GIRLS CLUBS OF SALINE COUNTY, INC. FOR PROVIDING CERTAIN RECREATIONAL SERVICES TO THE YOUTH OF BENTON; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas has as a function of City government an obligation to provide appropriate recreational services for the young people in our community; and

**WHEREAS**, the Boys and Girls Club of Saline County Inc. is a non profit corporation which has provided youth recreational services in the Benton community since 1969; and

**WHEREAS**, the City of Benton desires to enter into a program agreement with the Boys and Girls Club of Saline County Inc. for providing these types of services to the youth in Benton for the years 2022-2027.

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

**SECTION 1:** The Mayor and City Clerk are here by authorized to execute, on behalf of the City of Benton, the program agreement with the Boys and Girls Club of Saline County Inc. The contract is attached hereto as Exhibit 1 and is incorporated now by reference as if stated word for word.

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**Benton Parks Department  
2022-2027 Program Agreement**

THIS AGREEMENT made and entered into on \_\_\_\_\_, \_\_\_, 2021 by and between the CITY OF BENTON, ARKANSAS, (hereinafter called "THE CITY"), and the Boys & Girls Clubs of Saline County, Inc., a non-profit corporation, 105 Cox Street, Benton, Arkansas 72015 (hereinafter called "BGCSC").

**WITNESSETH**

**WHEREAS**, THE CITY owns property at Riverside Park in Benton, Arkansas;

**WHEREAS**, the use of a portion of said property for the purpose of a youth program has been considered the best use of this property to better serve the citizens of Benton, Arkansas, which property includes particularly, without limitation, the 52,172 square feet, more or less, of separate building space designated as for use as the Boys and Girls Club (the "BGCSC Space");

**WHEREAS**, THE CITY in addition to the BGCSC Space designated above, owns or leases certain soccer fields within the city park system, to which BGCSC shall also be granted use and access. This shall include but shall not be limited to, Riverside Park and C.W. Lewis Stadium (the "Soccer Fields");

**WHEREAS**, THE CITY provides RECREATIONAL facilities in Benton;

**WHEREAS**, BGCSC provides program administration and operation of a youth program in Benton;

**WHEREAS**, providing recreational activities and services for the youth of THE CITY is an appropriate governmental function;

**WHEREAS**, the BGCSC access to the BGCSC Space to provide youth services on behalf of the City of Benton is an appropriate and beneficial use of that space and facilities to further the City's youth programs;

**WHEREAS**, the BGCSC Space provided for under this Agreement will be for a period of six years, and covers the term of fiscal year 2022, 2023, 2024, 2025, 2026, 2027 and;

**WHEREAS**, it is anticipated that youth services will be needed within the City of Benton beyond fiscal year 2027, and assuming that THE CITY has a need to provide recreational youth services and assuming that the use of the BGCSC Space by the BGCSC is in the best interest of



THE CITY at the end of the three year term, it is anticipated that this Agreement be renewed by Resolution duly passed by the City Council during fiscal 2027;

**WHEREAS**, Benton City Council anticipates needing Youth Services within the City of Benton and anticipates reviewing the provision of those services by the BGCSC on at least an every three year term hereafter; and

**WHEREAS**, the BGCSC and the City's utilization and maximization of the BGCSC Space benefits the City by maximizing youth access and youth activities with the least economic costs to the City.

**NOW, THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS AND PROMISES SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:**

THE CITY agrees to grant use of the BGCSC Space as outlined herein to BGCSC for the operation of youth services. The BGCSC agrees to use the BGCSC Space for programs and events provided for youth of THE CITY.

**I. Areas allowed for BGCSC use, Terms affecting such use and Relationship of the Parties:**

1. BGCSC shall be permitted to use, upon payment of an annual fee of \$1.00 which does not cover the cost of monthly utilities (i.e. electricity and water/sewer expense), said facilities in sole consideration for the programs and services BGCSC provides to the City's youth. Such programs and services shall be operated in accordance with such guidelines as shall be deemed appropriate. THE CITY will provide maintenance of the BGCSC Space in like manner and consistent with the support extended to other associations operating on City property, including normal wear and tear. The City agrees to allow BGCSC use of the BGCSC Space. Building maintenance by the City does not include repairs for property damage caused by BGCSC or its members. Regular maintenance for items that break due to normal wear will be replaced or repaired by the City, but if the damage is created or caused by abuse, neglect, or other human activity by the members or volunteers of the BGCSC, the BGCSC will be responsible for the costs of such repairs or replacement. Improvements made or installed by the BGCSC are the BGCSC responsibility to maintain, repair and/or replace.

2. The parties agree that THE CITY shall have no authority to direct the day-to-day activities of any BGCSC's employees, shall have no authority over BGCSC's personnel decision, or the day-to-day conduct of the services and programs provided to the youth of Benton.

3. It is agreed that THE CITY has no financial interest in the business of BGCSC and shall not be liable for any debts or obligations incurred by BGCSC, nor shall THE CITY be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the BGCSC, or profits earned or derived by the BGCSC, nor shall BGCSC at any time or times use the name or credit of THE CITY in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever.

4. BGCSC, in the performance of its operation and obligations hereunder, shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense as THE CITY may from time to time request to indicate that BGCSC is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by BGCSC shall be wholly responsible therefore.

5. THE CITY shall have the right to use the BGCSC Space at its discretion upon ninety (90) days notification to BGCSC. Any request of THE CITY to use the BGCSC Space with less than a ninety (90) day notice shall be at the discretion of BGCSC to grant. THE CITY does however agree that because of the entertainment booking requirements necessary for the BGCSC annual fund raising event, THE CITY will not exercise its ability to use the BGCSC Space the week of this event so long as THE CITY has not previously notified BGCSC of the right to use the BGCSC Space.

6. The BGCSC Space shall be open to the public and access to the recreational services provided herein shall be restricted only in ways THE CITY might if it were providing the services itself.

7. BGCSC will operate programs in accordance to nondiscrimination and requirements of Title VI of the 1964 Civil Rights Act. BGCSC will comply with all federal, state and local laws, including but not limited to the Arkansas Nonprofit Act of 1993. BGCSC will also abide by the rules and regulations which are adopted or may be adopted by The City for its parks and recreation areas.

8. It is agreed that the program for which this Agreement is written must be made available to the general public to join and participate in and shall be restricted only in ways THE CITY might if it were providing the services itself. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

9. It is further agreed that program personnel must adhere to all provisions of the Americans with Disabilities Act (ADA) that apply to a particular program.



10. Program personnel and participants agree to abide by all Federal, State, and Local laws in addition to the policies of THE CITY pertaining to parks and facilities.

11. It is agreed that the BGCSC Space may not be assigned, sub-leased, rented, reserved or loaned to any other group, business, individual, or entity by BGCSC. However, without the prior approval of THE CITY, BGCSC may rent the BGCSC Space on an hourly basis, in blocks of time which shall not exceed eight (8) consecutive hours. The rate charged by BGCSC must be no less than the hourly rate charged by THE CITY for comparable space within Riverside Park. All hourly rentals shall be the sole property of BGCSC.

12. No alterations, changes, or modifications to change the intended use may be made to facilities by BGCSC, without first receiving written approval from THE CITY. The BGCSC must submit a detailed request in writing to THE CITY.

13. BGCSC must inspect facilities prior to each use. If damage is discovered to equipment of the facility that poses an immediate hazard or danger then BGCSC must immediately notify THE CITY. Damaged equipment or facility that does not pose a danger or hazard should be discussed with THE CITY. BGCSC must report any vandalism or theft to THE CITY within 24 (twenty-four) hours or next business day.

14. BGCSC will control all litter by picking up litter their program creates. The litter must be placed in the proper receptacle by BGCSC and then be removed on a regular basis by a contracted trash service. If excessive litter is present 24-hours after a BGCSC program, THE CITY may pick up the litter and BGCSC will be charged \$10 for each individual man hour worked.

15. BGCSC is responsible for costs of repair and/or replacement of facilities or infrastructure due to weather damage to water lines, pumps, etc. if the BGCSC requests that the water be turned on before THE CITY deems acceptable due to weather conditions.

16. At the request of CITY, BGCSC will remove all their equipment that is not a fixture to the premises, at the termination of this Agreement. The Parties may agree to extend the time for removal of non-fixture type items by separate written instrument.

17. Two keys to the BGCSC Space will be given to the Director of the BGCSC. Duplicate keys shall only be given to employees.

18. Permanent improvements to facilities will become property of THE CITY. Permanent fixtures include, but are not limited to all: concrete work, fences, underground installations, sprinkler heads, structural work, lighting fixtures, and drinking fountains.

19. Non-permanent improvements purchased by BGCSC will be retained by BGCSC and include: appliances, equipment, electronic devices, trade fixtures, and other removable items.

20. BGCSC shall schedule use of the Soccer Fields with THE CITY's Park Department Director. The parties agree to use their best efforts to accommodate the needs of the other to providing soccer activities and events for the Benton community.

21. BGCSC shall be responsible for the grounds maintenance of the BGCSC Space, which shall include, but is not necessarily limited to, mowing, trimming, watering, mulching, and replacing any dead plants or grass within the area designated in Exhibit "1" to this Agreement.

## **II. Verification and Correspondence Requirements:**

1. BGCSC shall upon request verify its programs to THE CITY to insure that it is operating a youth program within the BGCSC Space in fulfillment of BGCSC's obligations which are more fully stated herein. This verification may include, but is not limited to, inspection of the BGCSC Space during BGCSC's hours of operation.

2. Notices and reports required or permitted herein shall be in writing and shall be deemed delivered when actually received by the parties at the addresses described below:

- i. Mayor, City of Benton, 114 South East Street, Benton, AR 72015
- ii. Executive Director, Boys and Girls Club of Benton, 105 Cox Street, Benton, AR 72015.

3. BGCSC agrees to provide a list of any bulk chemicals used and/or stored at the facility during the term of this Agreement. This list must include a MSDS for each chemical listed and BGCSC must insure that each chemical is properly stored according to MSDS specifications. THE CITY must be made aware of the intention to use any form of chemical prior to its use or storage in the facility.

4. BGCSC must notify THE CITY prior to any digging in the park area. The extensive underground wiring must be marked by THE CITY and One Call before any digging can begin. If this procedure is not followed and as a result any lines in the park are damaged, BGCSC will be responsible to pay for the cost of any and all repairs to the damaged lines.

## **III. Insurance and Liability Requirements:**

1. BGCSC shall maintain insurance in amounts required by federal or state laws and hereby agrees to indemnify and hold harmless The City from any claims, lawsuits, judgments, or



settlements brought as a result of the performance of this Agreement or BGCSC's provision of services hereunder. The City hereby agrees to indemnify and hold harmless BGCSC from any claims, lawsuits, judgments, or settlements brought as a result of the performance of this Agreement.

2. BGCSC assumes full responsibility and liability for damage caused by participants of their programs. Any damage caused will be fixed by BGCSC. If the repair is neglected for a long period of time THE CITY will make the necessary repairs and bill BGCSC.

3. It is understood that THE CITY will not be liable for any injuries incurred by participants who are participating in activities on or in the BGCSC Space. BGCSC shall indemnify and hold THE CITY, the City of Benton, and all of its employees harmless against losses, claims, causes of action, and liabilities on account of damage to property or injury to or death of persons arising out of negligent acts by BGCSC, its agents, employees, or programs participants.

#### **IV. Severability, Authorization, and Enforceability:**

1. In the event any clause, phrase, provision, sentence, or part of this Agreement or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

2. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

3. THE CITY may terminate this Agreement with 90 days' notice upon a finding, by a 2/3 vote by City Council, that the consideration provided by BGCSC in regards to provision of youth services is not being adequately fulfilled, adequately met, or otherwise adequately accomplishing the goals of this Agreement. To effectuate this paragraph's provision, the City Council shall during a regular or special meeting adopt a Resolution of Intent to terminate this Agreement by a 2/3 vote of the Council. The City agrees that any such vote must occur before the 90 day written notice can be submitted. The City agrees that for the City Council to take such an action, all notice provisions under Arkansas Law for regular or special meetings must be complied with prior to any such meeting calling for such Resolution to exercise this paragraph's provision. Further, the City shall notify, via the notification provisions within this Agreement, the Director of the BGCSC of the Resolution of Intent to terminate this Agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

4. In the event that BGCSC violates any provision of this Agreement, this Agreement may be terminated with 30 days' notice; however the City reserves the right to provide 30 days for BGCSC to correct the violation at the City's reasonable discretion. In the event that City funds or facilities are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, the City may terminate this Agreement with 30 days' notice. The City reserves the right to provide BGCSC 30 days to remedy the illegal or fraudulent use of City funds, but the City has no obligation to allow such remedy period. Any termination or opportunity to remedy under this paragraph shall occur after the City Council votes to terminate or allow remedy of the violation. Any Council action will be at a regular or special called meeting and only after appropriate notice of such Council meeting is provided for under Arkansas Code and City Resolutions governing the calling of meetings.

5. This Agreement will be in effect from its date of execution through the fiscal 2022, 2023, 2024, 2025, 2026 and 2027 and terminating on December 31, 2027. Assuming that THE CITY has a need to provide youth services and assuming that the use of the BGCSC Space by the BGCSC is in the best interest of THE CITY at the end of a six year term, it is anticipated that the Program Agreement will be renewed for an additional six year term by Resolution of the City Council to continue allowing the BGCSC to provide youth services in THE CITY through utilization of the BGCSC Space as defined herein. Nothing herein shall be construed as legally obligating THE CITY to renew the Program Agreement for an additional three-year term.

6. Any changes in programs or uses by BGCSC will be provided to THE CITY via a written notice provided at least 30 days prior to any such change in program or use of the facilities governed under this Use Agreement.

7. Any amendment, alteration, or change in this Agreement, other than as provided for in paragraph IV.(3) and (4) above will only be effective by the mutual assent of both parties and will be effective when reduced to writing signed by both parties and attached to this original Agreement.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

City of Benton, Arkansas,  
A municipal Corporation, First Party,

\_\_\_\_\_, Mayor Tom Farmer

Attest:



\_\_\_\_\_, City Clerk, Cindy Stracener

[SEAL]

Boys & Girls Clubs of Saline County, Inc.

User Organization, Second Party,

Authorized Signature

\_\_\_\_\_, Fred Lamaster, Board President

**ORDINANCE NO. 73 OF 2021**

**AN ORDINANCE SETTING THE 2022 PROGRAMMING RATES FOR THE PARKS AND RECREATION DEPARTMENT;**

**WHEREAS**, the City Council has determined it is in the best interest of the city to set certain programming rates for the City of Benton Parks facilities and programs which will help fund the operations of the Parks and Recreation Department.

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

SECTION 1: The City Council does hereby adopt the Programming rates, which are attached hereto collectively as Exhibit "1" to this ordinance. The fees collected from these rates shall be used by the Parks and Recreation Department to fund its operations and expenses.

SECTION 2: The rates established herein shall remain in effect until such time as the City Council modifies them by ordinance.

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



# Benton Parks and Recreation Price Sheet 2022



## GENERAL PROGRAMMING

Open Pickleball (Year-Round) .....	Members FREE, Non-Member \$5.00 Drop-In
Tournament Team Practice Requests .....	\$300.00 Annually
Late Registration Fee (Team) .....	\$35.00
Late Registration Fee (Participant) .....	\$15.00
All Adaptive Programming .....	FREE

*NO REFUNDS once Teams are formed.*

## ADULT PROGRAMMING

All Adult Programming .....	\$50.00 No-Show Fee
All Adult League Free Agent Registrations .....	FREE

*25% Discount if ½ of Team are River Center Members.*

*All Adult Programs Include Post-Season Tournament unless otherwise noted.*

*Winner of Tournaments/Playoffs will receive FREE admission to next season unless otherwise noted.*

Adult Spring Softball (8 Weeks) .....	\$450.00 per Team	(Ages 16+)
Adult Fall Softball (6 Weeks) .....	\$350.00 per Team	(Ages 16+)
Men's Summer Basketball League (8 Weeks) .....	\$300.00 per Team	(Ages 16+)
Men's Winter Basketball League (8 Weeks) .....	\$300.00 per Team	(Ages 16+)
Adult Sand Volleyball (6 Weeks) .....	\$75.00 per Team	(Ages 14+)
Adult Volleyball (6 Weeks) .....	\$250.00 per Team	(Ages 14+)
Adult Coed Kickball League (5 Weeks) .....	\$150.00 per Team	(Ages 16+)
Adult BAGGO (5 Weeks) .....	\$30.00 per Team	(Ages 16+)
Adult Coed Dodgeball (5 Weeks) .....	\$75.00 per Team	(Ages 14+)
Running Clinic .....	\$15.00 per Participant	(All Ages)
Mixed Doubles Pickleball (5 Weeks) .....	\$35.00 per Couple/\$25.00 per Individual	(Ages 14+)

# **Benton Parks and Recreation Price Sheet 2022**

## **YOUTH PROGRAMMING**

### **Multi-Sibling Discount Policy:**

On \$50.00 Registrations ..... \$10.00 OFF 2<sup>nd</sup> Child, \$20.00 OFF 3<sup>rd</sup> Child, FREE for 4<sup>th</sup> Child  
On \$30.00 Registrations ..... \$5.00 OFF 2<sup>nd</sup> Child, \$10.00 OFF 3<sup>rd</sup> Child, FREE for 4<sup>th</sup> Child

Spring Youth Softball (8 Weeks) .....	\$50.00 per Participant	(Ages 4 – 16)
Fall Youth Softball (4 Weeks) .....	\$150.00 per Team	(Ages 4 – 16)
Returning Benton team from Spring .....	\$125.00 per Team	
Youth Track (8 Weeks) .....	\$50.00 per Participant	(Ages 5 – 16)
Youth Volleyball (6 Weeks) .....	\$50.00 per Participant	(Grades 1 <sup>st</sup> -9 <sup>th</sup> )
Youth Sand Volleyball (4 Weeks) .....	\$30.00 per Participant	(Grades 6 <sup>th</sup> -9 <sup>th</sup> )
Youth Disc Golf (4 Weeks) .....	\$30.00 per Participant	(Ages 8 – 16)
Youth Wrestling (6 Weeks) .....	\$30.00 per Participant	(Ages 9 – 16)
Youth Fishing Camp (1 Week) .....	\$30.00 per Participant	(Ages 9 – 16)
Beginner Kayaking (4 Weeks) .....	\$30.00 per Participant	(Ages 9 – 16)
Youth Pickleball (4 Weeks) .....	\$30.00 per Participant	(Ages 9 – 16)

## **TOTS PROGRAMMING**

Spring Blastball (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)
Fall Blastball (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)
Little Olympians (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)
Little Spikerz (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)
Rising Stars (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)
Tiny Anglers (4 Weeks) .....	\$30.00 per Participant	(Ages 3 – 5)

## **FAMILY NIGHT OUT PROGRAMMING**

Family Track Nights (2 Weeks) .....	FREE	(Ages 5 – 16)
Family Disc Golf Nights (1 Week) .....	FREE	(Ages 8 – 16)
Family Pickleball Nights (1 Week) .....	FREE	(Ages 9 – 16)

## **MISCELLANEOUS**

Youth Volleyball Clinics (1 Week) .....	\$15.00 per Participant	(Grades 1 <sup>st</sup> -9 <sup>th</sup> )
Youth Disc Golf Clinics (1 Week) .....	\$15.00 per Participant	(Ages 8 – 16)



# **Benton Parks and Recreation Price Sheet 2022**

## **SPECIAL EVENTS**

<b>Mountain Bike Clinic</b> (1 Day Event) .....	\$50.00 per Participant	(All Ages)
<b>Bike Clinics</b> (1 Day Event) .....	FREE	(All Ages)
<b>Xtreme Park Day</b> (1 Day Event) .....	FREE	(All Ages)
<b>Discovery in the Park</b> (1 Day Event) .....	FREE	(All Ages)
<b>Santa in the Park</b> (1 Day Event) .....	FREE	(All Ages)
<b>July 4<sup>th</sup> Bash</b> (1 Day Event) .....	FREE	(All Ages)
<b>Yappy Hour</b> (1 Day Event) .....	FREE	(All Ages)
<b>Touch-A-Truck</b> (1 Day Event) .....	FREE	(All Ages)
<b>Adaptive Dance</b> (1 Day Event) .....	FREE	(All Ages)
<b>Magic in the Park</b> (1 Day Event) .....	FREE	(All Ages)
<b>Bags-Brews-BBQ</b> (1 Day Event) .....	FREE	(All Ages)
<b>Movie in the Park</b> (1 Day Event/Multiple Events) .....	FREE	(All Ages)
<b>Natatorium Movies</b> ..... \$4.00 per Participant/FREE for Members with ID Card/3 & Under FREE		
<b>Underwater Easter Egg Hunt</b> (1 Day Event) .....	FREE	(All Ages)
<b>Non-River Center Members</b> ..... \$5.00 per Participant		
<b>Father-Daughter Dance</b> (1 Day Event) .....	\$30.00 per Couple	(All Ages)
<b>Additional Child</b> ..... \$7.00 each additional Child		
<b>Mother-Son Dance</b> (1 Day Event) .....	\$30.00 per Couple	(All Ages)
<b>Additional Child</b> ..... \$7.00 each additional Child		
<b>Art in the Park</b> (1 Day Event) .....	\$25.00 per Couple	(Ages 3-15)
<b>Additional Child</b> ..... \$7.00 each additional Participant		
<b>Princess in the Park</b> (1 Day Event) .....	\$25.00 per Participant	(All Ages)
<b>Pumpkins in the Park</b> (1 Day Event) .....	\$15.00 per Participant	(All Ages)
<b>Sip and Paint</b> (1 Day Event) .....	\$30.00 per Participant	(21 & Up)
<b>Race Series 5k</b> (1 Day Event/Multiple Events) .....	\$25.00 per Participant/12UFree	
<b>Late Registration Fee</b> ..... \$30.00 per Participant		
<b>Day of Registration Fee</b> ..... \$35.00 per Participant		
<b>Fun Run</b> (1 Day Event) .....	\$5.00 per Participant/12UFree	
<b>Late Registration Fee</b> ..... \$10.00 per Participant		
<b>Day of Registration Fee</b> ..... \$15.00 per Participant		

# **Benton Parks and Recreation Price Sheet 2022**

## **AQUATICS**

<b>Pool Parties (2-Hour Rental)</b> .....	Price varies by Room
<b>Room 1 &amp; 3</b> .....	\$200.00/2-Hour Time Slot
<b>Room 2</b> .....	\$150.00/2-Hour Time Slot
<b>Special Event Rental (Aquatics Area-Fully Staffed)</b> .....	\$2,500.00 per Day
<b>Swim Lessons</b> .....	Price varies by Situation
<b>Group Swim Lessons (School Year)</b> .....	\$70.00/ Twice a Week/Lessons 4-6 Weeks
<b>Group Swim Lessons (School Year)</b> .....	\$45.00/ Once a Week/Lessons 4-6 Weeks
<b>Private Lessons</b> .....	\$25 for a 30min Lesson
<b>Sharks Swim League (Summer Season)</b> .....	\$85.00 per Participant
<b>Multi-Sibling Discount Policy:</b>	
\$10.00 OFF 2 <sup>nd</sup> Child, \$20.00 OFF 3 <sup>rd</sup> Child, \$260.00 Total for 4+ Children	
<b>Sharks Swim Clinic</b> .....	\$25.00/Per Child/Per Clinic
<b>All 3 Clinics</b> .....	\$10 Discount
<b>Mermaid Experience</b> .....	\$25.00 per Participant
<b>Mermaid Party</b> .....	\$200.00 in Addition to a Pool Party Room Rental/Up to 10 "Mermaid" Children
<b>Racers (Contract)</b> .....	\$200.00 per Month
<b>Facility Fee</b> .....	\$10.00 per Swimmer/per Meet
<b>Benton High School Swim Team (Contract)</b> .....	\$1,000.00 per Season
<b>Masters Swim Team</b> .....	\$40.00 Members/\$60.00 Non-Members
<b>Lifeguard Class</b> .....	\$200.00 per Person
<b>Lifeguard Recertification</b> .....	\$100.00 per Person
<b>Water Polo</b> .....	Members FREE, Non-Member \$5.00 Drop-In



**ORDINANCE NO. 74 OF 2021**

**AN ORDINANCE ESTABLISHING POLICIES FOR  
SPONSORSHIPS AND SETTING RATES FOR SPONSORSHIPS  
FOR YOUTH AND ADULT PROGRAMS;**

**WHEREAS**, the City Council has determined it is in the best interest of the city to establish policies and to set rates for the selling of sponsorships for youth and adult programs in order to obtain additional revenue for the city and to offset the cost of materials and to keep registration fees low.

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

**SECTION 1:** The City Council does hereby adopt the policies for the selling of sponsorships which is attached hereto as Exhibit " 1" to this ordinance.

**SECTION 2:** In addition thereto, the City Council does hereby adopt the sponsorship rates for sponsorships towards youth and adult programs which are attached to this ordinance as Exhibit" 1".

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

ADULT/YOUTH PROGRAM

Sponsorship

OPPORTUNITIES



Parks & Recreation

CITY OF BENTON

- TIER 1 (200+ Participants) \$1,000.00

TIER 2 (100-199 Participants) \$750.00

TIER 3 (50-99 Participants) \$500.00

TIER 4 (10-49 Participants) \$250.00

ADULT PROGRAMS:

Spring & Fall Adult Softball, Summer & Winter Basketball, Adult Volleyball, Adult Kickball, Adult Baggo, Adult Sand Volleyball

(Tier placement is based on previous year's participation)

PACKAGES:

- Combine Spring & Fall or Summer & Winter Programs and take ½ OFF the Fall/Winter Program

• ALL Adult Programs: \$4,000.00

BENEFITS:

- Recognition in Program Name (i.e. "Program Name, presented by...")

• Recognition and company logo on all program shirts, print, digital and social media where possible.

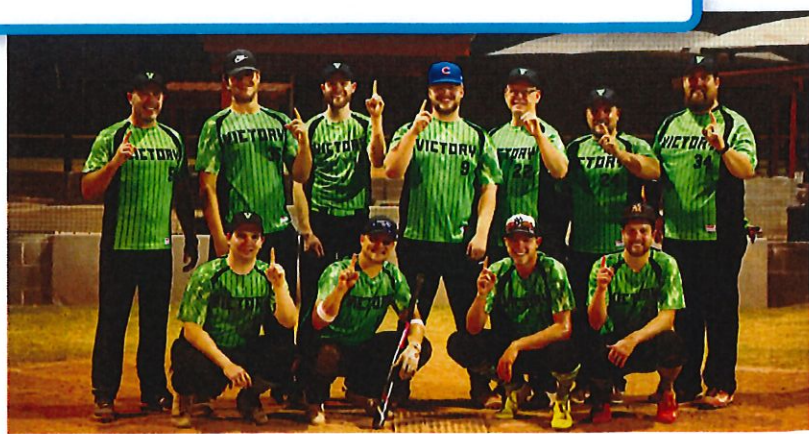
• Recognition during announcements at program. Company logo and/or company name on any league schedule, brackets and/or standings.

• The purchase of 1 banner with sponsor logo to be displayed at either concessions or entrance on all program nights.

• Space provided for sponsorship table for related materials, product and signage. This includes all program nights and/or program events.

• (1) One complimentary program registration for sponsored program.

(All sponsorship related materials and products must be approved by Benton Parks & Recreation Staff)





## YOUTH PROGRAMS:

Spring & Fall Youth Softball, Youth Volleyball, Youth Track, Spring & Fall Miracle League, Youth Sand Volleyball, Adaptive Sports Camp, Adaptive Volleyball, Youth Fishing, Youth Disc Golf, Youth Pickleball

*(Tier placement is based on previous year's participation)*

## PACKAGES:

- Combine Spring & Fall Programs and take **½ OFF** the Fall Program
- Combine with Tot Program and take **\$100.00 OFF** the Tot Program
- ALL Adaptive Programs: **\$750.00**
- ALL Youth Programs: **\$5,000.00**

## TOTS PROGRAMS:

Spring & Fall Blastball, Little Olympians, Rising Stars, Tiny Anglers, Lil Spikerz

*(Tier placement is based on previous year's participation)*

## PACKAGES:

- Combine Spring & Fall Programs and take **½ OFF** the Fall Program
- All Tier 3 & 4 Tots Programs: **\$750.00**
- ALL Tots Programs: **\$1,750.00**

## BENEFITS:

- Recognition in Program Name (i.e. "Program Name, presented by...")
- Recognition and company logo on all program shirts, print, digital and social media where possible.
- Recognition during announcements at program. Company logo and/or company name on any league schedule, brackets and/or standings.
- Space provided for sponsorship table for related materials, product and signage. This includes all program nights and/or program events.
- (1) One complimentary program registration for sponsored program.

*(All sponsorship related materials and products must be approved by Benton Parks & Recreation Staff)*

# Sponsorship

## ADULT/YOUTH PROGRAM





## CITY OF BENTON

### Advertising and/or Sponsorship Agreement for Riverside Park

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and among \_\_\_\_ Saline Memorial Hospital \_\_\_\_, referred to as "Advertiser/Sponsor", and the City of Benton, hereinafter referred to as "City".

Whereas, the City desires to sell certain advertising and/or sponsorship rights to the Advertiser/Sponsor named herein. The Advertiser/Sponsor desires to acquire certain of such advertising and/or sponsorship rights upon the terms and conditions set forth. Therefore, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree to the following:

1. **Granting of Advertising Rights:** City hereby grants to the Advertiser/Sponsor the right to advertise on the specific items described on Exhibit A. The advertising/sponsorship shall be operated and shown in accordance with Exhibit A.
2. **Term:** This agreement and the grant of advertising/sponsorship rights hereunder shall be for the Therapy/Leisure Pool.
3. **Advertising/Sponsorship Fees:** In consideration of the advertising/sponsorship, Advertiser/Sponsor shall pay to City the sum of **\$5,000** dollars, payable in accordance with Exhibit B.
4. **Default:** For purposes of this Agreement, a Default shall be defined as:
  - a. Failure to perform or observe any term of this agreement for sixty (60) days (thirty days in the case of nonpayment of monetary obligations of Advertiser/Sponsor hereunder) after the receipt of written notice thereof, or
  - b. Insolvency shall be defined as a general assignment of this Agreement for the benefit of creditors, or the filing, voluntarily or involuntarily, of a petition of bankruptcy.
5. **Remedies:** In the case of an event of Default and the continuance of such default beyond any period provided above, the non-defaulting party shall have all remedies available to it under law or equity, including, without limitation, the right to terminate this Agreement immediately upon giving written notice to the defaulting party. In the event of such Default by Advertiser/Sponsor, the City has the right to immediately remove any Advertiser/Sponsor logo from the property listed in Exhibit A. In the event of such Default by Advertiser/Sponsor, Advertiser/Sponsor will be responsible for any costs associated with removal of its logo.
6. **Impossibility:** In the event that it becomes impractical or impossible for the City to host events in the facility described in Exhibit A, Advertiser/Sponsor, can, but is not required to, request substitute advertising/sponsorship during the period of impracticality or impossibility. In its sole discretion, the City shall make best efforts to provide alternative advertising/sponsorship that is of similar value. This alternative/sponsorship shall be Advertiser/Sponsor's sole remedy in the event the City is unable to host events in the facility described in Exhibit A. In WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

By: \_\_\_\_\_ Date \_\_\_\_\_  
Director of Parks and Recreation

Attest:

By: \_\_\_\_\_ Date \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_  
Advertiser (Print & Sign)



Exhibit A

Therapy Pool/Leisure Pool: SOLD

Commitment: \$5,000/year for five years

The Leisure Pool sponsor will have their logo displayed on the wall adjacent to the Leisure pool. Each sponsor will have one (1) two-hour reservations (each year) for sponsor's business in one of the pool party rooms, and receive first rights to renewal of the contract when contract is set to expire.

Exhibit B

*Advertising/Sponsorship Fees*

1. Advertiser/Sponsor shall pay to the City for the rights granted to the Advertiser/Sponsor herein during the term:

Please check one:

- ☐ 1) The Sum of \$ \_\_\_\_\_ thousand dollars in one payment (total amount due),
- ☒ 2) Yearly payments in the amount of \$ \$5,000 for a period of 5 years, or
- ☐ 3) Monthly payments in the amount of \$ \_\_\_\_\_ for a total of 12 monthly payments for \_\_\_\_\_ years.

The first payment is due on January 1, 2022, and subsequent payments payable by January 1<sup>st</sup> of each year. Payments may be made by check, payable to Benton Parks and Recreation.

**RESOLUTION NO. 109 OF 2021**

**A RESOLUTION EXEMPTING NEW YEAR'S EVE BALL DROP  
ACTIVITIES FROM ORDINANCE NO. 29 OF 2007; AND FOR  
OTHER PURPOSES**

**WHEREAS**, Ordinance No. 29 of 2007 prohibits excessive noises within the City of Benton, Arkansas, and authorizes the City Council to pass a Resolution exempting public activities like musical events from the Ordinance; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, wishes to designate those activities that are occurring in and around the area of ACDI (North, Cross & North Main Streets), or any other area in use for the official New Year's Eve Ball Drop activities during the time period of December 31, 2021, 9:00 PM to January 1, 2022, 12:30 AM, as a public activity as described in Ordinance No. 29 of 2007, Section 4, Paragraph 3.

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

**SECTION 1:** The City Council does hereby grant its approval pursuant to Ordinance No. 29 of 2007, Section 4 Paragraph 3, for the New Year's Eve Ball Drop activities to occur and designates this event as a public activity exempt from the noise restrictions contained in Ordinance No. 29 of 2007. This designation is from December 31, 2021 to January 1, 2022 and shall include such additional time as may be necessary to conduct set up and break down of equipment prior to and after the event.

PASSED AND APPROVED this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**RESOLUTION NO. 110 OF 2021**

**A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 513 WEST ASHLEY STREET 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 513 West Ashley Street, 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 white structure, which is approximately 500 square feet;

**WHEREAS**, from land documents, Alan Blakley has owned the property for an indeterminant period of time, but at least since 2004;

**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 513 West Ashley Street, 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 Benton City Council that the structure located at 513 West Ashley Street, 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 the \_\_\_\_ day of November 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018



November 4, 2021

Alan Blakley  
706 Edgehill Dr.  
Benton, AR 72015

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

Dear Property Owner,

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

On November 22, 2021 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



Track Another Package +

Tracking Number: 70172680000051059234

Remove X

Your item was delivered to an individual at the address at 12:10 pm on October 14, 2021 in BENTON, AR 72015.

## ✓ Delivered, Left with Individual

October 14, 2021 at 12:10 pm  
BENTON, AR 72015

Get Updates ✓

Text & Email Updates

## Tracking History

October 14, 2021, 12:10 pm  
Delivered, Left with Individual  
BENTON, AR 72015

Your item was delivered to an individual at the address at 12:10 pm on October 14, 2021 in BENTON, AR 72015.

October 14, 2021, 3:53 am  
Departed USPS Regional Facility  
LITTLE ROCK AR DISTRIBUTION CENTER

October 13, 2021, 7:04 pm  
Arrived at USPS Regional Facility  
LITTLE ROCK AR DISTRIBUTION CENTER

U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

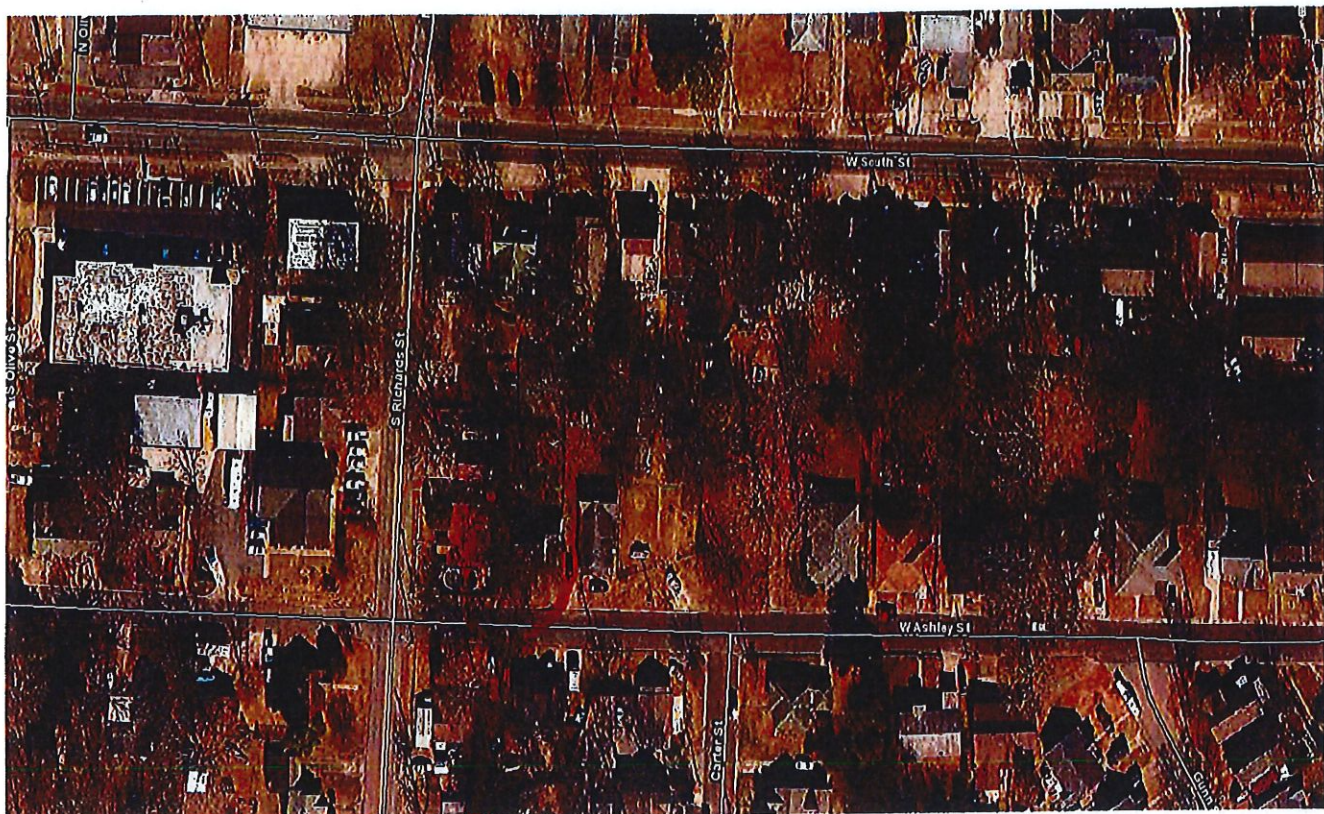
**OFFICIAL USE**

Certified Mail Fee	\$
Extra Services & Fees (check box, add fees as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Sent to Alan Blahley  
Street and Apt. No., or PO Box No. 706 Edgehill Dr.  
City, State, ZIP+4® Benton, AR 72015

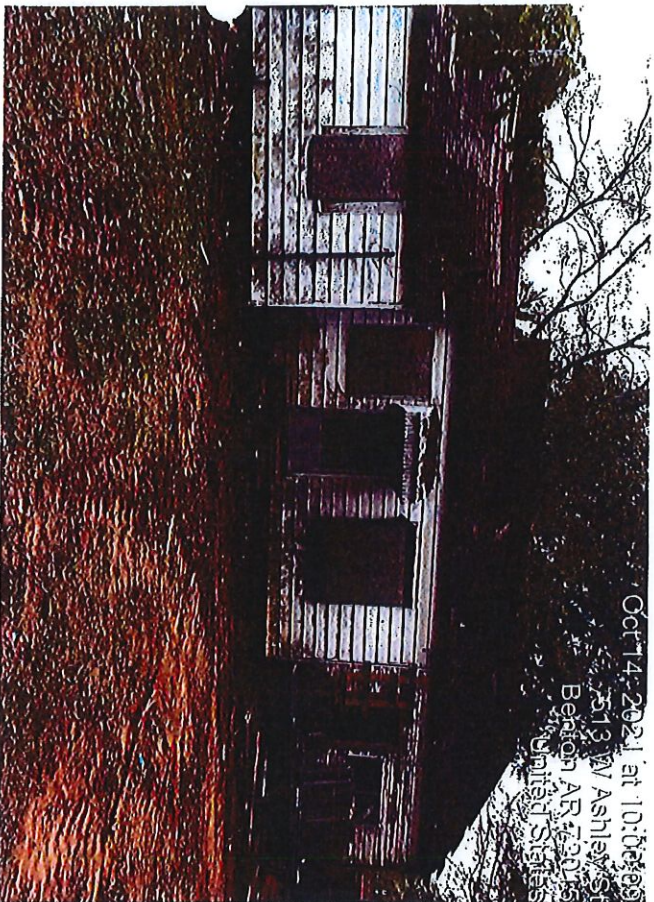
PS Form 3800, April 2016 PSN 7530-02-000-9047 See Reverse for Instructions

Feedback



513 W Ashley







**RESOLUTION NO. 111 OF 2021**

**A RESOLUTION TO CONDEMN THE STRUCTURE LOCATED AT 511 SOUTH THIRD STREET 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 511 South Third Street, 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 white structure, which is approximately 1,100 square feet;

**WHEREAS**, from land documents, Nicholas and Sons Properties has owned the property for an indeterminant period of time, but at least since 2020;

**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 511 South Third Street, 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 Benton City Council that the structure located at 511 South Third Street, 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 the \_\_\_\_ day of November 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk





# CITY OF BENTON

Community Development  
PO Box 607  
Benton, Arkansas 72018



November 4, 2021

Nicholas and Son Properties  
P.O. Box 862  
Benton, AR 72018

**Re: 511 Third St., Benton, AR. 72015 (parcel 800-67777-000)**

Dear Property Owner,

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

On November 22, 2021 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

**U.S. Postal Service™**  
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**OFFICIAL USE**

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Nicholas and Son Properties

Street and Apt. No., or P.O. Box No.

P.O. Box 862

City, State, ZIP+4®

Benton, AR 72018

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark  
Here

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nicholas and Son Properties  
 P.O. Box 862  
 Benton, AR 72018



9590 9402 2432 6249 8340 21

2. Article Number (Transfer from service label)

7017 2680 0000 5105 9210

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Craig Nicholas*

C. Date of Delivery

D. Is delivery address different from Item 1? ☒ Yes  
 If YES, enter delivery address below: ☐ No



3. Service Type

- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

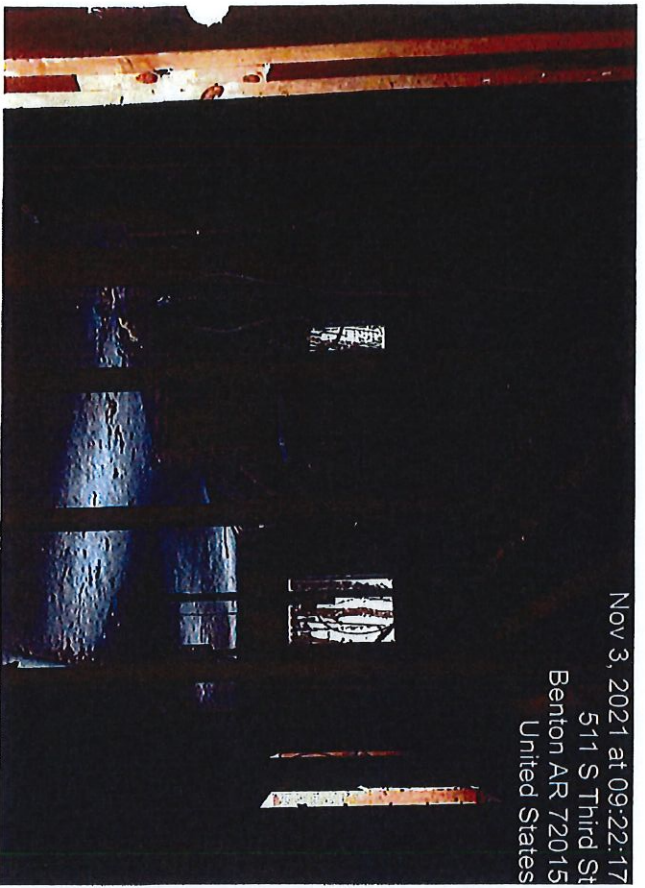
Domestic Return Receipt



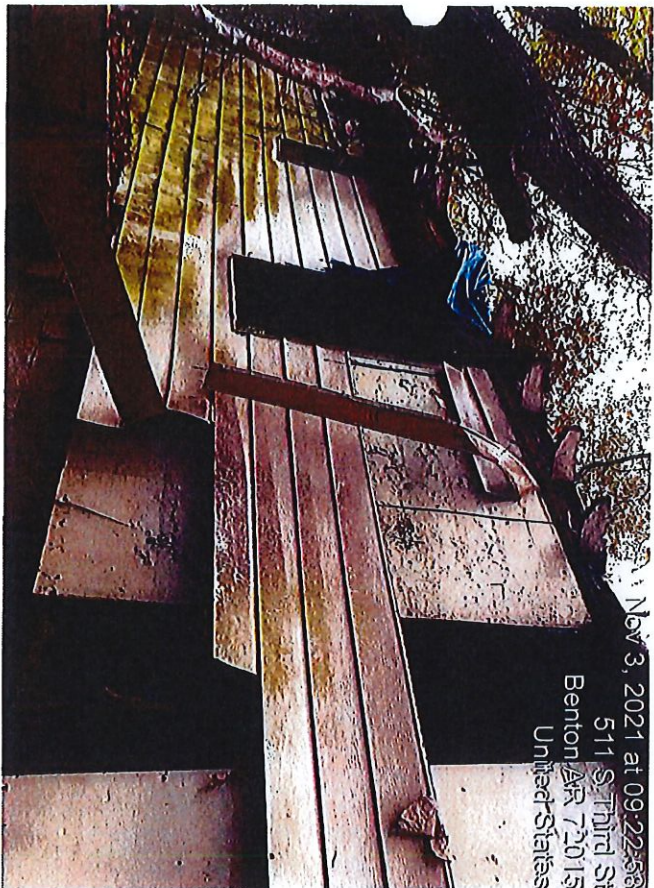


511 S 3<sup>rd</sup> St.

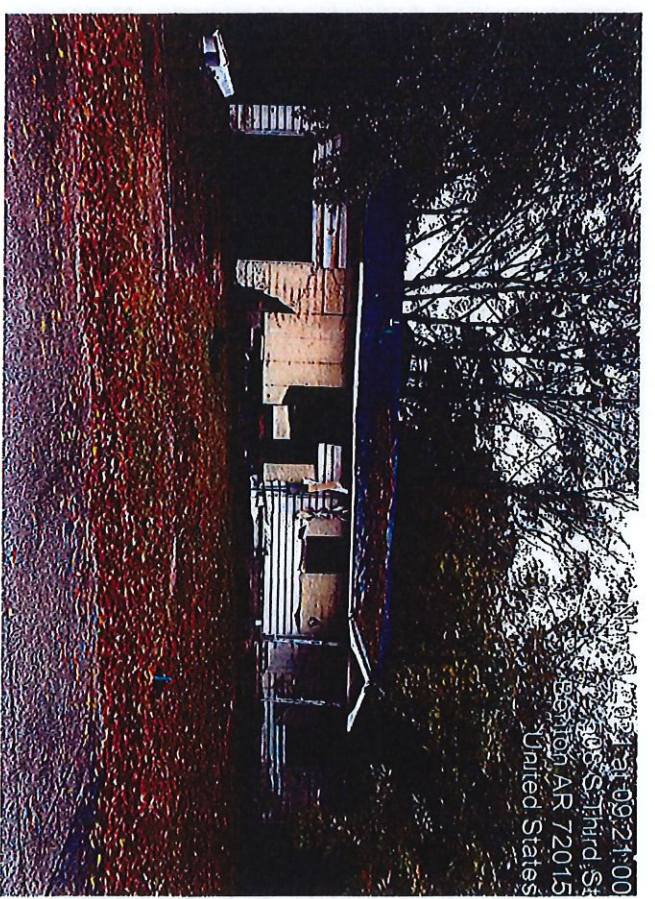




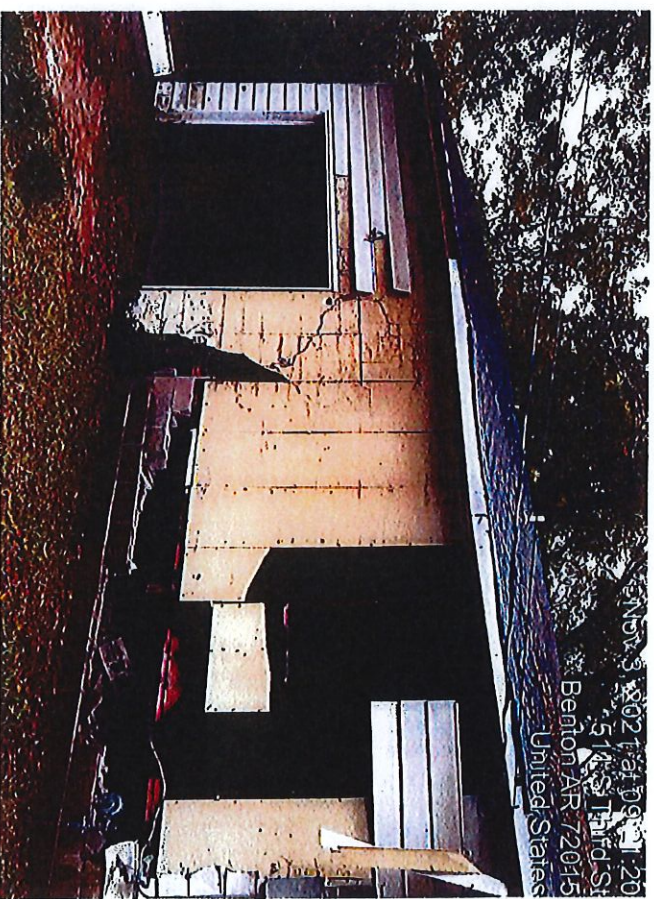
Nov 3, 2021 at 09:22:17  
511 S Third St  
Benton AR 72015  
United States



Nov 3, 2021 at 09:22:58  
511 S Third St  
Benton AR 72015  
United States



Nov 3, 2021 at 09:24:00  
511 S Third St  
Benton AR 72015  
United States



Nov 3, 2021 at 09:24:20  
511 S Third St  
Benton AR 72015  
United States



**ORDINANCE NO. 75 OF 2021**

**AN ORDINANCE AMENDING ORDINANCE NO. 1 OF 1978 CREATING  
A SPECIAL PERMIT FOR MISTLETOE MARKET; DECLARING AN  
EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, Ordinance No. 1 of 1978 requires business to make certain payments to be licensed to do business in the City of Benton, Arkansas;

**WHEREAS**, the licensing requirements of Ordinance No. 1 of 1978 contemplate a business being in long-term operation;

**WHEREAS**, each year the City hosts a Mistletoe Market in celebration of the holidays, which offers artists and craft makers the opportunity to sell their goods; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to create a Mistletoe Market Business Permit, which will authorize artists, craft makers, and other similar businesses to do business in the City at Mistletoe Market.

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

**SECTION 1:** Section II of Ordinance No. 1 of 1978 is amended to add the following:

In lieu of paying the occupation fee, any business that desires to participate in Mistletoe Market may purchase a Mistletoe Market Business Permit. Said Mistletoe Market Business Permit fee shall be \$10.00 annually. Said Mistletoe Market Business Permit is good only for the transaction of business at Mistletoe Market during the year in which the permit is issued. Any business that desires to do business in the City outside of the Mistletoe Market must pay the occupation fee as otherwise required in this Section.

**SECTION 2:** Because the additional fee is necessary for the promotion of business in the City, an emergency is hereby declared to exist, and this Ordinance, being necessary for the promotion of public peace, health, and safety, shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED this \_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

## **RESOLUTION NO. 112 OF 2021**

### **A RESOLUTION SUPPORTING THE CREATION OF AN INCOME TAX CREDIT FOR LAW ENFORCEMENT OFFICERS IN THE STATE OF ARKANSAS.**

**Whereas**, the Governor's Task Force to Advance the State of Law Enforcement in Arkansas recommended legislation that eases the state income tax burden on active full-time law enforcement officers and recommended ensuring that entry level salaries for law enforcement officers be equivalent to or above the average annual wage in Arkansas;

**Whereas**, the average annual wage for law enforcement officers in Arkansas ranks 49<sup>th</sup> in the nation and averages \$40,750 annually, below the average statewide wage in Arkansas of \$42,690; and the average entry level wage for law enforcement officers in Arkansas is \$28,610, barely above the yearly earnings of a minimum wage worker;

**Whereas**, law enforcement officers in the State of Arkansas risk their lives every day, working long hours for subpar wages, while Arkansas has one of the highest violent crime rates in the nation and ranks as the 4<sup>th</sup> most dangerous state in the nation;

**Whereas**, the Governor's Task Force to Advance the State of Law Enforcement in Arkansas identified low salaries and agency funding to be the biggest barriers to law enforcement retention, recruitment, and hiring; and

**Whereas**, a state income tax credit for full-time law enforcement officers promoting retention, recruitment, hiring, a boost in morale, and greater economic security for law enforcement officers and their families, would help promote and enhance public safety.

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

**SECTION 1:** Pursuant to the authority granted in Ark. Code §§ 14-58-202 and 14-58-203, the City Council does hereby support full-time law enforcement officers in Arkansas and to "Back the Blue";

**SECTION 2:** The CITY OF BENTON, acting by and through the CITY COUNCIL OF THE CITY OF BENTON, ARKANSAS, hereby resolves to support and advocate for the passage by the General Assembly and signing by the Governor of Arkansas, of legislation creating: a state income tax credit for full-time law enforcement officers; that the full-time law enforcement income tax credit legislation include signed verification requirements before a full-time law enforcement officer may qualify for the state income tax credit; and



respectfully encourage the full-time law enforcement state income tax credit legislation to be a legislative priority of the General Assembly and the Governor of the State of Arkansas.

PASSED AND APPROVED this the \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

## **ORDINANCE NO. 76 OF 2021**

### **AN ORDINANCE ADOPTING AN AMENDMENT TO BENTON UTILITIES EMPLOYEE PENSION PLAN AND TRUST; AND FOR OTHER PURPOSES**

**WHEREAS**, pursuant to ordinance and the current plan documents, the City Council of the City of Benton, Arkansas, has the sole and exclusive authority to consider and adopt all proposed amendments to the Benton Utilities Employee Pension Plan ("Utilities Plan");

**WHEREAS**, since the City Council established the Public Utility Commission "to manage and operate" the Utilities Department, there has been a mutual effort to sever the administrative and personnel ties between the two entities;

**WHEREAS**, before the adoption of Resolution No. 67 of 2019, which amended the Utilities Plan documents to allow for the creation of an "Administrative Committee" made up of utility department personnel and a Utility Commission Representative to provide management of the Utilities Plan, the Public Utility Commission, did not have authority and/or oversight for the administration and operation of the Utilities Plan;

**WHEREAS**, the Administrative Committee of the Utilities Plan has determined after several meetings with the Plan's Actuary and Investment Counselors that the Utilities Plan's interest would best be served if all Utilities Plan amendments were considered and adopted by the Public Utility Commission; and

**WHEREAS**, Ordinance No. 46 of 2004, Section 3, which created the Public Utility Commission, states that "the Commission is hereby granted full power to manage, operate, control, supervise, improve, extend, maintain and contract concerning the system" of which the employee pension plan is a part.

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

**SECTION 1:** The Benton Utilities Employee Pension Plan is hereby adopted as follows:

Article 9, Section 9.01 "Right of Employer to Amend Plan"

"The City of Benton Public Utilities Commission as the employer shall have the right to amend the Plan pursuant to recommendations of the Plan's Administrative Committee."



**SECTION 2:** At any time in the future if the Benton Public Utility Commission ceases to exist, the management and oversight of the Utilities Plan shall become the responsibility of the City of Benton.

**SECTION 3:** All ordinances and resolutions containing provisions that conflict with this ordinance shall be deemed null and void.

PASSED AND APPROVED this the \_\_\_\_\_day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

**RESOLUTION NO. 113 OF 2021**

**A RESOLUTION RATIFYING AND CONFIRMING THE APPOINTMENT OF PAM GIBSON AS COMMISSIONER TO THE CITY OF BENTON PLANNING & ZONING COMMISSION; AND FOR OTHER PURPOSES**

**WHEREAS**, the City of Benton, Arkansas, created the City of Benton Planning & Zoning Commission by Ordinance 29 of 1964; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to appoint PAM GIBSON to fill the unexpired term of former commissioner ERIC RYTIMA. She will serve the remainder of the term until its expected expiration date of January 1, 2025.

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

**SECTION 1:** Pam Gibson is hereby confirmed as a member of the City of Benton Planning & Zoning Commission.

PASSED AND APPROVED this the \_\_\_\_ day of November 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk



**ORDINANCE NO. 77 OF 2021**

**AN ORDINANCE PROVIDING FOR A CONDITIONAL USE FOR A  
CHURCH LOCATED AT 19927 INTERSTATE 30 SOUTH; AND FOR  
OTHER PURPOSES**

**WHEREAS**, an application for a Conditional Use Permit was filed with the Planning Commission of the City of Benton, Arkansas, by Fred Briner Realty Company requesting that property at 19927 Interstate 30 South be issued a Conditional Use Permit for the purpose of having a church in a LI Light Industrial Zone;

**WHEREAS**, the Planning Commission ordered a public hearing be held on November 2, 2021 at 6:00 p.m. for the purpose of hearing said application; the notice of such hearing having been published in a newspaper having a bona fide circulation in Saline County, Arkansas, with evidence submitted that all adjacent property owners or lessees having been notified of said hearing; and at said hearing, the Planning Commission resolved to approve the application for a Conditional Use Permit; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to grant a Conditional Use Permit to Fred Briner Realty Company for having a church situated on the property in a LI Zone.

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

**SECTION 1:** Fred Briner Realty Company is hereby granted a Conditional Use Permit for having a church at the following location:

19927 I-30 S, Benton, Arkansas 72015  
Parcel Number: 805-05003-000

PASSED AND APPROVED, this \_\_\_\_\_ day of November, 2021.

\_\_\_\_\_  
Tom Farmer, Mayor

\_\_\_\_\_  
Cindy Stracener, City Clerk

## **ORDINANCE NO. 78 2021**

### **AN ORDINANCE AMENDING ORDINANCE 66 OF 2013; AMENDING THE SUBDIVISION RULES AND REGULATIONS WITHIN THE CITY OF BENTON, ARKANSAS, RELATED TO FINAL PLAT APPROVAL; AND FOR OTHER PURPOSES**

**WHEREAS**, where appropriate the City Council of the City of Benton, Arkansas, desires to streamline the process for approval of new developments within the City;

**WHEREAS**, the Office of Community Development of the City has identified the approval of final plats as a part of the approval process that could be streamlined; and

**WHEREAS**, the City Council has determined that Ordinance 66 of 2013 should be amended with a new addition to Section 3.7 – Approval of the Final Plat as contained in Exhibit “A” to the ordinance.

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

**SECTION 1:** Section 3.7 – Approval of the Final Plat is amended to read as follows:

#### 3.7 Approval of the Final Plat

Whenever a Final Plat has been submitted to the Planning Commission that is in conformance with an approved Preliminary Plat and the provisions of Section 3.6, the Planning Commission shall consider and take action on the plat.

City Staff and Benton Utilities staff shall review the Final Plat for correctness. The developer may be charged an additional review fee if the plat is found to be in substantial error.

Before Final Plat Approval is given electronic and hard copy as-builts of the streets, drainage and utilities shall be provided by a Registered Professional Engineer to the Community Development Department and Benton Utilities in quantities specified by the Community Development Department. For multi-phase projects, as-builts shall be provided for each phase and shall include an update of all previous phases.

Application for Final Plat Approval shall be filed with the Community Development Department at least 20 calendar days prior to the regular meeting date of the Planning Commission in order to be considered at said meeting. The Planning Commission will not take action on any applications received less than 20 working days before its meeting. Staff will provide notice of deficiencies if any, to the developer or his/her designated agent no less than 10 calendar days prior to the Planning Commission meeting. Staff will need a minimum of 5 calendar days to review corrections. Deficiencies shall be corrected by 8:00 a.m. on the business day prior to the Planning Commission meeting.



Prior to Final Plat Approval, sewer lines will be inspected by video in accordance with Ordinance 5 of 2008.

Any applicant contesting notice of alleged deficiencies may be placed on the Planning Commission agenda.

Failure of the Planning Commission to act within 60 days from receipt of the application shall be deemed approval of the Final Plat and waives all further plat requirements of these rules and regulations.

If the Final Plat is disapproved, the applicant shall be so notified in writing and the reason therefore shall be enumerated.

The Chair of the Planning Commission shall sign the final plat once approval is given by the Planning Commission. If the plat is approved by the Planning Commission with conditions, the plat will not be signed until such conditions are satisfied. The Planning Commission may develop a protocol by which City Staff, in prescribed situations, may execute a Certificate of Final Plat approval.

If the Community Development Director, in consultation with the City Planner and the Chair of the Planning Commission, finds the submitted final plat to be substantially unchanged from the approved preliminary plat, with all property lines, setbacks, rights-of-way, and utilities shown on the submitted final plat and certified by a Professional Engineer, the Community Developer Director may forego Planning Commission review and approve the Final Plat at a staff level.

The Community Development Department should be notified in writing of any changes in ownership (with contact information) after Final Plat approval is given.

PASSED AND APPROVED this \_\_\_\_\_ day of November 2021.

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Tom Farmer, Mayor

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Cindy Stracener, City Clerk