

**BENTON CITY COUNCIL**

**August 23, 2021**

**6:00 PM**

**AGENDA**

- I. CALL TO ORDER Mayor Tom Farmer**
- II. INVOCATION Pastor Gene Huskey**
- III. PLEDGE OF ALLEGIANCE Council Member Knight**
- IV. ROLL CALL City Clerk**
- V. APPROVAL OF MINUTES July 26, 2021  
Regular Meeting**
- VI. APPROVAL OF MINUTES August 2, 2021  
Special Called Meeting**
- VII. PROCLAMATION RECOGNIZING  
RUSSELL GOODWIN**
- VII. ARKANSAS ASSOCIATION OF CHIEFS OF POLICE PRESENTATION**
- VIII. ORDINANCE NO. 48 OF 2021 Mayor Tom Farmer  
AN ORDINANCE LEVYING A TAX ON ALL REAL AND PERSONAL  
PROPERTY IN THE CITY OF BENTON, ARKANSAS FOR CITY  
GENERAL AND FOR THE FIREMAN'S PENSION AND RELIEF  
FUND; DECLARING AN EMERGENCY; AND OTHER MATTERS  
PERTAINING THERETO.**
- IX. COMMITTEE REPORTS & MOTIONS**
  - 1. FINANCE COMMITTEE Council Member Morrow  
RESOLUTION NO. 74 OF 2021  
A RESOLUTION CLOSING THE SALINE COUNTY DISTRICT COURT  
REGIONS BANK ACCOUNT AND OPENING AN ACCOUNT AT FIRST  
SECURITY BANK FOR THE SALINE COUNTY DISTRICT COURT MONIES;  
AND FOR OTHER PURPOSES  
RESOLUTION NO. 75 OF 2021  
A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT  
WITH PROPERTYROOM.COM FOR PROVIDING AUCTION SERVICES  
FOR THE POLICE DEPARTMENT; AND FOR OTHER PURPOSES  
RESOLUTION NO. 76 OF 2021  
A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ORDER 7  
POLICE VEHICLES FOR THE 2022 FISCAL YEAR IN THE ESTIMATED  
AMOUNT OF \$270,000; AND FOR OTHER PURPOSES**

**2. PARKS COMMITTEE**

**Council Member Hart**

**ORDINANCE NO. 49 OF 2021**

**AN ORDINANCE PERMITTING CERTAIN FULLTIME EMPLOYEES TO CONDUCT BUSINESS WITH THE CITY OF BENTON AND PRESCIBING THE EXTENT OF SUCH AUTHORITY; DECLARING AN EMERGANCY; AND FOR OTHER PURPOSES**

**ORDINANCE NO. 50 OF 2021**

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

**ORDINANCE NO. 51 OF 2021**

**AN ORDINANCE PERMITTING CARL WEST TO CONDUCT BUSINESS WITH THE CITY OF BENTON AND PRESCRIBING THE EXTENT OF SUCH AUTHORITY; AND FOR OTHER PURPOSES**

**RESOLUTION NO. 77 OF 2021**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PUSH PEDAL PULL; APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES**

**RESOLUTION NO. 78 OF 2021**

**A RESOLUTION FOR THE RESURFACING OF TENNIS COURTS AT TYNDALL PARK; AND FOR OTHER PURPOSES**

**RESOLUTION NO. 79 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH CARL WEST FOR THE PROVISION OF CERTAIN RECREATIONAL SERVICES TO THE CITIZENS OF BENTON; AND FOR OTHER PURPOSES**

**3. COMMUNITY SERVICE/  
ANIMAL CONTROL**

**Council Member Reed**

**RESOLUTION NO. 80 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A REAL ESTATE LEASE WITH THE ARKANSAS GAME AND FISH COMMISSION; AND FOR OTHER PURPOSES**

**ORDINANCE NO. 52 OF 2021**

**AN ORDINACE REZONING 302 COX STREET IN THE CITY OF BENTON, SALINE COUNTY ARKANSAS FROM R2 SINGLE-FAMILY RESIDENTIAL TO R5 MULTI-FAMILY RESIDENTIAL ZONE; AND FOR OTHER PURPOSES**

**4. STREET & DRAINAGE COMMITTEE Council Member Hamm**

**RESOLUTION NO. 81 OF 2021**

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID FOR EAST SEVIER STREET DRAINAGE IMPROVEMENTS FROM JCON, INC., IN THE AMOUNT OF \$58,480.00; AND FOR OTHER PURPOSES**

5. PERSONNEL/HEALTH & SAFETY COMMITTEE Council Member Donnor

ORDINANCE NO. 53 OF 2021

AN ORDINANCE CONVERTING THE POSITION OF BICEP SERGENT TO THE POSITION OF BICEP OFFICER FOR THE CITY OF BENTON; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

RESOLUTION NO. 82 OF 2021

A RESOLUTION APPROVING THE PAYMENT OF A ONE-TIME COST OF LIVING STIPEND FOR ALL FULL-TIME EMPLOYEES AT A RATE OF 2.4% WHILE UTILIZING THE FUTURE SALARIES RESERVE ACCOUNT; AND FOR OTHER PURPOSES

6. PUBLIC UTILITIES COMMISSION Council Member Lee  
7. A&P COMMISSION Council Members Lee & Brown  
8. IT COMMITTEE Council Member Brown  
9. P&Z COMMISSION Council Member Freeman

X. Old Business

XI. Public Comments

XII. Adjourn

**MINUTES OF THE BENTON CITY COUNCIL**  
**Regular Session**  
**July 26, 2021**  
**Benton Municipal Complex**

**The Benton City Council was called to order at 6:10 p.m.**

**The Mayor gave the invocation.**

**Council Member Hart led the pledge of allegiance.**

**Roll was called.**

**The following persons were in attendance:**

<b>Council Member Frank Baptist</b>	<b>Council Member Steve Brown</b>
<b>Council Member Robin Freeman</b>	<b>Council Member Evelyn Reed</b>
<b>Council Member Bill Donnor</b>	<b>Council Member Jeff Morrow</b>
<b>Council Member Judd Hart</b>	<b>Council Member Shane Knight</b>
<b>Council Member Steve Lee</b>	<b>Council Member Jeff Hamm</b>
<b>Cindy Stracener, City Clerk</b>	<b>Baxter Drennon, City Attorney via phone</b>
<b>Tom Farmer, Mayor</b>	

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

**Council Member Morrow made a motion to approve the June 28, 2021, council meeting minutes. Seconded by Council Member Hamm. The Mayor called for a voice vote. All council members voted in the affirmative. The minutes were approved with 10 affirmative votes. Council Member Morrow made a motion to approve the June 28, 2021 public hearing minutes. Seconded by Council Member Lee. The Mayor called for a voice vote. All council members voted in the affirmative. The minutes were approved with 10 affirmative votes.**

**The next item on the agenda was the swearing in of new police officers.**

**Council Member Lee made a motion to adopt Resolution 64 of 2021 – A Resolution Exempting Amplify Fest Activities from Ordinance 29 of 2007; and For Other Purposes. Seconded by Council Member Hamm. The resolution was read by the city clerk. The Mayor asked for any comments. Council Member Hart asked if this would allow fireworks. He was told no. 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 64 of 2021 was adopted with 10 affirmative votes.**

**The next item on the agenda was committee reports and motions. Council Member Morrow was recognized for a report from the Finance Committee. Council Member Morrow made a motion to read and adopt Ordinance 30 of 2021 Amended and Substituted – An Ordinance Authorizing an Increase For the Local Fire Pension That Consolidated into LOPFI; and For Other Purposes. Seconded by Council Member Lee. The ordinance was read by the city clerk.**

The Mayor stated that we had to redo this one in order to give it an effective date of July 1<sup>st</sup>. 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 abstained, and Council Member Hamm yes. Ordinance 30 of 2021 amended and substituted was adopted with 9 affirmative votes and 1 abstained.

Council Member Morrow made a motion to read and adopt Resolution 65 of 2021 – A Resolution Opening the Benton American Rescue Plan Act Bank Account at Bank OZK and Depositing the Funds That Were Awarded to the City; and for Other Purposes. Seconded by Council Member Lee. The resolution was read by the city clerk. The Mayor stated that this was something we were required to do. We received \$3.8 million today and will receive the second half next year. 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 65 of 2021 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 66 of 2021 – A Resolution Approving the Purchase of the UALR Property in Benton for the Price of \$425,000 and Amending the 2021 Budget To Appropriate Funds for the Purchase While Utilizing the Financial Stability Fund; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. The Mayor stated that you heard a report prior to this meeting from Mr. Warford and Mr. Black about the structural integrity. Mr. Black stated it was \$8.45 per square foot. The Mayor asked for any comments. Council Member Donnor stated that the building itself was sold to First Security Bank and they gave the building to UALR. Now UALR wants to sell it to us for \$425,000 when it was originally given to them. In 2008 we bought two lots next to city hall for \$184,000 for expansion. We already own property next to us so I would rather start with a new building attached to this building than put money into a building that was built in the 30's and 60's. I am going to vote against this. Council Member Knight stated the building is \$8.85 per square foot and that does not account for the green area. If you value the football field the same as the building, it puts the stadium at \$508,000 in value. So, if you couple that with the \$425,000 then you are talking a million dollars' worth of property for \$425,000 that the ARPA funds can go toward the renovation of that facility and then the renovation of this facility for the police department. The Courthouse went through several renovations and look what it is now. Where would we find that dollar value in ten, fifteen or twenty years. I believe our growth has surpassed the viability of the lots next door. Not only do we have the investment of the building but a half a million-dollar piece of property that is worth more than that. If this was put on the market it would be a lot more than \$8.85 per square foot. We now have a more viable area to expand for the future than what was done next door to us. The Mayor stated that the police department will utilize the area that was purchased next door, so that land was not bought in vain. Council Member Hart stated that he agreed with Council Member Knight and the investment and opportunity that we have doesn't come along very often. Even if we don't end up doing this and selling it, the developer would be very happy getting it at the price we are. If the structure is not what we want it to be, we can sell and keep the portion of CW Lewis for future things in Downtown.

I will be voting for this. Council Member Lee asked what Council Member Knight was trying to equate. Council Member Knight stated he was trying to equate the expenditure of \$8.85 per square foot for a building of 45,000 square feet. If you make that expenditure, you are also getting CW Lewis stadium. Council Member Hart stated the property is appraised at \$1.2 million. Council Member Knight stated that as fast as our city is growing to have this available to the city, how many other growing communities would look at this and say you ought to grab it because you might not have this type of space available to you in ten years when you have to expand. Council Member Donnor asked was it not a few years ago that the Benton School District said they don't want the property and got rid of it. Council Member Knight stated he would not want it either as fast as the schools are growing. Council Member Donnor stated but they sold it. Council Member Brown stated that he struggles with this and has since the day that we toured it. No matter how you try to justify it, is it a perfect purchase for the city. It has hair on it no matter how you look at it. You can argue it either way. Where I have landed personally is if we purchase this and never do anything with the building for what we need the rest of the property for today, CW Lewis, the soccer program, and the rest of the activities, then it is a good investment. If we look at what we can potentially do with the rest of that property, it is still a wise investment. I don't like the building; I am fearful we will get in there and there will be something in there that none of us foresaw and it is going to cost more than any of us thought possible. Which may force us to make a decision to not redo that building and if that is the case, I am okay with that. With all that said I will be voting to purchase. The Mayor stated that we don't have money for new construction but we do have a need to expand and get some separation for the officers in the police department. For the price we are getting this at is a steal. The price for a new fire station was \$440 per square foot. The price to renovate this is somewhere between \$80 and \$120 per square foot. We have an opportunity here like we will never have again. We have 200 kids right now playing soccer down at CW Lewis. If we let this slide out, they have nowhere to play. The Mayor asked for any other comments. Council Member Hamm stated that soccer was mentioned and other things. I am with Council Member Donnor, I think we can better spend \$2 million or \$3 million for something to renovate or a new police station, an addition to this building. I am not totally against that the property is worth the money, I am saying what are we going to do because we need a city hall. Are we going to take that building and dress it up because it does not look attractive at all. If we renovate one floor, then you have two other floors to renovate. I am torn but at this point I am a no, but you have building left and we need to have an understanding of what we are going to do with the rest. The Mayor stated that when he got in office the Palace was setting over there with holes in the roof, I was told that it was not structurally sound and yet we sold that building and it was renovated and now two vibrant businesses are there now. There is a way to make everything beautiful. Council Member Knight stated that the point he was trying to make was not so much the building but the football field and the green space around it. The value of that alone exceeds the building. If we get in and don't renovate, we still have all of that property for \$425,000, don't focus on one building look at the entire package. To me the value is in that football field. The Mayor stated all the ordinance is about is the purchase of that 6 acres. Council Member Lee asked if anyone has talked to First Baptist about us using the parking lot because they own it. The Mayor stated yes, he has. First Baptist Church wants to be community friendly. The Mayor asked that the roll be called. Roll was called which resulted in Council Member Baptist no, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor no, Council Member Morrow yes, Council Member Hart yes, Council

**Member Knight yes, Council Member Lee yes, and Council Member Hamm no. Resolution 66 of 2021 was adopted with 7 affirmative votes and 3 negatives.**

**Council Member Morrow made a motion to read and adopt Resolution 67 of 2021 – A Resolution Amending the 2021 Budget for the Cost of the Purchase of Vehicles for the Police Department; 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 67 of 2021 was adopted with 10 affirmative votes.**

**Council Member Morrow made a motion to read and adopt Resolution 68 of 2021 – A Resolution Authorizing the Mayor and the Chief of Police to Apply for Grant Funding Through the ASP Selective Traffic Enforcement Program; and For Other Purposes by title only. Seconded by Council Member Brown. The resolution was read by title only. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member 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 68 of 2021 was adopted with 10 affirmative votes.**

**Council Member Morrow made a motion to read and adopt Resolution 69 of 2021 – A Resolution Authorizing the Mayor and the Police Chief to Apply for Grant Funding the Edward Byrne Memorial Justice Assistance Grant Program; and For Other Purposes by title only. Seconded by Council Member Freeman. 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 69 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 Resolution 70 of 2021 – A Resolution Authorizing the City to Enter into a Contract with Rockin' KO Tennis LLC for Providing Tennis Services to the City and For Other Purposes. Seconded by Council Member Brown. 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 70 of 2021 was adopted with 10 affirmative votes.**

**Council Member Hart made a motion to read and adopt Resolution 71 of 2021 – A Resolution Authorizing the City To Enter into a Contract with American Fire Protection Group, Inc. for Providing Fire Monitoring Services to the Riverside Park; and For Other Purposes. Seconded by Council Member Knight. 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 71 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 39 of 2021 – An Ordinance to Create a Fee to Allow the Fire Department to Recoup Costs Associated with Responding to Non-Emergency Calls; and For Other Purposes. Seconded by Council Member Lee. The ordinance was read by the city clerk. The Mayor asked for any comments. Council Member Brown asked how this is being communicated to the public. Chief Evans stated that they have already been in the process of handing out information that this may be approved through council. There is a warning process, if it is habitual and not a true emergency, we will hand them some information as to what the next step or process will be. It won't be just here is a charge. Roll was called that 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 39 of 2021 was adopted with 10 affirmative votes.

Council Member Reed made a motion to read and adopt Ordinance 40 of 2021 – An Ordinance Amending Ordinance 78 of 2007; Creating Additional Rules for Addresses; and For Other Purposes. Seconded by Council Member Morrow. The ordinance was read by the city clerk. The Mayor stated that this is to help give direction and protection to our city planner. The Mayor asked for any comments, none. Roll was called that 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 40 of 2021 was adopted with 10 affirmative votes.

Council Member Reed stated that Ordinance 41 of 2021 – An Ordinance Amending the City of Benton, Arkansas Zoning Ordinance to Classify Storage Developments in the C3 Commercial Zone as a Conditional Use; and For Other Purposes was pulled from the agenda in the agenda meeting. It failed to receive a second in the Planning and Zoning meeting.

Council Member Reed made a motion to read and adopt Ordinance 42 of 2021 – An Ordinance Rezoning 505 Algood Street in the City of Benton, Saline County, Arkansas, From R2 Single-Family Residential to R7 Multi-Family Residential Zone; and For Other Purposes. Seconded by Council Member Knight. The ordinance was read by the city clerk. The Mayor asked for any comments. Jerry Joiner stated he was asking that the council vote no on the proposed apartment complex on Algood. Three years ago, it was purchased by another developer who tore down the house, bushhogged the land and divided it into a number of parcels. It was bought a few months ago by another developer who proposes a 20 family two story apartment complex. The reasons we are against this is that it would destroy the quiet calm neighborhood. If you add in a 20-family apartment complex it will increase traffic and cause significant increase in noise pollution which would destroy our quiet neighborhood. We could not find any other major projects done by this developer. We are worried if this developer does not

have much previous experience. The other concern is that it would create a zoning anomaly and that we would not have any privacy, it is 20 feet from our property line. They are 2 story buildings and would be looking down in our backyard. No one in this neighborhood wants this development. The lot currently is overgrown. We don't think that this is an appropriate development for our neighborhood. We want an appropriate development that won't destroy the atmosphere of our neighborhood. Ms. Alexander stated that her husband's family lived on Algood for 70 years and now her daughter and husband live there. Our main concern is privacy. On either side of the development is a residence. No mention has been made for any kind of privacy. I asked in the first meeting and was told none. The developer has not talked to the neighbors on either side as to how their privacy could be protected. Also, I don't think the sewer system on that road has ever been updated. So, you would have 20 more families added to an old sewer system. We don't have LLC behind our names, we are just residence and owners, all we have is y'all behind us. We need you to protect us to keep this out, nobody wants it. I know y'all are looking to development Benton, but this is a residential area. The lot is grown up terribly and the people who own it should clean it up. Please vote no. Travis Nelson stated that he owns property on Algood. Two of the properties have been in my family for 60 years. The area over the years has not changed much and remained stable over the years. When I saw the rezoning sign, I came to the city, and they gave me all kinds of information. I found out that a 20-family complex was proposed to be built on this 1.5 acres. I thought to myself no authority in our government is going to allow that. So, I went to the meeting to let them know that this was a huge negative impact on our community. At both meetings I came to, nobody seem to care about the impact of this project. Today, we had a sewer issue and found out that the city's sewer was backed up. When I mentioned to the employee that an apartment complex was going in at the vacant lot, he said the road would have to be dug up and a new sewer line put in. There are now only 20 vehicles on the entire street if you add the complex then you are going to have 50 to 60 vehicles. There is no way to describe the impact of the traffic and safety. Erica York, owner of the property stated she has worked in real estate and construction for many years, so we have experience. I just built a house in West Lake Village, so I do know quite a bit about construction. A two story seven plex is already approved for the property. We are having it rezoned so we can build more units. I don't think adding homes to area will disrupt the peacefulness. It will be a gated development and will have garages for parking.

The Mayor asked for any questions or comments from the council. Council Member Knight asked Mr. Vondran to speak to the sewer issues. Mr. Vondran stated given the age of the sewer lines in the area there would potentially be upgrades which would be the responsibility of the developer. Council Member Hamm asked if we had seen plans of the proposed development. Mr. Jordan stated yes, a rendering was presented in June at the Planning and Zoning Commission meeting. It was tabled because they wanted additional information. We have not looked at a site plan for the completed project. Council Member Hart asked if those plans would have to be approved by Community Development. Mr. Jordan stated yes, this is just a rezoning. If it is approved, we will require a full set of plans which would be reviewed by our office and the DRC group and evidently come to the Planning Commission for site plan approval. If they turn something into us that is remarkably different than what they have shown us originally that will certainly come into play. Council Member Hamm stated he could not vote for this because he has not seen any plans and now, we are talking about tearing up the streets for sewer. Mr. Drennon stated to clarify procedurally, none of that is before this body. This is a zoning question of changing the zoning. They have to go through all the things

that Mr. Jordan described before we are ever going to get to sewer or drainage or any of that. This is just a question of zoning. What is before you tonight has nothing to do with the approval of plans of what is going to be built there, just a question of from R2 to R7. Council Member Hamm stated the statement was made that a seven plex could now be built. Mr. Jordan stated yes, it was subdivided by the original owners, so they could be seven individual. Council Member Hamm asked what is the reason for rezoning if a seven plex is already approved. Council Member Hart stated because they want to build a 20. Council Member Hart stated that going from seven to twenty and considering what that would do to that neighborhood is probably more than what is on the street. Putting that many people on that one area would disrupt an R2 development that is there. I know there is R7 close to this property but even if it is a gated community and you put 20 people on that property, it would change the atmosphere and dynamics of the community. I don't think seven would and 20 is too many for me. Council Member Hamm stated that he drove by the property, and I want to know why we have not done anything to make sure this property is cleaned up. Council Member Donnor stated that he drove by, and I have always sided with the people who lived there for 70 years and people who want to come in and change the rules on them after they have lived there all these years, well there are others places that can be developed so I will vote no. The Mayor asked that the roll be called. Roll was called that Council Member Baptist no, Council Member Brown no, Council Member Freeman no, Council Member Reed no, Council Member Donnor no, Council Member Morrow no, Council Member Hart no, Council Member Knight no, Council Member Lee no, and Council Member Hamm no. Ordinance 42 of 2021 failed with 10 negative 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 43 of 2021 – An Ordinance Accepting the Public Streets, Utilities, and Storm Drainage for Maintenance Within the Shady Lane Subdivision, Phase Two; and For Other Purposes. Seconded by Council Member Reed. The ordinance 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. Ordinance 43 of 2021 was adopted with 10 affirmative votes.

Council Member Hamm made a motion to read and adopt Ordinance 44 of 2021 – An Ordinance Accepting the Public Streets, Utilities, and Storm Drainage for Maintenance Within the Northshore at Hurricane Lake Subdivision, Phases One, Two Three, Four and Five; and For Other Purposes. Seconded by Council Member Knight. The ordinance 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. Ordinance 44 of 2021 was adopted with 10 affirmative votes.

Council Member Hamm made a motion to read and adopt Resolution 72 of 2021 – A Resolution Authorizing the Mayor and the Director of the Streets and Drainage Department to Apply for Grant Funding Through the Central Arkansas Regional Transportation Study

**Area Surface Transportation Block Grant (STBG) Program; and for Other Purposes. Seconded by Council Member Knight. 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 72 of 2021 was adopted with 10 affirmative votes.**

**Council Member Donnor was recognized for a report from the Personnel/Health & Safety Committee. Council Member Donnor made a motion to read and adopt Ordinance 45 of 2021– An Ordinance Amending Ordinance 46 of 2020 and Ordinance 47 of 2020 Adding Certain Language Certificates to the Police and Fire Departments’ Uniformed Personnel Pay Structures; and For Other Purposes. Seconded by Council Member Reed. The ordinance 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. Ordinance 47 of 2021 was adopted with 10 affirmative votes.**

**Council Member Lee was recognized for a report from the Public Utility Commission. Ordinance 46 of 2021 – An Ordinance Waiving Competitive Bidding and Authorizing and Ratifying the Purchase of Two (2) Flygt 3306/7363-670 Submersible Pumps with All Required Items Needed for Installation and Rental of One (1) Emergency Bypass Diesel Dri-Prime Pump with Items Needed for Installation for the Benton Utilities Water Purification Department; Declaring an Emergency; and For Other Purposes was added to the agenda in the agenda meeting. Council Member Lee made a motion to read and adopt Ordinance 46 of 2021 by title only. Seconded by Council Member Knight. Roll was call for the motion to read by title only. 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 read by title only was approved with 10 affirmative votes. The ordinance was read by title only. ordinance. The Mayor asked for any comments. Council Member Hart asked the waiving is because of an urgency or is there only one supplier. Mr. Vondran stated that this is a real emergency for our water users. We currently have a \$1.6 million project underway on the north half of the Chenault Reservoir which is drained, and repairs are being done. We have experienced some liner and levee failure. That means we are dependent on the south half, and it is drawn down lower than it has every been. The reason is our river pumping station, pumps 1, 2, 3 and 4 and those pump directly to the plant. We blend water directly from the river with water from the reservoir. Pumps 5 and 6 pumps directly to the reservoir, both of those pumps are out of commission. So, we are pulling those pumps right now and then we are going back with submersible pumps which will be much easier to maintain and use. We have a temporary bypass pump that will be in Wednesday to pump water to the reservoir while we get these two pumps fixed. The new pumps are on order, lead time is 14 to 16 weeks. It is an emergency; we have a plan and it is underway. 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 46 of 2021 was adopted with 10 affirmative votes. Council Member Lee made a motion to adopt the emergency clause. Seconded by Council Member Hart. 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. The emergency clause was approved with 10 affirmative votes.**

**Council Member Brown was recognized for a report from the A&P Commission. He presented the minutes from the last commission meeting. See attached.**

**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. She stated the report was included in the packet. See attached.**

**The Mayor asked for any old business. None. The Mayor asked Finance to create a trifold that shows how the city funds are spent. The week of the 9<sup>th</sup> are the next committee meetings. On August 10<sup>th</sup> is a town hall meeting at the Event Center to talk with the Council and PUC on making things easier for the developers and builders. On the 11<sup>th</sup>, the CTE will have its grand opening. Amplify is the 20<sup>th</sup> and 21<sup>st</sup>. The Salt Bowl is the 28<sup>th</sup>. The council meeting is on the 23<sup>rd</sup>. Third Thursday is on the 19<sup>th</sup>.**

**The Mayor asked if there was any public comment, none.**

**The meeting adjourned at 7:43 p.m.**

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**Cindy Stracener, City Clerk**

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**Tom Farmer, Mayor**

## **BENTON ADVERTISING & PROMOTION COMMISSION**

### **Minutes**

**July 14, 2021**

**I. CALL TO ORDER**

Chairman Bill Eldridge called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order on July 14, 2021 at 3:32 pm at the Benton Municipal Complex in Council Chambers.

**II. ROLL CALL**

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

**III. MINUTES**

Alison Burch made a motion to approve the minutes of the June 9, 2021 meeting. Steve Lee seconded. Motion carried.

**IV. FINANCIAL REPORTS**

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

Bank OZK – A&P	\$123,229.20
Bank OZK – Event Center	\$273,819.04
Bank OZK – Savings	<u>\$455,997.71</u>
Total Checking/Savings	\$853,045.95

A&P profit and loss statements: for the month of June 2021 total income of \$15,123.90 and total expenses of \$7,793.33 resulting in net income of \$7,330.57. For the period of January to June 2021 total income of \$81,118.89 and total expenses of \$48,152.33 resulting in net income of \$32,966.56.

Event Center profit and loss statements: for the month of June 2021 total income of \$48,277.05 and total expenses of \$31,513.04 resulting in net income of \$16,764.01. For the time period of January to June 2021 total income of \$242,298.27 and total expenses of \$159,278.68 resulting in net income of \$83,019.59.

City of Benton Financial Officer Mandy Spicer presented reports showing the total A&P cash accounts as \$1,851,787.96 and A&P bond funds to be \$856,599.49 as of June 30, 2021. Collections received in the month of June 2021 in comparison to June 2019 are approximately 13% higher. She explained that she is comparing 2021 numbers to 2019 numbers since 2020 was such an anomaly with Covid-19 and 2019 numbers are more in line with that of a regular year. There are currently five delinquent accounts which are all one month past due. The businesses have been contacted and are expected to bring their accounts current before the end of this month.

with 80% used to pay on the bonds and 20% distributed to A&P operating accounts (one-half to the A&P general operating account and one-half to the Benton Event Center general operating account). The Parks Committee believes it would be helpful for the Future Benton Focus Group to have guidelines for the amount of money that will be available to spend on the projects they decide to propose to the A&P Commission for funding. Steve Brown and City Attorney Baxter Drennon emphasized that the percentage decided today by the commissioners is just a guideline and the final decision will be made before the bonds are paid off in February 2022. It was also confirmed that the A&P Commission will continue to have control over all the funds received from the collection of the A&P tax and that any bonds issued resulting from a vote of the public would be computed based on the 80% amount.

Luke Moody made a motion that for planning purposes only, the A&P Commission recommends an 80%/20% split with 80% being designated for projects recommended by the Future Benton Focus Group. This is a non-binding, non-contractual agreement between the A&P Commission and the Benton Parks Department that will be reviewed again before the current bonds are paid off in February 2022. Steve Brown seconded. Motion carried.

#### Management of Benton Event Center

City Attorney Baxter Drennon addressed the commission about the current contract with the Benton Area Chamber of Commerce for the management of the A&P Commission and the Benton Event Center. The current contract dated August 26, 2015 has continued to extend in one year intervals according to the provisions in item number one. At its January 18, 2018 meeting, the A&P Commission approved an increase in pay to the Benton Area Chamber of Commerce for its management services and this was noted in the Minutes of said meeting. This amount has continued to be approved each year by the approval of the annual budget as presented to the commissioners. Baxter recommends an Addendum to the contract be executed which updates the consideration to the current fee amount.

Luke Moody made a motion that an Addendum to the contract be executed that updates the current consideration being paid to the Benton Area Chamber of Commerce for management of the A&P Commission and the Benton Event Center and that the contract be reviewed by the end of 2021. Allison seconded. Motion carried.

### VIII. FUNDING REQUEST

#### Amplify Fest

Matt Brumley addressed the commissioners on behalf of the Amplify Festival. Amplify is scheduled for August 20-21 in Benton and the organizers are asking for \$15,000 in funding for advertising. It is a two day annual free Christian musical festival that began in 2012. Amplify last took place in 2018 with approximately 63,000 ticket reservations. Matt stated that the requested funds would be used to promote the event to attract people to come to Benton for the two days which would benefit local hotels,

<b>Client:</b>	City of Benton			
<b>Project:</b>	Network Refresh – Switches, Firewalls, SD-WAN Connections			
<b>Report as of:</b>	7/14/2021	<b>Started:</b>	10/28/2020	<b>Estimated End:</b> 7/30/2021
<b>Frequency:</b>				
<b>Project Summary</b>				
Replace, and refresh network infrastructure as described in Edafio Quote Number: AV022450 v10, dated 10/28/2020.				
<b>Overall Project Status</b>	<b>In progress</b>	<b>Est. % Complete:</b>		<b>95%</b>
<b>Key Milestones / Activities</b>	<b>Est. Start</b>	<b>Est. End</b>	<b>Est. %</b>	<b>Status</b>
Migrate Sites to New Switch & FWs:				
City Hall MDF	3/26	4/27	100%	Complete
Animal Control	4/13	4/13	100%	Complete
FS1	4/22	4/22	100%	Complete
FS2	4/15	4/15	100%	Complete
FS3	4/19	4/19	100%	Complete
FS4	4/20	4/20	100%	Complete
FS5	4/16	4/16	100%	Complete
Tyndall Park	4/14	4/14	100%	Complete
River Center	~6/1	6/25	100%	Complete
Streets/Drainage	4/17	4/17	100%	Complete
Fiber Installed (by Fidelity) for SD-WAN	3/1	5/28	100%	Complete
SD-WAN Connected & Configured	5/31	6/30	100%	Complete
Utilities Connected	6/1	6/25 7/30	25%	In progress - delayed
<i>Additional projects:</i>				
Police at City Hall	TBD	TBD		
Police Annex	TBD	TBD		
Benton Event Center	6/1	TBD	65%	In progress
<b>Issues/Risks/Actions for Management Attention</b>				
<ul style="list-style-type: none"> <li>ISSUE: Utilities location still to be connected to new network, delayed by multiple minor issues at River Center (phone VLAN, N&amp;D cameras, etc.); <i>NEXT STEP – Edafio continue to work with vendors to resolve issues when possible, then complete connection</i></li> </ul>				
<b>Accomplishments</b>				
<ul style="list-style-type: none"> <li>Continued coordination to finish implementation at River Center</li> <li>Continued new switches and firewall installation at Benton Event Center</li> </ul>				
<b>Work Planned</b>				
<ul style="list-style-type: none"> <li>Continue/Complete implementing Utilities connection</li> </ul>				
<b>Other Projects</b>				
<ul style="list-style-type: none"> <li>Continue connection work at Benton Event Center</li> <li>Define plans for Police Department, Police Annex</li> </ul>				

## Planning Commission Report to the City Council

July 26, 2021

The Planning Commission held its regularly scheduled meeting on July 6, 2021, at 6 pm in Council Chambers.

During the Board of Adjustments meeting, the following was discussed:

- Approved a variance request at Palm Beach Circle

During the Planning Commission meeting, the following was discussed:

- Discussed changes to the zoning matrix regarding min-storage facilities. Due to an increased request for storage facilities, and the amount of commercial land available for such use, the proposed change in the zoning matrix is for storage units to be a conditional use in all zones. A public hearing will be held on this matter on July 26<sup>th</sup>
- Rezone request at 709 Yuma, from R2 single family residential to C2. The 1.96 acres will be used for boat and RV storage. The request was approved.
- Rezone request at 505 Algood, from R2 single family residential to R7 medium density multi-family. The request was approved.
- The final plat of Heritage Heights Phase 4 was approved.
- A preliminary plat of Richland Hills Phase 5 was withdrawn from consideration.
- A discussion was held on an upcoming rezone request of 603 West South Street from TC2 to C2. This item was for discussion only. The current item located here is a car wash and would potentially be replaced by a small strip mall.
- Other business – Alderwoman Robin Freeman requested the Planning Commission consider updating its signage. When parcels are considered for rezoning, currently signage only signifies to residents “this property is subject to rezoning” and does not identify the zone request, the date, or the location of the public hearing. Alderwoman Freeman requested the Commission consider updating signage to increase awareness and to allow Benton residents a better opportunity to participate in Planning Commission meetings. The Commission agreed to make the change.

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

Submitted by Robin R. Freeman

**MINUTES OF THE BENTON CITY COUNCIL**  
**Special Called Meeting**  
**August 2, 2021**  
**Benton Municipal Complex**

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

**Council Member Brown gave the invocation.**

**Council Member Knight led the pledge of allegiance.**

**Roll was called.**

**The following persons were in attendance:**

**Council Member Frank Baptist  
Council Member Evelyn Reed  
Council Member Judd Hart  
Council Member Steve Lee  
Baxter Drennon, City Attorney  
Tom Farmer, Mayor**

**Council Member Steve Brown  
Council Member Bill Donnor  
Council Member Shane Knight  
Council Member Jeff Hamm  
Cindy Stracener, City Clerk**

**When roll was called eight (8) council members were present. Council Member Freeman and Council Member Morrow were absent. A quorum was declared.**

**The Mayor stated that we had a situation arise over the weekend at Riverside Park. After speaking with our city attorney, we thought we needed this to protect the citizens and our employees. Ordinance 47 of 2021 will help us to rectify that. Council Member Hart asked if this ordinance was for a period of time or permanent until we decide to change it back. Mr. Drennon stated permanent until you decide to change it back.**

**Council Member Hart made a motion to read and adopt Ordinance 47 of 2021 – An Ordinance Amending Usage Rates at Riverside Park; and For Other Purposes. Seconded by Council Member Lee. The ordinance was read by the city clerk. The Mayor asked for any comments. He stated that we tried to accommodate our members by allowing them to have day passes for their guests. We have incidences over the past six weeks. This came about from a situation that happened Saturday and we lost two employees because of it. Stephanie Jones, Parks Director stated that we had an incidence occur at the River Center at 5:55 pm. An altercation happened on the basketball court, it came to blows and there was blood on the court. At some point from what I have heard from our staff, a person went to their backpack and pulled out a gun, and from there people were running out the front and back doors. I suspended day passes, pick up basketball. I have had several meetings with Chief Hodges over the past several months. Once the vaccine came out and we opened back up, the public has no regard for our policy and procedures. The public is just not listening to staff. We have had 10 to 15 violent issues and those are documented with incidence reports. We usually have about 2 a week that we don't document, they are usually things we can handle. For those reasons until we can get a handle on violence in the facility, we need to do something. My job is not only to protect the residents, guests, but staff. After the two people quit after the incidence on Saturday that is enough for me, and we need to figure this out. It**

will not affect any programs or offerings that we have. If you are a non-member and have signed up for a program you can still come in and use the facility. I would like to get a handle on this before it gets worse, and something happens. The Mayor stated that our police department has been very diligent in responding to each call and the cooperation that they have given to the parks. Mrs. Jones stated that they do patrols frequently. Council Member Donnor asked which days are you dealing with violence. Mrs. Jones stated usually after 5pm, Monday through Friday or some time on the weekend. It varies, in the summer we just have an influx of people, schools are closed, in some of the surrounding areas they are still closed off. So, we have just seen a greater influx. Council Member Donnor asked if they had a policy of banning people. Mrs. Jones stated yes. We are now collecting data for the day passes instead of just the fee. Council Member Donnor asked if they had thought about hiring an off-duty police officer. She said yes, just now. Council Member Donnor stated do that for a few weeks and they will know not to come in. Chief Hodges questioned if the off duty would be a problem for legislative audit. Council Member Lee stated we could pass an ordinance putting the officers on the list. Mr. Drennon stated that if that is something that can be addressed, we can do that. Council Member Knight asked what about a partnership with the Sheriff office and their reserve officers. Chief Hodges stated that would have to be addressed with the Sheriff.

Joe Dixon, a citizen stated he wanted to see access to the public continued but also understood the safety concerns. Looking at the revenue for the passes, I think it would cost less than that for an officer at the facility. If we are worried about budgets we are going in the wrong direction. Maybe have a security guard on staff at the facility. Taking the day or monthly pass away from the community is like washing the baby out with the bath water. If we have a few bad apples, do we call 911 or have a security guard who says you are getting a little too rowdy, time to go. It doesn't seem like we need to have the police department come every weekend to handle those situations. If we can get it in their minds that we aren't going to put up with it then you will have a safer environment. We still need to have access; a lot of people use the facility. The River Center is quite the jewel for Saline County, and we need to keep it open and available to the community. Your job as the city council is to make sure we have that availability. So, we do have a problem that definitely needs to be addressed but also a job to keep public access to tax funded facilities. Council Member Lee stated the day pass rate for 2018 and 2019 exceed over \$200,000 per year. You should be able to hire whatever for that. Just parking a police car in front would deter a lot of people. Those few should not dictate for the majority. I hate to give up that kind of revenue, there are a lot of good people who use it who won't be able to. Council Member Knight stated that we have a destination facility, and we want them to continue to come. We have to be gentle in this situation and not promote a message that these facilities are not safe. What if this money was to fund an officer to be on duty assigned to the River Center during certain times of operation? We need to maintain the integrity and protection of our facilities and not hinder those who want to abide by the rules. Council Member Hamm stated that there is no amount of money that will replace a person so I don't think money should play a big issue here. It should be what we have to do for the safety of the citizens. If we can do it and still maintain an avenue of income that is great, but if we have to give up that income for a short period of time to get a group of people's attentions, I can care less if it cost \$100,000. If something happens, we are in a world of hurt. Find out who these people are and what we can do to keep them from coming around. The city might have to spend a little money and cause an inconvenience for a short period of time. We should protect the citizens and money

should not be an issue. Council Member Donnor stated that if we did have an incident at the River Center and a weapon was discharged it would probably shut it down. If we had a police officer on duty when this happened, it would have been nipped in the bud. Chief Hodges stated that he thought it might be a little difficult to staff. It is not something we can't do; it is feasible we could do it with an off duty or overtime. I would prefer to do a list first and then when they max out go into overtime. Council Member Donnor stated he would prefer to have an officer down there. Prevention is everything. Council Member Brown asked about the leg work that would need to be done concerning the officers. Chief Hodges stated that he would add all officers to the list. Council Member Brown stated then we would have to pass an ordinance allowing that. Mr. Drennon stated correct. Council Member Brown stated that does not happen overnight. This matter requires some haste but doing this won't happen overnight, so we still aren't getting any relief, so we are still going to have to do something. Council Member Baptist asked is it just the Benton Police Department or could we use others? Chief Hodges stated that in an off-duty capacity you try to use your officers first and if you can't fill the slots then reach out to other agencies.

Chief Hodges asked Mrs. Jones if she had any money in her budget for off duty. She stated yes. Chief Hodges stated so we can start this right away as overtime so there is no lag. The overtime will max out this year though. Mrs. Jones stated that this was not indefinite, she just wants to get a handle on it. Just give us a month. The Mayor stated that when Stephanie made her recommendation her first concern was the citizens and employees who utilize the facility. It was just to try to get a grasp on the situation. We have an issue from the time school is out to when it is back in session. Let's put a time limit on the ordinance and respect our department head's request. Day passes are being allowed with members. Council Member Donnor stated that he could live with the 30 days and have an off-duty officer on site. Let's have police onsite for 30 days then address it. Council Member Lee asked instead of this. Council Member Donnor stated yes. Mr. Drennon stated that we can't take the off-duty officers up now because this is a special meeting. We can amend this ordinance. Council Member Donnor asked if Mrs. Jones could go ahead and have the officers. Mr. Drennon stated yes if it is in her budget. Council Member Donnor stated so you can do that for 30 days without us. The Mayor stated but that still does not address her recommendation. Council Member Hart stated that we should go with the staff's recommendation on what they think they need for 30 days with recommendations coming back on what we can do to prevent this from happening.

Council Member Hart made a motion to amend Ordinance 47 of 2021 to add at the end of section 2 that this ordinance shall be in effect for 30 days unless extended further by separate ordinance. If it is not extended, then the membership pricing for the River Center reverts back to the preordinance pricing. Seconded by Council Member Lee. Council Member Reed stated so we will do both the officers and this ordinance. The Mayor stated yes. Chief Hodges stated that he does not think he can fill it for 30 days with those five officers that have been approved. I request that you make it overtime pay to fill it. We can start it in that 30-day window until you can get to a point to make that happen. The amendment was read by the city clerk. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman absent, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow absent, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Motion to amend Ordinance 47 of 2021 was approved with 8

affirmative and 2 absent votes. Council Member Hart made a motion to adopt Ordinance 47 of 2021 as amended. Seconded by Council Member Reed. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman absent, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow absent, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 47 of 2021 as amended was adopted with 8 affirmative and 2 absent votes. Council Member Hart made a motion to adopt the emergency clause. Seconded by Council Member Brown. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman absent, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow absent, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. The emergency clause was approved with 8 affirmative and 2 absent votes.

The Mayor stated that Resolution 73 of 2021 is a resolution authorizing us to sign a contract with UALR for the purchase of the UALR campus for \$425,000. We just got the proposed contract that is before you so we couldn't put it out at the time you voted on the purchase. We didn't have the contract at that time. We thought we would present it tonight because the Board of Trustees are supposed to meet in the next 2 weeks. Council Member Lee made a motion to read and adopt Resolution 73 of 2021 – A Resolution Authorizing the City to Enter into a Contract with the University of Arkansas at Little Rock; and For Other Purposes. Seconded by Council Member Brown. The resolution was read by the city clerk. The Mayor asked for any comments. Council Member Hamm asked about item 15 in the contract. Mr. Drennon stated UALR is selling us the building at its cost of repairs. So, they could sell it for more because the appraised value is more than what we are purchasing it for. By their board of trustees, they are required to get 2 appraisals and not sell it for less than the appraised value so to get their board of trustees to approve it, they don't want us to get it at a discount then turn around and sell it for a profit. The same people they could have profited off of. Council Member Hamm stated that it says the seller will use the property only for public purposes. Mr. Drennon stated that what the city does is for public purposes. We are not going to lease it to some private entity and make money from a private entity off of it. Council Member Hamm stated but we are not the seller we are the buyer. Mr. Drennon stated you are right that is a typo, it should not be buyer not seller. Council Member Lee stated that in the discussion of the purchase was it not discussed that we might not use the building if it didn't work out and we might sell it and keep the rest of the property. The Mayor stated yes that was stated but that was before we got this contract. Council Member Lee stated but part of that discussion may have influenced a vote or two and now that is thrown out the window. Council Member Brown stated it is just a prohibition for five years. Council Member Lee stated so we would have to hold on to it for five years. Council Member Brown stated then we could do whatever we want with it. Mr. Drennon stated that is correct, this is something they have now asked for. Council Member Knight suggested that if the costs of renovation exceed the appraisal value, then this five years is nullified. The Mayor stated but didn't you say the football field is worth what we are giving for the property. Mr. Knight stated yes, I am looking at the building being separate from the football field. If we can't do anything with it then it will sit there for five years.

**Council Member Hamm made a motion to amend the contract to state buyer not seller for item 15 in the contract. Seconded by Council Member Lee. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman absent, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow absent, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Motion to amend the contract was adopted with 8 affirmative votes and 2 absent votes.**

**The Mayor asked for any other discussion. None. Roll was called for Resolution 73 of 2021 which resulted in Council Member Baptist no, Council Member Brown yes, Council Member Freeman absent, Council Member Reed yes, Council Member Donnor no, Council Member Morrow absent, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 73 of 2021 was adopted with 6 affirmative votes, 2 absent votes and 2 negative votes.**

**The meeting adjourned at 6:57 p.m.**

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**Cindy Stracener, City Clerk**

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**Tom Farmer, Mayor**

**ORDINANCE NO. 48 OF 2021**

**AN ORDINANCE LEVYING A TAX ON ALL REAL AND PERSONAL PROPERTY IN THE CITY OF BENTON, ARKANSAS, FOR THE CITY GENERAL AND FOR THE FIREMAN'S PENSION AND RELIEF FUNDS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, under the laws of the State of Arkansas, the City Council of any municipality may, on or before the time fixed by law for levying county taxes, levy certain taxes on both the real and personal property assessed that is within the city of Benton, Arkansas; and

**WHEREAS**, the amount of the levy shall be certified and placed and extended upon the tax books by the County Clerk and shall be collected in the same manner that the State and County taxes are collected by the Tax Collector.

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

**SECTION 1:** The City Council hereby authorizes and levies the following taxes on all the Real and Personal Property, which has been assessed within the City of Benton, Arkansas.

1. City General Purposes:

2.8 Mills on the Dollar on Real Property and Personal Property

2. Fireman's Pension and Relief Fund:

1.0 Mills on the Dollar on Real Property and Personal Property

**SECTION 2:** This ordinance being necessary for the preservation of the peace, health, and safety of the citizens of the City of Benton, Arkansas due to the need for funding to provide necessary services to the public, therefore, an emergency is hereby declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

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

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

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

**RESOLUTION NO. 74 OF 2021**

**A RESOLUTION CLOSING THE SALINE COUNTY DISTRICT COURT REGIONS BANK ACCOUNT AND OPENING AN ACCOUNT AT FIRST SECURITY BANK FOR THE SALINE COUNTY DISTRICT COURT MONIES; AND FOR OTHER PURPOSES**

**WHEREAS**, because of a change in the charging of fees on the account, the City Council of the City of Benton, Arkansas, has determined that the Saline County District Court account housed at Regions Bank should be closed; and

**WHEREAS**, it has been determined that the Saline County District Court account shall be opened at First Security Bank.

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

**SECTION 1:** The Saline County District Court account held at Regions bank shall be closed. The Mayor, City Clerk, and the Mayor's designees are hereby assigned to close the Saline County District Court account at Regions. The designees are likewise authorized to transfer the balance into a new Saline County District Court account to be opened at First Security Bank. The authorized signers shall be Leah Redmon, Marlene Neldon, and Janice Porter.

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

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

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

**RESOLUTION NO. 75 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH PROPERTYROOM.COM FOR PROVIDING AUCTION SERVICES FOR THE POLICE DEPARTMENT; AND FOR OTHER PURPOSES**

**WHEREAS**, the Police Department wishes to enter into a one (1) year agreement with Propertyroom.com to provide auction services for removing excess stored assets that includes evidence, found property, and weapons collected by the Police Department; and

**WHEREAS**, a copy of the proposal from Propertyroom.com is attached hereto as Exhibit "1".

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

**SECTION 1:** The Police Chief is hereby authorized to execute, on behalf of the City of Benton, a one (1) year agreement with Propertyroom.com to provide auction services to the Police Department which is consistent with the terms contained in Exhibit "1". This contract may be renewed for up to five (5) one-year extensions.

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

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

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



This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.

2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

### 3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

### 4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
  - (1) Invoice Owner for Services, net of Proceeds collected, or
  - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

## Asset Disposition Services Agreement

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clickable links on Owner website(s) to websites used by Contractor for Asset sales.

### 6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

### 7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

### 8. Books and Records.

Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

### 9. Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

### 10. Notices.

Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

### 11. Interpretation.

Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

### 12. Governing Law.

The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

### 13. Further Assurances.

Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

### 14. Relationship of the Parties.

No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

## Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

### OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

<b>Owner Name:</b>	<b>Account #:</b>
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> Sourcewell <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/>  <b>Member #:</b> _____
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b>	<b>Secondary Contact:</b>
Name _____	Name _____
Work _____	Work _____
Mobile _____	Mobile _____
Email _____	Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.

- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
- c. **In Place Auction Service ("In Place").** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
- (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away").** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
Light Tow	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
Medium Tow	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Heavy Tow	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
Re-list / Re-run	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
Storage - light & medium duty	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
Storage - heavy duty	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
De-identification	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
Decal Removal	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
- e. **Impound Storage & Auction Service ("Impound").** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors

("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<b>OWNER</b>	
Signature	_____
Name	_____
Title	_____
Date	_____

<b>CONTRACTOR</b>	
Signature	_____
Name	_____
Title	_____
Date	_____

**PROPERTYROOM.COM**  
**NEW ACCOUNT SET-UP**



After receiving the signed agreement, we will provide you with a user name and password for access to our Agency Web online reporting system. This will allow you to track status of all assets you give to us to sell from the time of listing to the sale and collection of the funds and remittance of the funds to your account (and will allow you historical data 24/7/365.). Please answer the following questions so that we can get your new account established in our system.

1. *Check payable to* information and the address where checks are to be mailed.


2. Main pick-up location for assets. (If more than one location, please specify)


3. Main contact's name, title, phone number, fax number, and email address. The main contact will (a) receive a Welcome Call from our Client Services Department; (b) receive mailed bar codes; (c) be contacted every thirty (30) days for scheduling pickups; and (d) have primary access to the Agency Web system for tracking and auditing.


**PROPERTYROOM.COM**  
**NEW ACCOUNT SET-UP**



4. Name, title, phone number, and email address of any additional department personnel requiring access to our Agency Web reporting system.


5. Name, email address, and phone number of the person responsible for the department's website so our IT team can coordinate with adding a notice to the public link on your website.


6. Two possible dates and times for you and/or your main contact(s) to receive a Welcome Call from our Client Services Manager. We will then confirm the date and time as soon as we get internal confirmation from our Client Services Manager. Upon call meeting time, we will send you a free dial-in conference call phone number and access code.


7. Name, telephone, and email address of the person responsible for media relations in your department to work with our Marketing Department regarding any media inquiries.


**RESOLUTION NO. 76 OF 2021**

**A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ORDER 7  
POLICE VEHICLES FOR THE 2022 FISCAL YEAR IN THE  
ESTIMATED AMOUNT OF \$270,000; AND FOR OTHER PURPOSES**

**WHEREAS**, the Police Chief wishes to place an order for seven (7) police vehicles for the 2022 Fiscal Year at the estimated sum of \$270,000. These vehicles will be paid for in 2022 upon arrival out of Public Safety funds.

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

**SECTION 1:** The estimated price of \$270,000 for the purchase of seven (7) police vehicles for the City of Benton Police Department is hereby accepted for the Police Chief to place the order to be received in 2022 and paid out of Public Safety funds.

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

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

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

**ORDINANCE NO. 49 OF 2021**

**AN ORDINANCE PERMITTING CERTAIN FULLTIME EMPLOYEES  
TO CONDUCT BUSINESS WITH THE CITY OF BENTON AND  
PRESCRIBING THE EXTENT OF SUCH AUTHORITY; DECLARING  
AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, based on the recommendation of the Bureau of Legislative Audit, the City Council of the City of Benton, Arkansas, wishes to adopt an ordinance allowing certain full-time employees of the City to also provide part-time services beyond the scope of their full-time employment to the City;

**WHEREAS**, the adoption of this Ordinance is necessary because Arkansas Code §14-42-107 otherwise prohibits the City from purchasing or otherwise obtaining these part-time services from the employees named herein;

**WHEREAS**, the City wishes to engage the services of the employees named herein to provide additional security to maintain the safety of Parks Department events and venues, including any special events; and

**WHEREAS**, the City Council finds it is in the best interest of the City to do business with the employees named herein.

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

**SECTION 1:** The following employees shall be permitted to conduct business and to furnish such services, as security for the Parks Department at any of its venues to include any and all special events, to the City of Benton to the full extent that he or she could have conducted business with the City of Benton, but for the effect of A.C.A. §14-42-107 prior to the adoption of this Ordinance:

**Employee Name**

Charles Anderson	Austin Green	Angel Oliver
Nicholas Anderson	Corey Green	David Richey
Larry Applegarth	Jacob Griffith	Paul Riley
Patrick Baker	Dustin Hamm	Don Robertson
Chris Benham	Eric Haworth	Ryan Roush
Jamar Bennett	Scotty Hodges	Kevin Russell
Jeff Besancon	Seth Hopkins	Joanna Sanchez
Ryne Besancon	Brandus Howard	David Snodgrass
Brian Bigelow	Quinton Jackson	John Spadaro
Hayden Bolding	Stacy Jones	Doug Speer

Walker Brown	Jeff Kling	Lisa Stuart
Laura Chandler	Matthew Kuntz	Andrew Talbot
Tierra Coffey	Mike Lett	Michael Teague
Chase Collins	Timothy Luper	Abdias Valdez
Mason Curtis	Zachary McAnally	Jesse Valdez
Brett Davidson	Jarred McCauley	Ryan Vaughn
Ron Davidson	Joseph McKinley	Dustin Ward
Dustin Derrick	Cory Mize	Bryan Wilfong
Kaitlyn Fleetwood	Jason Moore	Konrad Williams
Brian Franklin	Joshua Mungle	Zachary Wisenor
Miles French	Edward Niemczyk	Curtis Wood

**SECTION 2:** Unless otherwise extended, the authorization contained herein shall expire on December 31, 2021.

**SECTION 3:** Should any word, phrase, or section of this ordinance be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the force and validity of the remaining portion of sections of this ordinance.

**SECTION 4:** Because of the immediate need to provide for security for Parks Department events and venues, an emergency is hereby declared to exist, and this Ordinance, being necessary for the preservation of the public peace, health, and safety, shall be in full force and effect from and after its passage and approval.

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

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

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

NOT DESIGNATED FOR PUBLICATION

**ORDINANCE NO. 50 OF 2021**

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

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

**WHEREAS**, the City Council of the City of Benton, Arkansas, has determined it is in the best interest of the City to raise the rates of a non-resident for Daily Passes.

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

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

**SECTION 2:** All ordinances in conflict herewith are repealed to the extent of the conflict, but not otherwise.

**SECTION 3:** Should any word, phrase, or section of this ordinance be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the force and validity of the remaining portion of sections of this ordinance.

**SECTION 4:** Because the change in membership structure is needed to protect the safety of citizens, an emergency is hereby declared to exist, and this Ordinance, being necessary for the preservation of the public peace, health, and safety, shall be in full force and effect from and after its passage and approval.

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

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

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

Day Pass Fees			
City	Resident - Youth/Senior	Resident - Adult	Non-Resident
Benton	\$4.00	\$5.00	*\$10.00



\*Non-resident is defined as anyone outside of Saline County, as we cater to many surrounding cities.

\*If you visit with a member, resident rates will apply.

**ORDINANCE NO. 51 OF 2021**

**AN ORDINANCE PERMITTING CARL WEST TO CONDUCT BUSINESS WITH THE CITY OF BENTON AND PRESCRIBING THE EXTENT OF SUCH AUTHORITY; AND FOR OTHER PURPOSES**

**WHEREAS**, Carl West presently serves as a Commissioner on the Planning & Zoning Commission, which is an unpaid position in which Mr. West has generously donated his time to the City without any form of compensation;

**WHEREAS**, the City of Benton wishes to contract with Mr. West for the operation of an adult softball program; and

**WHEREAS**, the City Council finds it is in the best interest of the City and the Commission to do business with Mr. West for operation of an adult softball program.

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

**SECTION 1:** Carl West shall be permitted to conduct business and to furnish services to the City of Benton to the full extent that he could have conducted business with the City of Benton, but for the effect of Arkansas Code Annotated §14-42-107 prior to the adoption of this Ordinance.

**SECTION 2:** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

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

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Tom Farmer, Mayor

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Cindy Stracener, City Clerk

NOT DESIGNATED FOR PUBLICATION

**RESOLUTION NO. 77 OF 2021**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH PUSH PEDAL PULL; APPROPRIATING FUNDS FOR THIS PURPOSE; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to purchase and install fitness equipment for the River Center at Riverside Park;

**WHEREAS**, the purchase and installation of the equipment will be made using the NJAP purchasing cooperative, which obtains competitive pricing on products for local governments;

**WHEREAS**, the City desires to enter into a contract with Geneva Capital, LLC for the purchase and installation of the cardio equipment, which will also include financing for the purchase over a five (5) year period; and

**WHEREAS**, the City desires to enter into a contract with Push Pedal Pull for the purchase and installation of the equipment.

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

**SECTION 1:** The City Council does hereby authorize the Mayor and City Clerk to execute any document as shall be necessary to enter into an agreement with Push Pedal Pull for the purpose of purchase and installation of fitness equipment for the River Center. A copy of the quote is attached hereto as Exhibit " 1" to this resolution.

**SECTION 2:** The funding for the purchase contract is hereby deemed appropriated.

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

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

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

**PUSH PEDAL PULL**

the exercise equipment experts  
**PUSH PEDAL PULL**  
 ATTN: MANAGER 501-251-1750  
 11600 Chenal Parkway  
 Little Rock AR 72211

Cell / Text:

jsawatski@pushpedalpull.com

**Purchase Recommendation**

Page 1 of 2

Prepared by: Jay Sawatski

Quote Date	Quote #
07/21/2021	67835

Billing Address	Shipping Address
Geneva Capital, LLC Carl Langer 522 Broadway Street, Suite 4 Alexandria MN 56308	Geneva Capital, LLC Carl Langer 522 Broadway Street, Suite 4 Alexandria MN 56308

Account No.	Customer Email
1900029110 City of Benton Parks and Recreation	Daniel.Baxley@bentonar.org

Due to Covid19, we have been experiencing delayed lead times on various products for up to 20 weeks. See your local P3 representative for any updated changes. We apologize in advance for any inconvenience this may cause.

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
73154	PRECOR	PHRCT88...	TRM 885 TREADMILL EXPERIENCE SERIES - P82 W/MEDIA ADAPTER (BLACK PEARL) C/SN: AJYL		9	13,445.00	8,421.00	75,789.00
73132	PRECOR	PHRCE88...	EFX 885.V2 EXPERIENCE SERIES - P82: MOVING ARMS W/MEDIA ADAPTER (BLACK PEARL) C/SN: AKAK		3	12,195.00	7,667.00	23,001.00
73130	PRECOR	PHRCE88...	EFX 883.V2 EXPERIENCE SERIES - P82: FIXED ARMS W/MEDIA ADAPTER (BLACK PEARL) C/SN: AKAK		3	11,195.00	7,017.00	21,051.00
73086	PRECOR	PHRCA88...	AMT 885 OPEN STRIDE EXPERIENCE SERIES - P82 W/MEDIA ADAPTER (BLACK PEARL) C/SN: ADJL		3	13,845.00	8,577.00	25,731.00
73094	PRECOR	PHRCB88...	RBK 885 RECLINING BIKE EXPERIENCE SERIES - P82 W/MEDIA ADAPTER (BLACK PEARL) C/SN: AZBT		3	8,225.00	5,294.00	15,882.00
73102	PRECOR	PHRCB88...	UBK 885 UPRIGHT BIKE EXPERIENCE SERIES - P82 W/MEDIA ADAPTER (BLACK PEARL) C/SN: AZBT		2	7,915.00	5,093.00	10,186.00
71548	PRECOR	SBK843	SPINNER SHIFT, BELT DRIVE		16	2,095.00	1,467.00	23,472.00

**Standard Terms and Conditions:**

1) 50% deposit and approve P.O. with order. Balance due upon delivery.  
 Send Payment To:  
 2306 W 41st St.  
 Sioux Falls, SD 57105

- 2) Additional delivery fees will be charged for additional trips.  
 3) Prices are subject to change 14 days after the quote date.  
 4) There will be a 2% monthly service charge on all overdue accounts. Buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.  
 5) The quote is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.  
 6) Clerical errors are subject to correction.  
 7) Buyer agrees to promptly file claim for all goods damaged in transit.  
 8) We have a 30 day limited exchange policy with the exception of damaged or defective goods. This policy excludes exchanges on special orders and accessories. Merchandise must be in "like new" condition.

Subtotal \$: 220,337.00

Sales Tax \$: 16,249.89

Total \$: 236,586.89

**Acceptance of Proposal:**

These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

Date:

Authorized Signature:

P.O. Number:

Print Signature:

# Purchase Recommendation

Page 2 of 2

PUSH PEDAL PULL  
ATTN MANAGER 501-251-1750  
11600 Chenal Parkway  
Little Rock AR 72211

Prepared by: Jay Sawatski

jsawatski@pushpedalpull.com

Quote Date	Quote #
07/21/2021	67835

Billing Address	Shipping Address
Geneva Capital, LLC Carl Langer 522 Broadway Street, Suite 4 Alexandria MN 56308	Geneva Capital, LLC Carl Langer 522 Broadway Street, Suite 4 Alexandria MN 56308

Account No.	Customer Email
1900029110 City of Benton Parks and Recreation	Daniel.Baxley@bentonar.org

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
71551	PRECOR	S10	SPINNER STUDIO CONSOLE		16	199.00	139.00	2,224.00
73106	PRECOR	PHRCC83...	CLM 835 CLIMBER EXPERIENCE SERIES - P30 (BLACK PEARL) C/SN: ANBZ		1	5,315.00	3,572.00	3,572.00
74629	TRUE FITN...	VC900-19	PALISADE CLIMBER BASE		1	9,765.00	5,359.00	5,359.00
74613	TRUE FITN...	C16	ENVISION WITH COMPASS CONSOLE		1	3,200.00	2,080.00	2,080.00
9901		FC	FREIGHT COMMERCIAL		1		8,000.00	8,000.00
9977		DEL	DELIVERY/INSTALLATION		1		3,990.00	3,990.00

**RESOLUTION NO. 78 OF 2021**

**A RESOLUTION FOR THE RESURFACING OF TENNIS  
COURTS AT TYNDALL PARK; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council desires to resurface tennis courts located at Tyndall Park;

**WHEREAS**, the court resurfacing will be performed under a Sourcewell purchasing cooperative, which obtains competitive pricing on products for local governments;

**WHEREAS**, the City desires to enter into a contract with CBE Tennis, Inc. for the resurfacing of tennis courts at Tyndall Park.

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

**SECTION 1:** The City Council does hereby authorize the Mayor and City Clerk to execute any document as shall be necessary to enter into an agreement with CBE Tennis Inc. for the purpose of resurfacing tennis courts at Tyndall Park. A copy of the quote is attached hereto as Exhibit "1" to this resolution.

**SECTION 2:** The funding for the purchase contract is hereby deemed appropriated.

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

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

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



**Re: TENNIS COURT RESURFACING in Tyndall Park in Benton, AR**

We (CBE Tennis Inc or "CBE") appreciate the opportunity to expand the City's recreation offerings to our fellow neighbors of Arkansas. The scope of work provided to CBE via Daniel Baxley & Stephanie Jones is to address the cracks & low spots and resurface the existing four tennis courts (two pads at ~112x125 each). We are proposing the following specification:

- 1) Clean the entire surface by high-temperature Pressure Washing and then sanding courts with 36grit sandpaper to remove all existing grit and imperfections in the new surfacing. This allows for best adhesion and better surfacing results.
- 2) Grind cracks flush, route all cracks that are wider than 1/16". Fill all cracks with Laykold Acrylic Base Coat ("Base Coat"). Base Coat when combined with silica sand and Portland cement is designed as an acrylic filler (resurfacer) coat for use over new or existing asphalt. Base Coat's high filling properties make it especially suitable for resurfacing old, uneven asphalt surfaces. There are nearly 2,000LF of cracks to be addressed.
- 3) Flood courts; fill all birdbaths deeper than 1/16" (commonly measured using a nickel) after 1 hour of dry time in sunny 70 degree temperature (the ASBA Standard). Utilizing Laykold Acrylic Base Coat will fill low spots per manufacturer installation guidelines. The majority of the existing low spots will be filled in step 3, however all remaining will be addressed. There are at least 10+ birdbaths that will be removed.
- 4) Apply 1 Laykold Color coat to the repaired locations which matches the final color. This will help smooth and conceal the repaired area.
- 5) Apply 2 Laykold Advantage 60 topcoats to the entire surface. This is the same surface as the US Open tournament in Flushing, NY. Laykold Advantage topcoat is a wear-resistant, sand-filled, 100% acrylic emulsion consisting of high quality pigments (color) and polymers to produce an easy to apply color coating material. Additionally, the Laykold Advantage is pre-pigmented at the factory (NOT ON SITE) to customer's color choices and only water is added at the jobsite. It already contains the proper type, size, and ratio of silica sand to create a medium speed play tennis court surface. Advantage will be applied per Laykold's Installation guidelines (see spec card).
- 6) All courts will have standard 2" white tennis playing lines applied. Laykold White Line Paint (pre-textured at the factory) and Line Primer will be applied per Laykold's specifications.
- 7) Sand and repaint the existing tennis posts black gloss. Add new crank handles (if necessary).
- 8) Install a ground anchor for the net strap on-center in between the existing tennis posts (if necessary). Will be utilizing a stainless steel anchor bolt and marine grade epoxy.
- 9) Provide and install rugged tennis nets that comply with USTA standards. All nets will come with and have center straps installed.

The above surfacing system/proposal has a 2 year factory warranty from Laykold regarding the performance of the surfacing system (color fade and abrasion). Due to the age of the asphalt we cannot guarantee that repaired cracks will not continue to crack the newly resurfaced courts. As always, we will strive to perform everything to the highest levels of workmanship and give our best effort in correcting the asphalt pads prior to application of the color surfacing system.

**INVESTMENT COURT SURFACING and COURT EQUIPMENT:** For the above 10 phase specification, the investment is \$26,487. IF utilizing cooperative purchasing as noted in the next paragraph, this investment would be \$24,897.

**COOPERATIVE PURCHASING:** Work & Invoice would be performed under SourceWell Contract #: 060518-AST. CBE Tennis, Inc. is an authorized dealer/partner of AstroTurf Corporation with full access to the Sourcewell and other cooperative contracts awarded to AstroTurf Corporation. Being an authorized AstroTurf/Laykold dealer partner allows CBE Tennis, Inc. to market and sell discounted products and services to members of the Sourcewell and all other cooperative organizations for which AstroTurf has determined and named CBE Tennis, Inc. to be an authorized partner.

**SOURCEWELL MEMBER INFORMATION:** The City of Clinton is a member of the Sourcewell Co-op. Your membership number is 96772 and can be reviewed at <https://www.sourcewell-mn.gov/node/252536>

**RECORD OF APPLICATION:** One will be created for this project and includes pictures, dates, times and batch numbers of the surfacing we install. We will have at least one owner on-site performing surfacing applications and guidance throughout the job.

**COLOR CHOICE: ONE COLOR SYSTEM**

- Color: Medium Green & Brick Red

**WATER, POWER, DUMPSTER, and STORAGE:** Supplied on-site by project owner or within 75ft of the courts by the owner, \$150 fee if we have to supply power to operate equipment. \$250 haul off fee if no dumpster is provided.

**PERMIT FOR SURFACING:** Provided by project owner

**LEAD TIME:** Sourcing of materials will take approximately 6-8 weeks from receipt of the deposit and commence as soon as we can place the work into our schedule (currently booked into the late Summer).

**ESTIMATED PROJECT TIME:** Will require access to any/all courts to work as deemed needed by CBE to complete the project within clients preferred timeline. We feel this project should take approximately 6-8 unfettered (e.g. full access to courts, no inclement weather, etc.) working days to complete. Access or weather delays will not affect payment of this contract (e.g. delays due to access of all courts from the start of the project or adverse weather will not count towards liquidated damages).

**WARRANTY:** As noted above, the Laykold Advantage system comes with a 2 year warranty regarding fade and abrasion. All work is to be completed in a workman-like manner according to

standard practices and is covered by a 1 year workmanship warranty. Additionally, 1 gallon of each color of paint utilized on the project will be provided to the customer.

**INVESTMENT WINDSCREEN:** n/a - can be measured and installed

**INVESTMENT HITTING WALL:** n/a

**INVESTMENT PICKLEBALL LINES:** n/a

**TERMS OF PAYMENT:** 50% due upon acceptance of proposal remaining, 25% due upon receipt of materials on-site, 25% due at completion and acceptance of work. Any payments not received as per contract shall bear interest at the rate of 1 1/2% per month, and you also agree to pay CBE Tennis Inc cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.

**TERMS OF PROPOSAL:**

1. This is offered for acceptance within (30) days from the date shown above, after which date it will be subject to reconfirmation or requotation. When duly executed by you and delivered to us it shall constitute a legal contract binding both parties, subject only to your credit approval by CBE Tennis Inc.
2. Any price increases on liquid materials will be passed on to the client and be substantiated by a letter from Laykold, our paint supplier. This will only be applied to the time period between proposal acceptance and when the funds for the material deposit are received.
3. The work covered by this proposal shall be only that specifically outlined herein and to provide a price for the work in accordance with plans and specifications as furnished. Any change in the work or work not covered in this proposal will be considered as extra work and will be subject to further negotiation. Where there is a variance between the plans and specifications and this proposal, the prices quoted will be only for the work as outlined in this proposal. Local, city, or county licenses (if required) are not included in this quote. The Owner shall obtain required building permits and will conform all plans and specs with all governmental requirements.
4. CBE Tennis Inc shall not be responsible for delays in completion caused by strikes, acts of God, labor disputes, accidents, delays of other contractors, inclement weather conditions, or other contingencies beyond our control.
5. Unobstructed vehicular access to each court is guaranteed by the owner until completion of work.
6. CBE Tennis Inc is not obligated to continue work until terms of payment are fully met. Owner is solely responsible for all delays as per terms of contract.
7. Unless specifically included in the contract price, the cost of any surety bonds or permits will be added to the contract price.

8. ANY CONTRACT OR PURCHASE ORDER DIRECTED TO CBE Tennis Inc as a result of or based upon this proposal MUST include reference to this proposal to become acceptable to CBE Tennis Inc
9. Any payments not received as per contract shall bear interest at the rate of 1 1/2% per month, and you also agree to pay CBE Tennis Inc cost and expense of collection including reasonable attorney's fees whether or not a suit is filed.

\*\*\*ALTHOUGH WE REHAB AND FILL THE EXISTING CRACKS WITH THE UTMOST DILIGENCE, DUE TO THE NATURE OF STRUCTURAL CRACKS, IT IS NOT POSSIBLE TO GUARANTEE THAT THEY WILL NOT RETURN, THEREBY CONTINUING TO CRACK THE RESURFACED COURT.

#### **LOCAL REFERENCES:**

Burns Park Tennis Center (BPTC) / Arkansas Tennis Association (ATA)

- Resurfacing provided on 3 newly constructed asphalt courts (2017)
- Resurfaced 13 existing tennis courts and 12 youth sized courts (2016-2019)
- BPTC Manager = Dan Dick @ 501-350-7811

Arkansas Tech University Varsity Courts

- Repaired & Resurfaced 8 existing tennis courts (2017)
- Women's Coach, Interim Athletic Director = Abby Davis @ 479-356-2033

City of Little Rock

- Surfacing provided for Rebsamen Tennis Center, Little Rock Open Men's ATP Challenger Tournament, new Pickleball courts at Kanis Park, Boyle Park Basketball Courts (2017-2020)
- Parks & Rec Park Planner = Ron Ross @ 501-246-6166

Silver Springs Country Club (old Trace Creek Golf Club) - Haskell AR

- Converted 2 tennis courts into 6 pickleball courts with new permanent net posts
- Resurfaced the entire location - major repairs for cracks and old asphalt
- Pickleball Manager/Operator = Joe Dixon @ 501-607-4038

#### **ATTACHMENTS:**

Specification cards for Laykold Acrylic Base Coat, Laykold Acrylic Resurfacer, Laykold Advantage, Laykold Standard Color Card, AstroTurf Authorization Letter.

**RESOLUTION NO. 79 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH CARL WEST FOR THE PROVISION OF CERTAIN RECREATIONAL SERVICES TO THE CITIZENS OF BENTON; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has as a function of city government, an obligation to provide appropriate recreation services for all ages in our community; and

**WHEREAS**, in order to fulfill that obligation, the City desires to enter into an agreement with Carl West for the provision of services to run and direct an adult softball program.

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

**SECTION 1:** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, Arkansas, a one (1) year agreement with Carl West to run and direct an adult softball program located at Bernard Holland Park, Adult Fields. The contract is attached hereto as Exhibit "1" and is incorporated now by reference as if stated word for word.

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

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

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



## LEASE AGREEMENT

THIS AGREEMENT made and entered into on \_\_\_\_\_, \_\_\_, 2021 by and between the CITY OF BENTON, (hereinafter called "THE CITY"), and Carl West (hereinafter called "West").

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

### **I. General Terms:**

1. LEASED PREMISES: The leased premises are the Bernard Holland Adult Softball Fields within the City of Benton and consists of Fields One through Three ("Leased Premises"). The leased premises do not include any portion of Riverside Leased Premises or the concessions stand(s).

2. USE OF THE PARK BY THE CITY: THE CITY shall have the right to use the Leased Premises upon scheduling with West as set out in Paragraph No. 3. THE CITY shall have use of the Leased Premises for no less than 16 weekends per year, not including Wally Hall dates, to be scheduled with West by April 30 for spring and August 31 for fall, of the applicable year. THE CITY shall otherwise have use of the Leased Premises subject to scheduling and availability with West. THE CITY will provide the following during the term of this agreement:

- a. THE CITY shall provide all utilities to the Leased Premises.
- b. THE CITY will set lights for all approved scheduled games and practices taking place at the Leased Premises.
- c. Provide daily clean-up before and after games at the Leased Premises.
- d. THE CITY has full discretion of playability of fields and will have the right to close in the event of inclement weather.
- e. THE CITY shall drag, chalk, set bases and mounds before the first game of each day.
- f. Maintain the Leased Premises in a neat, well-groomed condition.
- g. Winterize the Leased Premises at appropriate times.

h. THE CITY shall provide complete maintenance and replacement, as and when necessary, of all facilities located at the Leased Premises, including but not limited to: concession and equipment buildings, parking lots, drainage, restrooms, fences, backstops, dugouts, gates, batting cages, lights, poles, switchgear and bleachers.

3. USE OF THE LEASED PREMISES BY WEST: Except as stated herein, West shall have exclusive use of the Leased Premises during the year for the purpose of West's league games, practices, tournaments, or other similar use. West must provide a schedule for games and practices with a minimum seven (7) days' notice. If that notice is not provided, the fields may not be prepared as set out in Section 2.e. herein. Subject to availability, upon at least a fourteen (14) day notice to West, THE CITY may make reasonable use of the Leased Premises at no cost. Such times are first subject to availability of the Leased Premises but permission to use the Leased Premises will not be unreasonably withheld. All tournament organizations will be required to pay to THE CITY all field rental fees, deposits and costs for any tournament scheduled by West. All requests for the use of the Leased Premises for a tournament will require at least a fourteen (14) day notice to THE CITY from West. Any non-league event scheduled on Friday, Saturday, or Sunday is considered by the city a tournament and will be charged accordingly.

a. West shall receive all gate receipts and sign-up fees for the operation of his program.

b. Make insurance available for players and umpires, through sanctioning body if any.

d. Provide umpires.

f. Stripe or otherwise maintain fields in between games.

4. EXPECTATIONS OF WEST:

a. West shall make all efforts to increase the number of individuals participating in the league.

b. West shall attempt to make maximum use of the Leased Premises.

c. West shall make all efforts to ensure that a family-friendly atmosphere is maintained at all league events that take place at the Leased Premises, including any associated parking lot. Drinking shall not be tolerated.

d. It is expected that West shall take all actions to ensure league participants, or their guests, will comply with all applicable laws or rules and regulations of the Leased Premises. If necessary, West shall take appropriate actions to ensure compliance.

e. West shall be given the ability to control the lighting for the field. He shall make best use of that utility to limit the electricity cost to THE CITY.

5. COLLECTION OF FIELD RENTAL FEES: THE CITY shall be entitled to set and collect all field rentals during its usage of the Leased Premises, as defined in Paragraph 2. West shall not have a right to any of these funds. West is responsible to schedule and follow guidelines in the City's lease agreement for all tournament events. Scheduling is coordinated with Special Events Coordinator or appropriate Benton Parks Staff.

6. OPERATION OF THE CONCESSION STAND: THE CITY shall continue its operations of the concession stand, in accordance with existing contracts.

7. WALLY HALL TOURNAMENT OF CHAMPIONS: With respect to the Wally Hall Tournament of Champions, the tournament organization shall have the right to four (4) weekends during the year for this event to occur. These weekends include the first weekend in March, the first weekend in April, the first weekend in May and Memorial Day weekend. The tournament organization shall be required to pay all applicable deposits, fees, and costs as required of other tournaments to THE CITY.

8. CANCELATION OF TOURNAMENTS: Should any tournament organization fail to abide by the rules established by the Benton City Council for the use of its parks or should a tournament organization fail to fulfill its contractual obligations to THE CITY, THE CITY may in its sole discretion cancel any tournament associated with the tournament organization and not renew same.

9. SUPPLIES AND MATERIALS FOR OPERATING PARK: THE CITY shall supply the materials and supplies necessary to operate the fields and restrooms in the Leased Premises. This includes but is not limited to paper products, soap, chalk, conditioner, etc.

10. NO JOINT VENTURE: It is agreed that THE CITY has no financial interest in the business of West and shall not be liable for any debts or obligations incurred by West, nor shall THE CITY be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of the West, or profits earned or derived by the West, nor shall West 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.

11. INDEPENDENT CONTRACTOR: West, in the performance of his 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 West is an independent contractor. THE CITY does not and will not assume any responsibility for the means by which or manner in which by West shall be wholly responsible, therefore.

12. CITY'S USE: THE CITY shall have the right to use the Leased Premises at its discretion upon fourteen (14) days notification to West. Any request of THE CITY to use the Leased Premises with less than a fourteen (14) day notice shall be at the discretion of West to grant.

13. PUBLIC ACCESS: The Leased Premises 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.

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

15. FULL PARTICIPATION: 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. This does not include restrictions based on age and required by the sanctioning body, if any. It is also agreed that the party sponsoring any community recreation program will furnish and supply all expendable materials necessary for conducting the program.

16. ADA COMPLIANCE: 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.

17. COMPLIANCE WITH APPLICABLE LAW: 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.

18. NO SUBLEASE OR ASSIGNMENT: It is agreed that the Leased Premises may not be assigned, sub-leased, rented, reserved or loaned to any other group, business, individual, or entity by West.

19. NO CHANGES TO FACILITIES: No alterations, changes, or modifications to change the intended use may be made to the Leased Premises by West, without first receiving written approval from THE CITY. West must submit a detailed request in writing to THE CITY.

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

21. LITTER: West will control all litter by picking up litter his program creates. The litter must be placed in the proper receptacle by WEST and then be removed on a regular basis by a contracted trash service. If excessive litter must be picked up after 24 hours of the program by THE CITY, West will be charged \$10 for each individual man hour worked.

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

23. REMOVAL OF EQUIPMENT: At the request of CITY, West will remove all his equipment that is not a fixture to the Leased 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.

24. KEYS: Two keys to the Leased Premises will be given to West. No Duplicate keys shall be made or given out to any other parties.

25. PERMANENT IMPROVEMENTS: Permanent improvements to The Leased Premises 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.

26. SCHEDULING: West shall schedule use of the Softball Fields with THE CITY's Parks Department Director and/or Recreation Manager. The parties agree to use their best efforts to accommodate the needs of the other to providing softball activities and events for the Benton community.

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

1. VERIFICATION: West shall upon request verify its programs to THE CITY to ensure that it is operating an adult program within the Leased Premises in fulfillment of his obligations, which are more fully stated herein.

2. NOTICES: 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. Carl West

3. CHEMICALS: West Shall not use or store any chemicals associated with this agreement.

4. DIGGING: West must notify THE CITY prior to any digging in the Leased Premises 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 Leased Premises are damaged, West will be responsible to pay for the cost of any and all repairs to the damaged lines.

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

1. INSURANCE: If required by state or Federal law, West shall maintain insurance in amounts required by federal or state laws.

2. LIABILITY: If an individual present during one of West's programs intentionally causes damage, West shall make his best efforts to ensure the individual is financially responsible for all reports. West shall fully cooperate with any actions by The City to collect for the cost of the repairs

3. INDEMNITY: 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 Leased Premises. West 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 West, its agents, employees, or programs participants.

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

1. SEVERABILITY: 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. INTERPRETATION: 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. TERMINATION: THE CITY may terminate this agreement with 30 days' notice upon a finding, by a 2/3 vote by City Council, that the consideration provided by West in regard to provision of services is not being adequately fulfilled, adequately met, or

otherwise adequately accomplishing the goals of this program 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 program 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 West of the Resolution of Intent to terminate this program agreement at least 48 hours before any Council Meeting to vote on such Resolution of Intent to terminate.

4. VIOLETION OF AGREEMENT: If West violates any provision of this agreement, this agreement may be terminated with 10 days' notice; however, THE CITY reserves the right to provide 10 days for West to correct the violation at THE CITY's reasonable discretion. If City funds or facilities are used fraudulently, fraudulently accounted for, fraudulently spent, or otherwise illegally disposed of, THE CITY may terminate this agreement with 10 days' notice. THE CITY reserves the right to provide West 10 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. TERM OF AGREEMENT: This agreement shall be in effect from the date of its execution and terminating on December 31, 2021. If THE CITY has a need to provide services and assuming that the use of the Leased Premises by the WEST is in the best interest of THE CITY at the end of the initial term, it is anticipated that the agreement will be renewed for an additional year term by Resolution of the City Council to continue allowing the WEST to provide services in THE CITY through utilization of the Leased Premises as defined herein. Nothing herein shall be construed as legally obligating THE CITY to renew the Program Agreement for an additional term.

6. CURRENT PROGRAMMING: West acknowledges and agrees that this agreement does not pertain to and does not alter the currently scheduled Spring 2021 Softball season, which is set to begin on April 12, 2021, and end on June 17, 2021. That season shall be completed as currently planned by THE CITY and as scheduled.

7. CHANGES: Any changes in programs by West 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.

8. MODIFICATIONS: Any amendment, alterations, or changes in this agreement, other than as provided for herein 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.

Council has acknowledged Carl as a member of the Planning and Zoning Commission and this contract has been approved.

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

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

CARL WEST

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

Carl West

CITY OF BENTON

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

Mayor

Attest:

\_\_\_\_\_

City Clerk

**RESOLUTION NO. 80 OF 2021**

**A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A  
REAL ESTATE LEASE WITH THE ARKANSAS GAME AND FISH  
COMMISSION; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to lease 915 East Sevier Street in Benton to the Arkansas Game and Fish Commission for its use.

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

**SECTION 1:** The Mayor and City Clerk are hereby authorized to execute, on behalf of the City of Benton, Arkansas, Real Estate Lease agreement with the Arkansas Game and Fish Commission. The lease agreement is attached hereto as Exhibit "1" and is incorporated now by reference as if stated word for word.

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

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

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



### REAL ESTATE LEASE

**THIS AGREEMENT**, made and entered into between the City of Benton, Arkansas, (hereafter referred to collectively as "Lessor"), and the Arkansas Game and Fish Commission (hereafter referred to as "Lessee").

1. Leased Premises. For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by the Lessee as obligations to the Lessor, the Lessor lets, leases and demises unto the Lessee, subject to the terms and conditions contained herein, the following property situated at 915 East Sevier Street, Benton, AR 72015 in Saline County,;

**TO HAVE AND TO HOLD** said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, conditions and liens herein contained.

2. Term. This lease shall commence on August 1, 2021 and shall extend for a term of twenty-three (23) months, ending at midnight on June 30, 2023. Lessee may elect to terminate the lease at any time prior to June 30, 2023, without penalty upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the date of termination, that Lessee intends to elect to terminate the lease and (2) Lessee pays Lessor the rent, pro-rated on a monthly basis, incurred through the date of termination. Additionally, Lessee shall have a right to extend this lease on a month-to-month basis for not more than twelve (12) months upon condition that (1) Lessee provides Lessor with written notice, no less than sixty (60) days prior to the expiration of the term of the lease, that Lessee intends to exercise such right to extend the lease and (2) Lessee continues to pay Lessor the same amount of rent, pro-rated on a monthly basis, as agreed between Lessor and Lessee herein.

3. Rent. Lessee agrees to pay to Lessor as rental for the full term of this lease the sum of **FIVE HUNDRED FIFTY DOLLARS AND NO CENTS (\$550.00)** per month, due by the tenth (10th) each month hereafter. Lessee may pre-pay all or part of the rent without penalty.

4. Right of First Refusal. If Lessor, during the lease term, or any extension thereof, elects to sell all or any portion of the premises, whether separately or as a part of the larger parcel of which the premises are a part, Lessee shall have a right of first refusal to purchase the premises on such terms and conditions as may then be negotiated between Lessor and Lessee. If Lessor has been presented with a bona fide offer of sale from an unaffiliated third party ("third party offer"), Lessor shall be entitled to purchase the premises on the same terms and conditions as the third party offer. If within ninety (90) days after written notice of such third party offer, Lessee does not agree to purchase the premises on terms and conditions at least as favorable to Lessor as the third party offer, Lessor may sell the premises or any portion thereof to such third person in accordance with the terms and conditions of the third party offer.

5. Signs. Lessee shall not erect or install any exterior signs or advertising without first consulting with and obtaining the approval of the Lessor, such approval not to be unreasonably withheld. Lessee agrees that it will not, without first consulting with and obtaining the approval of the Lessor, utilize any form of advertising disruptive to the surrounding area and the general public, including but not limited to, loudspeakers, phonograph or related electronic equipment, radios, compact discs, or similar devices which will be operated in such a manner as to project sound outside of the leased premises.

6. Maintenance and Repairs. Lessor shall be responsible for reasonable maintenance and repair of the premises. Lessee shall contact Lessor in the event any repairs to the premises are required. Lessor shall be responsible for all plumbing, heating, and air conditioning repairs, provided that such repairs are not occasioned by the act, neglect or omission of Lessee or its agents or invitees. Lessee shall maintain the premises in good order at all times and shall return

the premises in the same condition as existed at the commencement of this lease, reasonable wear and tear excepted. Lessee shall be solely responsible for the construction, maintenance and repair of any improvements made by Lessee to the premises. Lessee shall be the owner of such improvements during the pendency of the lease. Lessee covenants that any improvements to the property will be constructed maintained and repaired consistent with the Lessor's ordinances rules and regulations. All improvements shall become the property of the Lessor at the expiration of this lease (as such lease term may be extended or modified from time to time) or upon final termination of the lease. Personal property that can be removed from the premises without material damage to the premises shall remain the property of Lessee and may be removed by Lessee upon termination or expiration of this lease. Nothing herein precludes the combination of Lessee's and Lessor's resources to affect a repair to the property if deemed necessary and appropriate by both parties to this lease agreement.

7. Taxes. The premises are currently improved and have been assessed for real property or other taxes. It is anticipated that the use of the property by Lessee will not result in the property being subject to taxes of any nature. Lessor agrees that it will join with Lessee in opposing any tax assessments levied against the leased premises so long as the premises shall be used only for public purposes.

8. Use. Lessee agrees to use the leased premises for the purpose of operating a field office, which may include administrative offices, meeting room, classroom facilities, vehicle parking and other uses associated with a field office open to the public, but for no other purpose or use unless the written consent of the Lessor has been obtained in advance to the different purpose or use.

9. Assignment. Lessee shall not assign this lease or sublet the leased premises without prior written consent of the Lessor.

10. Lessee's Default. If Lessee defaults in the payment of the rent for a period of ninety (90) days or longer, or as to any covenant herein provided for a period of ninety (90) days or longer after receipt of written notice from Lessor specifying such default, or the Lessee fails to take possession of the leased premises within a reasonable time after commencement of the lease, or should the Lessee abandon the premises or cease operation of the regional office, then Lessor shall have the right to reenter the leased premises and take possession of same and all improvements thereon, and this lease shall terminate. Lessee agrees that in such event it will vacate the leased premises promptly.

11. Non-Waiver. It is agreed that the failure of the Lessor to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent Lessor from invoking such remedies in the event of any future breach or default.

12. Holdover. Lessee agrees that it will peaceably deliver possession of the leased premises to Lessor upon expiration or earlier termination of the lease. In the event it should become necessary for Lessor to institute any action at law or in equity to recover possession of the leased premises from Lessee at the time of expiration or earlier termination, Lessee agrees that it will pay Lessor's reasonable court costs.

13. Compliance with Laws. Lessee shall conduct its activities and operations on the leased premises in compliance with applicable regulations, rules and laws of any governmental authority with jurisdiction over the leased premises. Provided, however, that Lessor shall adopt no ordinance, regulation or resolution imposing specific conditions on Lessee's operation on the leased premises that are more stringent than generally applicable throughout the City of Benton or Saline County.

14. Trash. Lessee agrees to provide receptacles for the disposal of trash, litter, refuse and debris, and will employ reasonable clean-up measures to keep the leased premises free from same.

15. Utilities. Lessee agrees to be responsible for all electrical and water services, including usage, for the regional office for the duration of this lease.

16. Title and Quiet Enjoyment. Lessor covenants and warrants that it is the legal owner of the leased premises and may lease said premises as herein provided. Upon payment by the Lessee of the rents herein provided and upon the observance and performance of the covenants, terms and conditions upon Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the demised premises for the term hereby demised without hindrance of interruption by Lessor or any other person or persons lawfully or equitably claiming by, through, or under Lessor, subject to the terms and conditions of this lease. Lessee may restrict access to the leased premises by such means as necessary to operation of the nature center and security of the improvements and Lessee's personnel on the property.

17. Succession. This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successor and assigns.

18. Waste. Lessee agrees not to commit waste, nor permit waste to result or to be done to or upon the aforesaid property and premises; nor store or permit to be stored thereon or therein any explosives which would increase the fire hazard; and not to operate or cause to be operated, or allow to exist thereon or therein, any public or private nuisance.

19. Severability. Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph is invalid or unenforceable for any reason, all remaining paragraphs will remain in full force and effect.

20. Interpretation. This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

21. Notice. All notices, requests, demands and other communications required by or permitted hereunder shall be in writing and shall be deemed to have been duly given when received by the party to whom directed; provided, however, that notice shall be conclusively deemed given at the time of its deposit in the United States Mail when sent by certified mail, postage prepaid, to the other party at the following addresses (or at such other addresses designated in writing by the parties).

**LESSEE:**

To: Arkansas Game and Fish Commission  
Attention: Director  
#2 Natural Resources Drive  
Little Rock, Arkansas 72205

And copy to: Arkansas Game and Fish Commission  
Attention: Andrea Russenberger  
Benton Field Office  
915 East Sevier  
Benton, AR 72015

**LESSOR:**

To: City of Benton  
Attention: Mayor Tom Farmer  
114 South East Street  
Benton, Arkansas 72015

22. Multiple Originals. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Complete Agreement. This lease agreement constitutes the complete agreement of the parties and supersedes all prior agreements, contracts and understandings between the parties relating to the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals on the date found next to their respective signatures.

**CITY OF BENTON**

**BY:**\_\_\_\_\_ **Tom Farmer, MAYOR**

**DATE:**\_\_\_\_\_

**ATTEST:**\_\_\_\_\_ **Cindy Stracener, CITY CLERK**

**ARKANSAS GAME AND FISH COMMISSION**

**BY:**\_\_\_\_\_ **Austin Booth, DIRECTOR**

**DATE:**\_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS  
COUNTY OF SALINE:**

**ON THIS DAY** appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Tom Farmer and Cindy Stracener, known to me as the Mayor and City Clerk of the City of Benton, Arkansas, respectively, who stated that they had executed the foregoing Real Estate Lease in their official capacities for the purposes and consideration therein set forth.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF ARKANSAS  
COUNTY OF PULASKI:**

**ON THIS DAY** appeared before me, a Notary Public, duly commissioned and acting in the state and county aforesaid, Austin Booth, known to me as the Director of the Arkansas Game and Fish Commission, who stated that he had executed the foregoing Real Estate Lease in his official capacity for the purposes and consideration therein set forth.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

\_\_\_\_\_

**ORDINANCE NO. 52 OF 2021**

**AN ORDINANCE REZONING 302 COX STREET IN THE CITY OF BENTON, SALINE COUNTY ARKANSAS FROM R2 SINGLE-FAMILY RESIDENTIAL TO R5 MULTI-FAMILY RESIDENTIAL ZONE; AND FOR OTHER PURPOSES**

**WHEREAS**, an application for rezoning was filed with the Planning Commission of the City of Benton, Arkansas, requesting that the land hereinafter described located at 302 Cox Street in the City of Benton be rezoned from R2 to R5;

**WHEREAS**, the Planning Commission ordered a public hearing be held on August 3, 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 having been submitted that all property owners or lessees within 300 feet of the property having been notified of said hearing; and at said hearing, the Planning Commission recommended to the City Council that such request be granted; and

**WHEREAS**, the City Council of the City of Benton, Arkansas, desires to rezone the following property from R2 to R5.

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

**SECTION 1:** The following described property is hereby rezoned from R2 Single-Family Residential to R5 Multi-Family Residential Zone:

302 Cox Street, Benton, Arkansas 72015  
Parcel Numbers: 800-63929-000

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

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

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

CITY OF BENTON  
COMMUNITY DEVELOPMENT DEPARTMENT



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



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

MEMORANDUM

TO: Brian Black  
Planning Commission

FROM: Jessica Teague  
Community Development

DATE: July 30, 2021

RE: Rezone Request for 302 Cox

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The applicant is requesting a rezone of 302 Cox from R2 Single-Family Residential to R5 Multi-Family District. All requirements have been met in accordance with City Ordinance. City and Benton Utilities Staff comments have been provided in the packets and recommend approval.

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

**Jessica Teague**

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**From:** Jessica Teague  
**Sent:** Friday, June 11, 2021 10:49 AM  
**To:** roy lamm  
**Cc:** Brad Jordan; Chelsea Matthews  
**Subject:** RE: DRC Comments for 302 Cox Street Rezone

Yes, thank you for the reminder. I do have it on the August agenda.

Sincerely,

*Jessica Teague*

Planner

Community Development

City of Benton

**From:** roy lamm <roylamm0613@gmail.com>  
**Sent:** Friday, June 11, 2021 10:09 AM  
**To:** Jessica Teague <Jessica.Teague@bentonar.org>  
**Cc:** Brad Jordan <Brad.Jordan@bentonar.org>; Chelsea Matthews <Chelsea.Matthews@bentonar.org>  
**Subject:** Re: DRC Comments for 302 Cox Street Rezone

Hi Jessica, thank you for the update! As a reminder from our conversation, I'm out of town on July 6th and understood we were moving it to the August 3rd meeting. In addition, I'll have the paper notice and 300 foot neighborhood notices completed by July 19th. Thank you again for your help! Roy

On Fri, Jun 11, 2021 at 9:54 AM Jessica Teague <Jessica.Teague@bentonar.org> wrote:

Good morning Roy,

Below are comments I have received regarding 302 Cox Street Rezone. Please address all comments and corrections and resubmit revised plans to the Community Development Office. Also, please let me know if you have any questions or concerns.

**Community Development:**

- Approves. This request will be on the agenda for the Planning Commission meeting scheduled for July 6, 2021 at 6:00pm.

**Electric Department:**

- Benton Electric approves

## REZONE APPLICATION

TO THE BENTON, ARKANSAS PLANNING COMMISSION:

Applicant's Name Roy Lamm

Address of subject property 302 Cox Street

Legal description of subject property \_\_\_\_\_

Lot 24, N/2 of 25  
Subdivision Rosewood

Parcel Number C-6773

It is requested that the above described property, currently in a R2 Zone District, be changed to a R5 Zone District. Attached hereto as a part of this application is an accurate scale drawing of the site and the surrounding area for a minimum distance of three hundred (300) feet from each boundary of the site showing locations of existing streets, property lines and the name and last known address of the recorded legal owners of all properties shown on the drawing. I hereby certify that I am the owner of the property identified in this application and to the best of my knowledge and belief, is true and correct.

Signed Roy Lamm

Email roylamm0613@gmail.com

Address 318 Cox Street  
Benton, AR 72015

Phone 501-951-7111

Subscribed and certified to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Receipt Number \_\_\_\_\_

Planning Department Representative \_\_\_\_\_

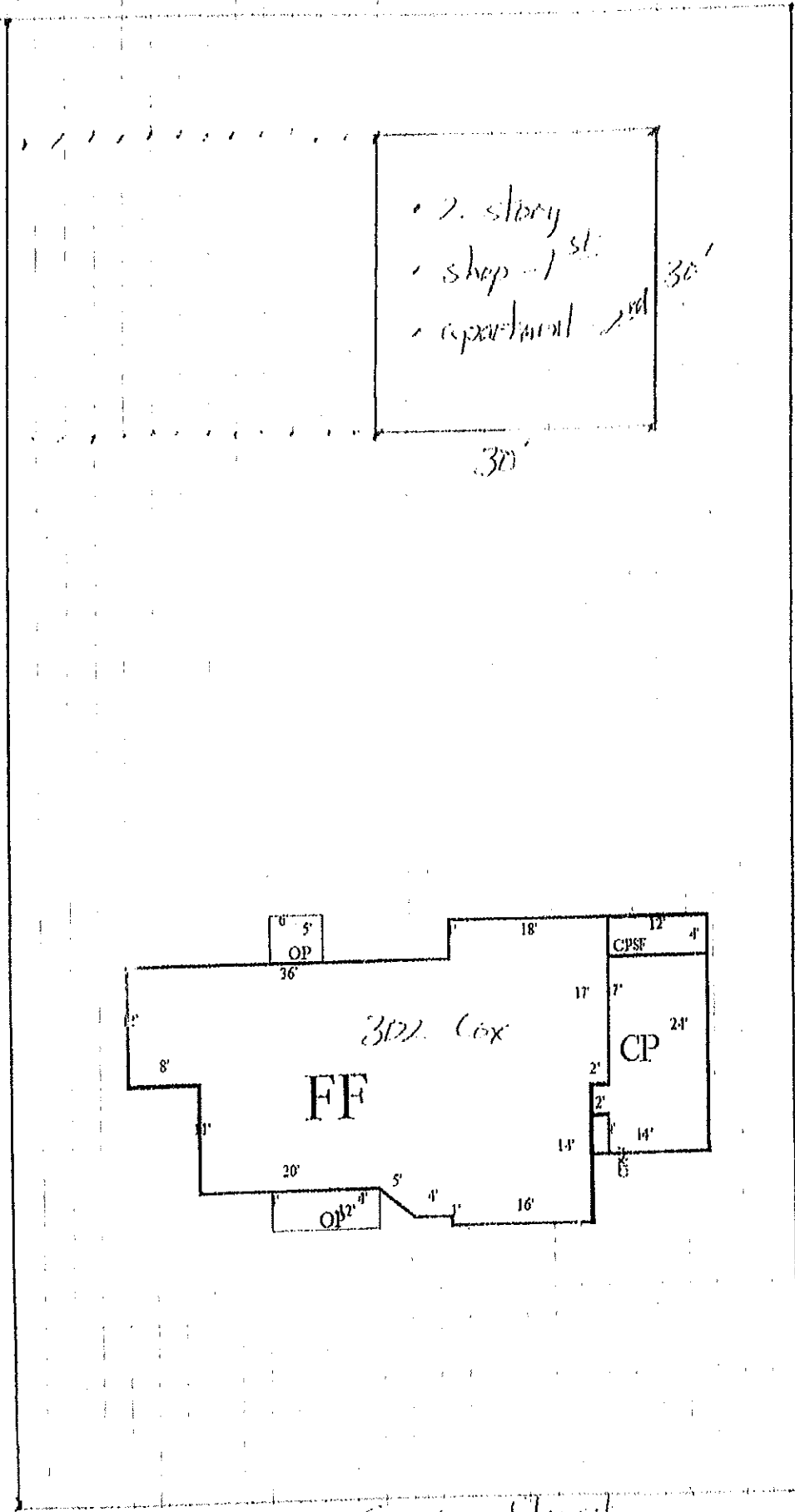
### NOTE:

THIS APPLICATION NEED NOT BE FILED IN PERSON AT THE OFFICE OF THE PLANNING COMMISSION; HOWEVER, WHEN FILING BY MAIL OR SECOND PARTY, THE SIGNATURE MUST BE NOTARIZED.

# 302 S. Cox St Rezone R2-R5



Hoover Street



①

square  
e. g. 1/2  
3 feet

Cox Street

# Apartment Garages



A clear evidence that you can have your cake and eat it too.

*Concept Idea*



**RESOLUTION NO. 81 OF 2021**

**A RESOLUTION ACCEPTING THE LOWEST  
ACCEPTABLE BID FOR EAST SEVIER STREET  
DRAINAGE IMPROVEMENTS FROM JCON, INC., IN  
THE AMOUNT OF \$58,480.00; AND FOR OTHER  
PURPOSES**

**WHEREAS**, after having advertised for bids for the construction of East Sevier Street Drainage Improvements, the City Council of the City of Benton, Arkansas, has determined that the bid submitted by JCON, Inc., is the lowest acceptable bid for this construction project and that the City should award the contract to this lowest acceptable bidder.

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

**SECTION 1:** The bid by JCON, Inc., in the amount of \$58,480.00 is the lowest acceptable bid and said bid should be accepted and awarded to JCON, Inc., for the East Sevier Street Drainage Improvements. The bids are attached hereto as Exhibit 1 to this Resolution.

**SECTION 2:** The Mayor is authorized to execute, on behalf of the City, a contract for construction of drainage improvements on East Sevier Street with the successful bidder and to execute such other documents as may be necessary and convenient to accomplish this purpose. The Mayor is likewise authorized on behalf of the City to pay JCON, Inc., those sums that become due and payable over the course of contract term.

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

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

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



### Official RFP Price Sheet

All applicants must fill out the form below, along with the appropriate authorized signatures.

Total Bid for East Sevier Street drainage	\$58,480. <sup>00</sup>
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Upon signing this form, the applicant is acknowledging that all information provided in this RFP is true and will provide documentation requested.

Price given above is the final to the City of Benton and includes all taxes, overhead and profit to the bidder. The City of Benton reserves the right to accept any or all part of bids, to reject any or all bids and to award to the bid deemed in the best interest to the City.

JCON INC.  
Printed Name of Company

1101 Fern Creek / PO Box 330 Bryant 72089  
Company Address

501-794-1963 n/a  
Telephone Number Fax Number

bhenley@jconincorporated.com  
E-Mail Address

BRIAN HENLEY 7/22/21  
Printed Name of Authorized Signature Date

[Signature] 7/22/21  
Authorized Signature Date

**INVITATION TO BID**  
**East Sevier Street Drainage Project**

The City of Benton is accepting sealed bids until 10:30 A.M., July 22, 2021 for the **East Sevier Street Drainage Project**, at which time the bids will be publicly opened and read aloud. Copies of the specifications are listed in the bid section of [www.bentonar.org](http://www.bentonar.org).

Bids are to be submitted to the Procurement Department in a sealed envelope with the notation of **"Sealed Bid-East Sevier Street Drainage Project"** on the outside of it.

The City of Benton reserves the right to reject any and/or all bids, to waive informalities and to award the bid to the bidder deemed to be in the best interest of the City. Faxed, emailed and late bids will not be accepted.

No bid may be withdrawn, after the scheduled closing time for receipt of bids, for at least sixty (60) days.

Cynthia Nesbit  
Procurement Manager  
City of Benton  
501-776-5900



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

## Request for Proposals

<b>Bid Number:</b> RFP 2020-05	<b>Buyer:</b> Cynthia Nesbitt, Purchasing Coordinator
<b>Commodity:</b> East Sevier Street drainage	<b>Bid Opening Date:</b> July, 22, 2021
<b>Department:</b> Street	<b>Bid Opening Time:</b> 10:30 a.m.
<b>Date Issued:</b> July 8, 2021	

All proposals will be accepted until the time and date specified above. All proposals must be placed in a sealed package clearly marked on the outside **"East Sevier Street Drainage."** The envelope should be properly addressed to the City of Benton with the Proposer's name and address indicated outside on the sealed package. An unsigned proposal will be considered non-responsive.

<b>Mailing Address:</b>	<b>Bid Opening Location:</b>
PO Box 607	114 S. East Street
Benton, AR 72018	Benton, AR 72015

JCON INC.

Printed Name of Company

1167 Fern Creek / PO Box 330 Bryant 72089

Company Address

501-794-1963

Telephone Number

na

Fax Number

bhenley@jconincorporated.com

E-Mail Address

BRIAN HENLEY

Printed Name of Authorized Signature

7/22/21

Date

Authorized Signature

7/22/21

Date



## Section 1 – General Information

**Background:** The City of Benton is a municipal government organization. The City has multiple departments that are stationed at different locations within the city. The departments are as follows: Mayor/Elected Officials, City Clerk, City Attorney, Information Technology, Communications, Police, Fire, Economic Development, Community Development, Street, Animal Control, Administrative Services, and Parks.

### **Caution to Bidders:**

1. Vendors **must** submit two (2) signed, original RFP responses on or before the date specified on page one.
2. The City of Benton has the right to award this proposal to any Proposer regardless of proposal price. Proposals may not be withdrawn within 60 days after the proposals are opened. Proposal processes shall be in accordance with state law.
3. The City of Benton reserves the right to award a contract or reject any or all proposals and to waive any and all informalities associated with the proposal, if it is in the best interest of the City to do so. Bids may be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor to submit bid on or before the deadline established by this RFP.
  - b. Failure to sign the Official RFP Document.
  - c. Failure to complete the Official RFP Price Sheet.
  - d. Any wording by the vendor in their response to this RFP which conflicts with or takes exception to a requirement in the RFP.
  - e. Failure of any proposed goods or service to meet or exceed the specifications.



**Equal Employment Opportunity Policy:** The City of Benton does not discriminate because of race, sex (including pregnancy), religion, color, handicap, national origin, age, genetic information or political affiliation and complies with the requirements of the Americans with Disability Act.

**Delivery of Response Documents:** It is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the RFP solicitation documents. RFP documents received after the date and time designated for bid opening are considered late bids and shall not be considered.

**Evaluation and Award:** After complete evaluation of the proposals, the anticipated award will be posted to the City of Benton Purchasing website.

#### **General Terms and Conditions for Proposals**

1. **Restrictive or Ambiguous Specifications:** It is the responsibility of the prospective Proposer to review the entire RFP packet and to notify the Purchasing Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications of proposal procedures must be received in the Purchasing Department not less than seventy-two (72) hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous.
2. **Taxes:** **Make sure to include all sales, use, and all other applicable taxes in your proposal.**
3. **Liabilities:** The Proposer shall hold the City of Benton, its officers, elected officials, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted or un-copyrighted composition, secret, process, patented or unpatented invention, articles or appliances furnished or used under this proposal, and agrees to defend, at his own expense, any and all actions brought against the City of Benton because of the unauthorized use of such articles.
4. **Terms and Conditions:** In the event of a conflict between the proposal specifications and these terms and conditions the specifications will govern.
5. **Warranties:** All warranty information must be furnished.



- 6. Alternate Proposals:** Alternate proposals are not acceptable and will be rejected unless authorized by the invitation to proposal. Alternate proposals are defined as proposals that do not comply with the proposal terms, conditions, and specifications. Proposers may submit more than one proposal providing that all such proposals comply with proposal terms, conditions, and specifications.
- 7. Public Access to Procurement Information:** All public records pertaining to purchasing shall be open for inspection during normal business hours. Information relating to the award of a particular contract shall be public only after evaluation of that proposal or proposal has been completed.

**Definitions:**

**"Applicant"** - Proposer

**"City" or "City of Benton"** – The City of Benton, Arkansas

**"Respondent"** - the individual, firm, partnership, joint venture or corporation which submits a proposal to the City of Benton in response to this RFP

**"RFP"** - Request for Proposals



## Section 2 – Specific Requirements

The City of Benton Street Department is now accepting bids for East Sevier Street Drainage project.

The East Sevier Street drainage project shall include the following features and/or the contractor will be responsible for:

### Signage

- Signage for traffic control, road closures and detours
- Notify city communication for all road closures

### Erosion

- Storm Water Pollution prevention (SWPP)

### Culverts

- Replacing approximately 54ft of 3x3 box culvert under roadway
- All SB2 in roadway under, and around all pipe.

### Asphalt

- Contractor will be responsible for all asphalt replacement on roadway.

### Communication

- Contractor will stay in communication with Storm water Inspector, and Street inspector.

### One Call

- The contractor will work off of their own called in one call's (811)

All pricing shall include taxes.

Contractor shall meet Street Department management on site to discuss the job at hand.

Tentative start date is September 1, 2021. Contractor shall have all work completed with 45 days of start date.



### Preliminary Construction Specs

Item #	Description	Unit	Estimated Quantity
1.	Site Preparation	LS	1
2.	Removal & disposal of box culvert	EACH	1
3.	Aggregate base course (class 7)	TON	15
4.	ACHM surface	TON	3
5.	Tack Coat	GAL	3
6.	Maintenance of traffic	LS	1
7.	Solid sodding	SY	8
8.	Concrete walks	SY	6
9.	Precast or cast in place (3x3) box culvert	LF	54
10.	Concrete headwall w/wingwall	EACH	2
11.	Curb inlet combination box	EACH	1
12.	Arkansas Code Ann. 22-9-212, trench & excavation safety system	LS	1
13.	Miscellaneous (mobilization, demobilization bonds, insurance, as-built record drawings, seeding of construction area, and any items not covered elsewhere to complete the project per the drawings and specifications)	LS	1

Any questions regarding this RFP may be directed to:

City of Benton  
Street Department Director  
John Richey  
114 S East Street  
Benton, AR 72015  
501-317-8083  
jrichey@bentonar.org

City of Benton  
Street Department Manager  
Virgil Vandegrift  
114 S East Street  
Benton, AR 72015  
501-317-5859  
vvandegrift@bentonar.org

**ORDINANCE NO. 53 OF 2021**

**AN ORDINANCE CONVERTING THE POSITION OF  
BICEP SERGEANT TO THE POSITION OF BICEP  
OFFICER FOR THE CITY OF BENTON; DECLARING AN  
EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, the Police Department for the City of Benton, Arkansas, currently has a BICEP (Benton Interstate Criminal Enforcement Program) Sergeant position that is unfilled;

**WHEREAS**, due to COVID-19 and the construction on Interstate 30, the position is not currently being used and there are no officers requiring supervision in the BICEP unit; and

**WHEREAS**, because there is no current need for the position of BICEP Sergeant, the City Council of the City of Benton has determined that it is in the best interest of the city to convert this Sergeant position to an Officer position to provide for additional patrol.

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

**SECTION 1:** It is hereby converted the position of BICEP Sergeant to the position of BICEP Officer.

**SECTION 2:** To provide for the additional patrol, there is an immediate need to convert this position for the City of Benton, Arkansas. Therefore, an emergency exists, and this ordinance is necessary for the preservation of the public peace, health, and safety. This ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED AND APPROVED this \_\_\_\_ day of August, 2021

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

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

**RESOLUTION NO. 82 OF 2021**

**A RESOLUTION APPROVING THE PAYMENT OF A ONE-TIME COST OF LIVING STIPEND FOR ALL FULL-TIME EMPLOYEES AT A RATE OF 2.4% WHILE UTILIZING THE FUTURE SALARIES RESERVE ACCOUNT; AND FOR OTHER PURPOSES**

**WHEREAS**, the City Council of the City of Benton, Arkansas, has approved a one-time cost of living stipend of 2.4% for all full-time employees including uniformed and non-uniformed employees. This one-time stipend is estimated to cost \$240,000 and will be paid by the end of August 2021 out of the Future Salaries Reserve bank account.

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

**SECTION 1:** The City Council of the City of Benton, Arkansas approved a one-time cost of living stipend of 2.4% for all full-time employees including uniformed and non-uniformed employees to be paid out by the end of August 2021 utilizing the Future Salaries Reserve bank account.

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

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

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