

BENTON CITY COUNCIL AGENDA
May 23, 2022

IMMEDIATLEY FOLLOWING AGENDA MEETING

- I. CALL TO ORDER** Mayor Tom Farmer
- II. INVOCATION** Pastor Kim Hammer
- III. PLEDGE OF ALLEGIANCE** Council Member Knight
- IV. ROLL CALL** City Clerk
- V. APPROVAL OF MINUTES** April 25, 2022 Regular Meeting
- VI. CIVIL STATEMENT** Mayor Tom Farmer
- VII. RESOLUTION NO. 67 OF 2022** Mayor Tom Farmer
A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID FOR THE TYNDALL PARK SKATE PARK OVERLAY FROM JCON INC.; AND FOR OTHER PURPOSES
- VIII. COMMITTEE REPORTS & MOTIONS**
 - a. PUBLIC UTILITIES COMMISSION** Council Member Lee

ORDINANCE NO. 14 OF 2022 **3rd READING**
AN ORDINANCE FIXING RATES FOR WATER AND WASTEWATER UTILITY SERVICES; PRESCRIBING OTHER MATTERS RELATING THEREO; REPEALING ALL PRIOR WATER AND WASTEWATER ORDINANCES; AND FOR OTHER PURPOSES

- b. FINANCE COMMITTEE** Council Member Morrow

ORDINANCE NO. 16 OF 2022
AN ORDINANCE WAIVING COMPETITIVE BIDDING; APPROVING THE PURCHASE OF GRAYKEY, A FORENSIC ACCESS TOOL; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES

RESOLUTION NO. 68 OF 2022
A RESOLUTION AMENDING THE 2022 BUDGET TO INCREASE THE EXPENDITURE IN POLICE FEDERAL DRUG CONTROL FUND FOR THE PURCHASE OF GRAYKEY, A FORENSIC ACCESS TOOL; AND FOR OTHER PURPOSES

RESOLUTION NO. 69 OF 2022
A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS; AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION; AND FOR OTHER PURPOSES

- c. **PARKS COMMITTEE** **Council Member Hart**
RESOLUTION NO. 70 OF 2022
A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS;
AND AUTHORIZING THE DONATION OF THE SURPLUS
PROPERTY TO THE BOYS AND GIRLS CLUB OF SALINE COUNTY,
AND FOR OTHER PURPOSES

- d. **COMMUNITY SERVICE/**
ANIMAL CONTROL **Council Member Reed**
ORDINANCE NO. 17 OF 2022
AN ORDINANCE AMENDING, REVISING AND RESTATING THE
BENTON SUBDIVISION REGULATIONS; AND FOR OTHER
PURPOSES

- e. **STREET & DRAINAGE COMMITTEE** **Council Member Hamm**
RESOLUTION NO. 71 OF 2022
A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN
REAL PROPERTY FROM BRADLEY NEWCOMB; AND FOR OTHER
PURPOSES.

- f. **PERSONNEL/HEALTH &**
SAFETY COMMITTEE **Council Member Donnor**
ORDINANCE NO. 18 OF 2022
AN ORDINANCE ADOPTING REVISED RULES AND REGULATIONS
FOR THE CITY OF BENTON FIRE DEPARTMENT; AND, FOR
OTHER PURPOSES

- g. **P&Z COMMISSION** **Council Member Freeman**

- h. **A&P COMMISSION** **Council Member Brown**
RESOLUTION NO. 72 OF 2022
A RESOLUTION ACKNOWLEDGING THE BENTON ADVERTISING AND
PROMOTION COMMISSION'S PURCHASE OF CERTAIN REAL
PROPERTY

- IX. **Old Business**
- X. **Public Comments**
- XI. **Adjourn**

MINUTES OF THE BENTON CITY COUNCIL
Regular Session
April 25, 2022
Benton Municipal Complex

The Benton City Council was called to order at 5:51 p.m.

The invocation was given by Pastor Johnathon Pope.

Council Member Hart led the pledge of allegiance.

Roll was called.

The following persons were in attendance:

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

**Council Member Steve Brown
Council Member Robin Freeman
Council Member Jeff Morrow
Council Member Shane Knight
Council Member Jeff Hamm
Cindy Stracener, City Clerk**

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

Council Member Hart made a motion to approve the March 28, 2022, city council meeting minutes. Seconded by Council Member Knight. The Mayor called for a voice vote. All council members present voted in the affirmative. The minutes were approved with 10 affirmative votes.

Council Member Knight made a motion to approve the April 12, 2022, public hearing minutes. Seconded by Council Member Reed. The Mayor called for a voice vote. All council members voted in the affirmative. The minutes were approved with 10 affirmative votes.

The Mayor read the statement that Resolution 1 of 2022 states should be read before council and committee meetings. As representatives of the citizens of Benton, we need to always be aware of our responsibility and our mannerism as we fulfill our obligations to the citizens. During this meeting each of us are to conduct ourselves in a professional manner that allows every person to be treated with respect and dignity. As representatives, we will never berate, harass, intimidate, or admonish any individual that comes before us.

The next item on the agenda was an award presentation to the street department by Jay Whisker, McClelland Engineers. The project was the Princeton/Montclair. Mr. Whisker stated that we turned the project into the American Council of Engineering Co. and every year they have an awards banquet, and we were fortunate to win the award for environmental quality for large projects. They also vote on the people's choice for the awards given and we won that also.

The next item on the agenda was committee reports and motions. Council Member Morrow was recognized for a report from the Finance Committee. Council Member Morrow made a

motion to read and adopt Resolution 54 of 2022 – A Resolution Declaring Certain Property as Surplus; and Authorizing the Sale of the Surplus Property at Auction. Seconded by Council Member Lee. The resolution was read. The property is from the police department and is four Dodge Chargers. 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 54 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 55 of 2022 - A Resolution Declaring Certain Property as Surplus; and Authorizing the Sale of the Surplus Property to Accredited Safety, and For Other Purposes. Seconded by Council Member Lee. The resolution was read. The property is from the police department and are tasers. 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 55 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read by title only and adopt Resolution 56 of 2022 – A Resolution Authorizing the City to Enter into a Contract with EVOGOV for a Website Refresh; and For Other Purposes. Seconded by Council Member Reed. 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 56 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read by title only and adopt Resolution 57 of 2022 – A Resolution Authorizing the City to Enter into a Contract with the Benton School District for the Placement of Seven School Resource Officers Within the District; and For Other Purposes. Seconded by Council Member Lee. 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 57 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 58 of 2022 – A Resolution Amending the 2022 Budget to Increase the Revenue in the Police Federal Treasury Fund for the Acceptance of Funds from an Insurance Settlement; and For Other Purposes. Seconded by Council Member Lee. The resolution was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 58 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 59 of 2022 – A Resolution Amending the 2022 Budget to Increase the Revenues and Expenditures in General Fund for the Acceptance of Grant Funds to Purchase Narcan; and For Other Purposes. Seconded by Council Member Freeman. The resolution was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 59 of 2022 was adopted with 10 affirmative votes.

Council Member Morrow made a motion to read and adopt Resolution 60 of 2022 – A Resolution Amending the 2022 Budget to Increase the Appropriation Amount in Streets and Drainage Fund for the Acceptance of Funds From An Auction of Surplus Assets and for the Purchase of New Assets; and For Other Purposes. Seconded by Council Member Knight. The resolution was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 60 of 2022 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 by title only Resolution 45 of 2022 – A Resolution Authorizing the Mayor and City Clerk to Execute an Agreement with the Wolves for Use of C.W. Lewis in Exchange for Providing Services to the City; and For Other Purposes. Seconded by Council Member Knight. 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 45 of 2022 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 Resolution 61 of 2022 – A Resolution To Condemn the Structure Located at 708 Reed Street and For Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and For Other Purposes. Seconded by Council Member Hamm. The ordinance was read. The Mayor asked if anyone was present to represent the property. Rosie Griffin stated that she owns the property and it has been vacant for some years. It has gotten worse with people breaking in but I do plan on remodeling the home and getting it fixed up. I plan on starting this summer. Council Member Hart asked if there was a reason that she let it get to this condition before she decided. Ms. Griffin stated that she gave it to her son and he moved out of it and I haven't been able to get anybody to help me do anything. The deacons from my church boarded it up. Council Member Morrow asked if this property was able to be renovated and has it been evaluated? Ms. Griffin stated not by a professional. Council Member Lee asked how long has it been since the notice has been put on the property? Bruce Thomas, Code Enforcement Supervisor stated last summer. Mr. Thomas stated he had spoken to two sons about the property. Ms. Griffin stated she was trying to get some money together to get it done. Council Member Freeman asked if Ms. Griffin was making a request

to delay? Ms. Griffin stated yes. She stated she is trying to find someone to help her with it. Council Member Donnor asked Mr. Thomas if the structure is sound? Mr. Thomas stated it is not going to fall in anytime soon, there is a hole in the roof, the ceilings are falling in, we are talking about a whole lot of work. Ms. Griffin asked for a 60-day extension. Council Member Morrow made a motion to amend Resolution 61 of 2022 to state that Ms. Griffin has to start renovations on the property within 60 days or it will be razed. Seconded by Council Member Lee. Roll was called on the motion to amend 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 no, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Motion to amend was approved with 9 affirmative votes and 1 negative. Council Member Reed made a motion to adopt Resolution 61 of 2022 as amended. Seconded by Council Member Lee. 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 no, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 61 of 2022 as amended was adopted with 9 affirmative votes and 1 negative.

Council Member Reed made a motion to read and adopt Resolution 62 of 2022 – A Resolution To Condemn the Structure Located at 2007 Wright Avenue and For Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and For Other Purposes. Seconded by Council Member Lee. The resolution was read. The Mayor asked if anyone was present to speak concerning this property. Clint Johnson stated that he has not had the property a year yet. I am not only working my regular job but going over every evening and working on this property until I pass out. Please just table this, right now I have half the decking off of the secondary roof. It is not that the home is that bad, the people died that lived there. I bought the two properties thinking that I would move my daughters in. My son had just died but buying this was a bad idea. I can't do this overnight; I am trying. I just need time. Please table this issue for maybe 60 days. Mr. Thomas stated that Brad Jordan and I meet with Mr. Johnson before it even came to committee and that is where the 60 days in the resolution instead of the 30 days came from. We agreed on the 60 days but that was 30 days ago. We agreed that 90 days would be an appropriate amount of time. Mr. Johnson has made good progress on it. The deck or secondary roof is off. I think 60 days is appropriate especially since there is no demo, once the secondary roof comes off assuming the structure doesn't fall apart, it is a mobile home, then he can have it removed instead of demolition. Council Member Knight asked with this being a mobile home, once the lot is vacated and the mobile home is gone is this still zoned for mobile homes? Can another one go back in? Mr. Jordan stated no. Mr. Johnson stated that once the secondary roof is off, it will look a lot better, my issue then will be the cash to get it moved. Council Member Knight stated so the issue is funds. Mr. Johnson stated he has used all his money to just get it cleaned up. I don't want a lien filed if I don't get it moved, I might get it done. Council Member Knight stated so you can't guarantee that it will be done. Mr. Johnson stated no I can't guarantee. The Mayor asked if 120 days would help him? Mr. Johnson stated that he should be able to do it within 120 days. Council Member Morrow made a motion to amend Resolution 62 of 2022 from 60 days to 120 days. Seconded by Council Member Donnor. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes and Council Member Hamm yes. Motion to amend was approved with 10 affirmative

votes. Council Member Lee made a motion to adopt Resolution 62 of 2022 as amended. Seconded by Council Donnor. 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 62 of 2022 as amended was approved with 10 affirmative votes.

Council Member Knight stated that previously we denied an extension for a property owner but now we have just granted two extensions tonight. My issue is that there is no continuity, some extensions we are granting and some not. Do we need to relook at this ordinance and come to a better agreement on how flexibility and extensions will be granted? Or are we just going to be a case-by-case basis. The Mayor stated that maybe we need to amend the ordinance to represent what the intent of the council is. Council Member Knight stated that he would like to see this come back before the Community Services Committee to readdress this situation. Mr. Drennon stated to your point about case by case, every one of these is a public hearing on each particular property so the intent is for each particular property to be individually evaluated for those circumstances and whether or not they should be condemned. So, each one is a case-by-case situation. Council Member Knight stated that he was working on the assumption that the negotiations are done on the front end and once they get to us, the leniency and extensions have exhausted themselves to the point that it now has to come before us for final determination. Mr. Drennon stated that I know that in some cases the first time someone has responded to us is when they come here. Council Member Knight stated that I would like to know that once it has come to us then it has met its end cycle for extensions and negotiations. Council Member Donnor stated so what you are saying is to give code enforcement the ability to give people extensions and play it out as far as it will go until it stops and won't go anywhere then bring it to the council. Council Member Knight stated yes, when it gets to us, we understand that Community Development has exhausted all options. The Mayor asked Mr. Thomas if he already tries to do this by going out and talking to these people before you ever bring it to this point, is not that the way you are doing it? Mr. Thomas stated that we try to reach out to the homeowners in all situations because we would love for the homeowners to resolve the issues without our involvement. The Mayor asked so when you bring it here, it is kind of your last option because you get no response? Mr. Thomas stated that when the letter of condemnation goes out, we normally then get a response.

Council Member Reed made a motion to read and adopt Resolution 63 of 2022 – A Resolution To Condemn the Structure Located at 2011 Watts Road and For Code Enforcement to Raze Said Property in Accordance with Arkansas State Law and City Ordinance; and For Other Purposes. Seconded by Council Member Donnor. The resolution was read. The Mayor asked if anyone was present to speak concerning this property. No one came forward. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Resolution 63 of 2022 was adopted with 10 affirmative votes.

Council Member Reed made a motion to read and adopt Resolution 64 of 2022 – A Resolution Exempting Saturday, July 2nd Sunday, July 3rd and Monday, July 4th from Ordinance 29 of 2007; Providing for Fireworks Displays by Public Pursuant to Ordinance 32 of 2013 on the Same Date; and For Other Purposes. Seconded by Council Member Knight. The resolution

was read. The Mayor asked for any comments, none. The Mayor stated that the city will have their display on July 4th and thanked the Chamber of Commerce for their \$10,000 donation. 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 2022 was adopted with 10 affirmative votes.

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

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 15 of 2022 – An Ordinance Establishing the City of Benton Information Security Policy. Seconded by Council Member Reed. The ordinance was read. The Mayor asked for any comments, none. Roll was called which resulted in Council Member Baptist yes, Council Member Brown yes, Council Member Freeman yes, Council Member Reed yes, Council Member Donnor yes, Council Member Morrow yes, Council Member Hart yes, Council Member Knight yes, Council Member Lee yes, and Council Member Hamm yes. Ordinance 15 of 2022 was adopted with 10 affirmative votes.

Council Member Donnor made a motion to read by title only and adopt Resolution 65 of 2022 – A Resolution Authorizing the Mayor and The Chief of Police to Apply for Funding Through the Arkansas Full-Time Law Enforcement Officer Salary Stipend Act of 2022; and For Other Purposes. Seconded by Council Member Knight. 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 65 of 2022 was adopted with 10 affirmative votes.

Council Member Donnor made a motion to read by title only and adopt Resolution 66 of 2022 – A Resolution Authorizing the Police Department to Order Eleven Police Vehicles in the Estimated Amount of \$620,000; and For Other Purposes. Seconded by Council Member Morrow. The resolution was read by title only. The Mayor stated that this was for the 2023 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 66 of 2022 was adopted with 10 affirmative votes.

Council Member Lee was recognized for a report from the Public Utility Commission. Council Member Lee made a motion for the second reading of Ordinance 14 of 2022 – An Ordinance Fixing Rates for Water and Wastewater Utility Services; Prescribing Other Matters Relating Thereto; Repealing All Prior Water and Wastewater Ordinances; and For Other Purposes by title only. Seconded by Council Member Morrow. The ordinance was read by title only. The Mayor stated that there was a public hearing on April 12th. The Mayor asked if there were any comments, none.

Council Member Freeman stated that the Planning and Zoning Commission minutes were in the packet. See attached.

Council Member Brown stated that the A&P report was in the packet. See attached.

The Mayor asked for any comments from the public. None.

The Mayor stated the committee meetings will take place the week of the 9th. Third Thursday will be on the 12th. The 19th, 20th and 21st will be Championship Weekend in the city. On May 7th we will celebrate the city receiving an ISO Class Rating of 1. The next council meeting will be May 23rd.

The Mayor recognized Council Member Morrow for his retirement from the Army with 31 years of service. The Mayor thanked him for his service.

The meeting adjourned at 6:54 pm.

Cindy Stracener, City Clerk

Tom Farmer, Mayor

Planning Commission Report to the City Council

March 2022

The Planning Commission held its regularly scheduled meeting on March 1st, at 6 pm in Council Chambers.

Board of Adjustments

- There were no items for the board of adjustments.

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

- Approved the site plan for 13000 I-30. A new construction for a Benton Elementary School.
- Approved a preliminary plat for Jackman Trail. This is located outside Benton city limits but is in the city's extra territorial jurisdiction.
- Approved preliminary plat for Spencer's Crossing. This is located outside Benton city limits but is in the city's extra territorial jurisdiction.
- Discussed changes to the subdivision ordinance.

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

Submitted by Robin R. Freeman 3/28/2022.

BENTON ADVERTISING & PROMOTION COMMISSION

Minutes

March 9, 2022

I. CALL TO ORDER

Chairman Bill Eldridge called the regularly scheduled meeting of the Benton Advertising & Promotion Commission to order on March 9, 2022 at 3:30 pm at the Benton Municipal Complex in Council Chambers.

II. ROLL CALL

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

III. MINUTES

Luke Moody made a motion to approve the minutes of the February 9, 2022 meeting. Steve Brown 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 February 28, 2022:

Bank OZK – Focus Group Project	\$41,385.30
Bank OZK – A&P	\$31,925.06
Bank OZK – Event Center	\$322,314.78
Bank OZK – Savings	<u>\$347,628.14</u>
Total Checking/Savings	\$743,253.28

A&P profit and loss statement: for the month of February 2022 total income of \$12,541.93 and total expenses of \$7,733.33 resulting in net income of \$4,808.60. For the year to date as of February 2022 total income of \$27,834.87, total operating expenses of \$15,677.76 and capital expenditures of \$75,000.00 resulting in a net loss of (\$62,842.89).

Event Center profit and loss statement: for the month of February 2022 total income of \$63,020.62, total operating expenses of \$31,249.89 and capital expenditures of \$4,000.00 resulting in a net loss of (\$27,770.73). For the year to date as of February 2022 total income of \$109,225.73, total operating expenses of \$75,141.61 and capital expenditures of \$112,602.37 resulting in a net loss of (\$78,518.25).

Focus Group profit and loss statement: for the month of February 2022 total income of \$12,539.94 and total expenses of \$0 resulting in net income of \$12,539.94. For the year to date as of February 2022 total income of \$27,830.53 and total expenses of \$0 resulting in net income of \$27,830.53.

VII. OLD BUSINESS

- A. Digital Sign Replacement – Nikki Chumley updated that the shipping date for the new sign is still March 24.

- B. RFQ for Land for Future Project Development Update – Mandy Spicer reported that three responses were received in response to the published RFQ for land for future project development. Bill Eldridge recognized Bill White who submitted one of the responses. He distributed a book of information about his River Road Site and gave a brief history of the property. Bill Eldridge suggested that a committee be formed to review the responses to determine next steps. The committee will be comprised of Mayor Tom Farmer, Bill Eldridge, Steve Brown, Luke Moody and a representative from Benton Parks.

- C. Policy for Funding – Bill Eldridge reported that the committee (himself, Steve Brown and Luke Moody) met and made some revisions to the policies. The changes were submitted to City Attorney Baxter Drennon. The committee will review the policies and present the final document at the next meeting.

IIX. NEW BUSINESS

None.

IX. OTHER BUSINESS

None.

X. ADJOURNMENT

Luke Moody made a motion to adjourn the meeting. Steve Lee seconded. Motion carried. The meeting was adjourned at 3:54 pm.

Bill Eldridge, Chairman

Amy McCormick, Recording Secretary

RESOLUTION NO. 67 OF 2022

**A RESOLUTION ACCEPTING THE LOWEST ACCEPTABLE BID FOR
THE TYNDALL PARK SKATE PARK OVERLAY FROM JCON INC.;
AND FOR OTHER PURPOSES**

WHEREAS, the City of Benton, Arkansas, after having advertised for bids for the Tyndall Park Skate Park Overlay, the City Council 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, that:

SECTION 1: The bid of JCON INC. in the amount of \$88,780.00 is the lowest acceptable bid and said bid should be accepted and awarded to JCON INC. for the Tyndall Park Skate Park Overlay.

SECTION 2: The Mayor is authorized to execute, on behalf of the City of Benton, a contract for the Tyndall Park Skate Park Overlay 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 which become due and payable over the course of the contract term.

PASSED AND APPROVED this the ____ day of May, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



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

Request for Proposals

Bid Number: RFP 2022-08	Buyer: Mandy Spicer, Chief Financial Officer
Commodity: Tyndall Park Skate Park Overlay	Bid Opening Date: Thursday, May 12, 2022
Department: Parks Department	Bid Opening Time: 11:00 a.m.
Date Issued: Thursday, April 28, 2022	

All proposals will be accepted until **Thursday, May 12, 2022**. All proposals must be placed in a sealed package clearly marked on the outside **"City of Benton Parks Department – Tyndall Park Skate Park Overlay RFP."** The envelope should be properly addressed to the City of Benton with the Proposer's name and address indicated outside on the sealed package. An unsigned proposal will be considered non-responsive.

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

JCON INC.
 Printed Name of Company

PO Box 330 Bryant AR 72089
 Company Address

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

bhenley@jconincorporated.com
 E-Mail Address

Brian Henley Printed Name of Authorized Signifature 5/11/22 Date

[Signature] Authorized Signifature 5/11/22 Date



Section 1 – General Information

Introduction: This Request for Proposal is issued by the City of Benton to secure a vendor for the City of Benton Parks Department.

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, Marketing, Police, Fire, Community Development, Streets & Drainage, Animal Control, Administrative Services, and Parks & Recreation.

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.

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.



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 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. **Drug Free Workplace Program for Construction:** Law prohibits state or local governments from contracting for construction services with any private entity having five or more employees who has not furnished a written affidavit by its principal officer at the time of the proposal or contract stating that the contractor is in compliance with the provisions of this act.
8. **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.

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



Section 2 – Specific Requirements

References: Vendor must furnish as references a minimum of three (3) current customers located in the State of Arkansas who have received services of the same or similar in scope within the last five (5) years.

Business Name:	<i>See attached.</i>
Business Address:	
Contact Person and Phone:	
Email Address:	

Insurance: Prior to award, the successful vendor shall furnish an approved Certificate of Insurance from a company or agent licensed in the State of Arkansas, and must keep insurance in force throughout the contract period and any extensions. The insurance may not be modified without the City of Benton's approval.

The following is a list of liability limits for Worker's Compensation and Employee Fidelity Coverage and standard limits as outlined by vendor's insurance carrier.

1. Worker's Compensation and Employee Liability Policy

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 each accident
2. Comprehensive General Liability Policy

Premises and Operation	
Contractual Insurance	
Personal Injury	
Each item listed in section 2 must have:	
Bodily Injury	\$500,000 each person
	\$500,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$2,000,000 aggregate

The Vendor shall assume all liability for any accidental or criminal occurrence.



Section 3 – Scope of Services

A successful bid shall include the following features an/or the contractor will be responsible for:

- Remove and store all existing ramps. Storage area for ramps will be provided by the Parks Department. All existing ramps are to be taken apart, labeled, and stored in specified location.
- Repair existing 10,800 sq ft of existing slab.
- Install 5 mil vapor barrier on existing concrete slab.
- Form and place concrete to create a new slab 4" thick on existing slab
- Install #4 rebar on 18' centers. Rebar to be installed on chairs to ensure the reinforcing is 2" above the existing concrete slab.
- Concrete to be 3000 psi with Air Entrainment
- Concrete grades will mostly follow the existing slab grades. A pre-construction meeting will be mandatory with City of Benton Admin to determine final grade.
- Concrete surface to be finished to a light broom
- Cut control joints will be required to create a maximum of 17'x17' spacing
- Coordination with City of Benton and ARC will be required during rebar placement to accommodate spacing to avoid interference with concrete anchors to be placed at a later date.

Caution to Bidders: The newly created slab will be the site of a new skate park with multiple features/appliances installed after the appropriate cure time. It is imperative that the overall finish of the new concrete is smooth and has no abrupt elevation changes.

All pricing shall include taxes.

Contractor shall meet Parks Department management on site to discuss the job at hand. No bid will be accepted without a pre-bid meeting.

Start and ending of this slab including cure time shall be completed by July 11th, 2022.

Any questions regarding this RFP may be directed to:

Daniel Baxley, Parks & Recreation Department Assistant Director
501-794-7602 to schedule a meeting.



Official RFP Price Sheet

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

	Price per Services
Skate Park Overlay (Tyndall Park)	\$ 88,780. ⁰⁰

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

PO BOX 330 Bryant AR 72089
Company Address

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

bhenley@jconincorporated.com
E-Mail Address

Brian Henley Printed Name of Authorized Signature 5/11/22 Date

[Signature] Authorized Signature 5/11/22 Date



☎ 501-794-1963
☎ 501-454-7653
☎ 501-794-9097
✉ bhenley@jconincorporated.com
P.O. Box 330, Bryant, AR 72089

Attn: City of Benton
Re: Statement of Bidders Qualifications
Date: May 11, 2022
Please find listed below the qualifications for JCon Inc.

Principals: Jerry L. Johnson
Paula M. Johnson
Brian Henley
1167 Fern Creek
Benton, AR 72019

Business Address: P.O. Box 330
Bryant, AR 72089
Phone: 501-794-1963
Fax: 501-794-9097

Contractor License # - 0051000421
General Contractor since 1995
T.I.N # - 710768093

Project References

1. 2017- Fredrick Street Sidewalks (City of Magnolia)
Contract value: \$273,670.00
Description of work: 180sy 6" concrete, 2065sy 4" concrete, 4740lf curb and gutter
Robin Rice, A.L. Franks Engineering 118 East Broad Street Texarkana, AR 71854
870-216-1906
2. 2013-2014 Benton Streetscapes South Street Ph. I & II (City of Benton)
Contract value: \$357,960 (Phase I) & \$214,412 (Phase II)
Description of work: 500lf Sidewalk, Curb & Gutter, Drainage, Street lights, handicap ramp
City of Benton 200 N. Main Street Benton, AR 72015
501-303-5670
3. City of NLR – Bishop Lindsey Streetscapes
Contract Value: \$400k (approximately)
Half & Marlar – Brian Vines 5318 JFK Blvd. North Little Rock, AR 72116
4. City of NLR – 7th Street Improvements
Contract Value: \$350K (approximately)
Half & Marlar – Brian Vines 5318 JFK Blvd. North Little Rock, AR 72116
5. Central Arkansas Water – Annual Concrete Work Contract
Contract Value: Approximately 250k
Description of work: Concrete repairs as needed by Central Arkansas Water
Matt Phillips, Distribution Coordinator 5300 South Shackleford Little Rock, AR 72204
501-210-4920

ORDINANCE NO. 14 OF 2022

AN ORDINANCE FIXING RATES FOR WATER AND WASTEWATER UTILITY SERVICES; PRESCRIBING OTHER MATTERS RELATING THEREO; REPEALING ALL PRIOR WATER AND WASTEWATER ORDINANCES; AND FOR OTHER PURPOSES

WHEREAS, through Ordinance No. 46 of 2004, the City of Benton, Arkansas, established a Public Utility Commission ("PUC") to oversee the utilities that are owned and operated by the City;

WHEREAS, pursuant to Ordinance No. 46 of 2004, the City Council of the City establishes utility rates;

WHEREAS, the PUC has determined that rates for water and wastewater services should be modified in order to ensure that Benton Utilities can continue to provide adequate services to its customers, and it has requested that the City Council modify these rates;

WHEREAS, the City Council has determined it is necessary to establish the rates for water and wastewater services as set forth herein; and

WHEREAS, in accordance with Arkansas Code, the City has held a public meeting on April 12, 2022, to address the rates as set forth herein.

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

SECTION 1. Effective Date.

Effective July 1, 2022, rates for water and wastewater services provided by the Benton Utilities shall be in accordance with those set out in Exhibit 1 attached hereto.

SECTION 2. Purpose.

As set out in Exhibit 1, the City hereby establishes the rates to be charged for water and wastewater services furnished by Benton Utilities, which the City Council finds and declares to be fair, reasonable, and necessary, to be charged to all users who use water and wastewater services. The proceeds of such charges so derived will be used for the purpose of repayment of debt, operating, maintaining, and where appropriate expanding the water and wastewater systems, including replacement. Replacement is defined as expenditures for obtaining and installing equipment, accessories, or appurtenances during the useful life of equipment, accessories, or appurtenances necessary to maintain the capacity and performance for which they were designed and constructed.

SECTION 3. General Regulations.

A. Over 65.

Customers age 65 and over must present valid identification in order to receive the reduced rate and Customers on Social Security Disability must present a copy of their Social Security Disability Award or check in order to receive the reduced rate. Customers who are presently receiving a reduced rate for either

of these reasons do not have to resubmit proof to the City in order to receive the discounted rate.

B. Rules and Regulations.

The Customer Services Rules, Regulations, and Fees for the City of Benton, Arkansas Utilities attached here as Exhibit 2 is adopted and applicable.

- i. The City Clerk shall cause a copy of this ordinance, the rate schedule adopted herein, and the Customer Services Rules, Regulations, and Fees for the City of Benton, Arkansas Utilities attached here as Exhibit 2 to be published in a newspaper of general circulation in Saline County, Arkansas.

C. Monthly Billing.

Users of water and wastewater services will be billed on a monthly basis with payment due 21 days after the date of billing. Users on metered water service will be billed on the same notice for water wastewater charges, which will be designated separately. Users not on metered water service will be billed monthly on an individual notice for service based upon the water consumption established by the City.

D. Delinquent Accounts.

Users with delinquent accounts of 10 days will be notified in writing by Benton Utilities where, during which hours of the day, and before whom disputed bills appropriately may be considered. If the user waives the opportunity to be heard and the bill is not paid within 30 days after the date of billing, the water and/or wastewater service will be disconnected until such bill is paid.

E. Accounting.

A financial management system shall be established and maintained by Benton Utilities to document compliance with federal regulations pertaining to the City's public utility revenue bonds. Such system will account for all of Benton Utilities' revenues and expenditures.

SECTION 4. Wastewater Charge Specifications.

A. Wastewater Charge Calculations.

- i. **City Water.** As set out in Exhibit 1, all users of the System shall be charged monthly for the first 2,000 gallons or portion thereof of average monthly water consumption and per 1,000 gallons or portion thereof of average monthly water consumption thereafter. Determination of water consumption by residential customers shall be based upon the average monthly water consumption of the customer for the preceding months of October, November, December, January, February, and March. A re-computation of the average monthly water consumption of all residential customers, in the manner specified above, shall be made in May in each year for the forthcoming yearly rate to be charged. In the case of residential customers who do not have an established usage for the six months stated above, a monthly charge of \$30.00 shall be made until a six-month-winter-time frame is established. All

commercial and industrial customers will be billed on actual water consumption or as determined pursuant to this Ordinance unless a leveled bill is requested and approved by the utilities manager based on a 12-month average.

- ii. **Non-City Water.** In the case of customers obtaining water exclusively from the waterworks system serving the City, the computation records of the waterworks system shall apply. In the case of customers obtaining water on a metered basis from sources other than the waterworks system serving the City, there shall be determined the amount of water obtained by such customers from other sources and the amount so determined shall be used (together with the amount reflected by the waterworks system records if such customer also obtains water from the waterworks system of the City) in making said computation.
- iii. **Non-Metered Water.** In the case of customers obtaining water not on a metered basis, the City shall establish water consumption based on a comparison of the non-metered user with a metered user of similar class. Example: a non-metered family of four will be compared to a typical family of four with a water meter to establish water consumption.

B. Customer Classification.

All sewer users shall be classified by the City as residential, commercial, or industrial.

- i. A "residential user" is defined as a user whose wastewater is from residential occupancy.
- ii. A "commercial user" is defined as a user whose liquid wastewater result from commercial operations, trade, or business.
- iii. An "industrial user" is defined as a user whose liquid wastewater result from industrial, manufacturing, or processing.

C. User Charge Methodology Total.

Total annual OM&R \$ Cost in \$/1,000 gal.= No. of 1,000 gal. sold annually.

D. Excessive Strength Charges.

For any user, when the BOD exceeds * 200 mg/l, the suspended solids exceed 200 mg/l, or when other pollutant concentrations exceed the range of concentrations of these pollutants in normal domestic sewage, a surcharge shall be added to the basic charge. This surcharge shall be calculated by the following formula:

$$C_s = (B_e(B) + S_c(S) + P_c(P)) V_u$$

Symbols and Definitions:

C_s = A surcharge for wastewaters of excessive strength

B_e = Operation and maintenance ("O&M") cost for treatment of a unit of biochemical oxygen demand ("BOD")

B = Concentration of BOD from a user above a base level

S_c = O&M cost for treatment of a unit of suspended solids("SS")

S= Concentration of SS from a user above a base level
Pc= O&M cost for treatment of a unit of any pollutant
P= Concentration of any pollutant from a user above a base level
Vu =Volume contribution from a user per unit of time
*Maximum limit for average domestic waste.

E. Charges for Extraneous Flows.

The costs of O&M for all flows not directly attributable to users (such as Infiltration/Inflow) shall be distributed among users on the same basis as operation and maintenance charges.

F. Toxic Pollutants Charges.

Each user that discharges any toxic pollutants which cause an increase in the cost of managing the effluent or the sludge of the System' s treatment works shall pay for such increased costs.

G. Flat Monthly Charge.

All active users of the System shall be charged a flat monthly fee of \$20.37 including commercial customers with the exception of residential customers age 65 and older or on Social Security Disability who will pay a flat monthly fee of \$18.77. These charges represent the debt retirement for the City's indebtedness incurred for System improvements that is payable from System revenues (" Debt Service").

H. Other Service Charge Issues.

- i. It is the intent of the City to reaffirm a long-standing practice of Benton Utilities to not consider, in computing charges, water that is not returned to the sewer for treatment as substantiated by the Benton Utilities Manager ("Manager"). Any customer who feels the amount charged is unjust and inequitable may make written application to the Manager requesting a review of the charges. Review of the request shall be made by the Manager, and if substantiated, the charges for that customer shall be recomputed based on the revised flow and/or strength data and the new charges shall be applicable to the next billing cycle/ period.
- ii. Any current commercial or industrial user who was authorized by the City to install one or more metering points for purposes of quantifying a volume of water that is not returned to the sewer system may continue under the prior arrangements; provided all meters are read monthly by Benton Utilities and each metering point shall be treated as a separate unit for billing purposes. Water customers having a second meter will no longer have an option of disconnecting or connecting " at will" in order to avoid a monthly minimum charge.

SECTION 5. Repealer.

All ordinances or parts of ordinances in conflict herewith are hereby repealed, including Ordinance No. 70 of 2021; Ordinance 60 of 2017; Ordinance No. 33 of 2016; Ordinance No. 25 of 2016; Ordinance No. 71 of 2015; Ordinance No. 26 of 2014; and Ordinance No. 27 of 2012.

SECTION 6. Severability Clause.

The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases, or provisions.

PASSED AND APPROVED this ____ day of May, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



WATER		Benton	
Meter Size	(Includes first 2,000 gallons of water used)	Current Ord 70 of 2021	Proposed Increase
5/8" & 3/4"	(Res. 65 & Over)	\$ 7.32	\$ 11.22
5/8" & 3/4"	(Res Soc. Sec. Dis.)	\$ 7.32	\$ 11.22
5/8" & 3/4"		\$ 11.10	\$ 15.00
1"		\$ 15.12	\$ 19.02
1-1/4"		\$ 18.71	\$ 22.61
1-1/2"		n/a	n/a
2"		\$ 23.91	\$ 27.81
3"		\$ 35.68	\$ 39.58
4"		\$ 51.27	\$ 55.17
6"		\$ 95.13	\$ 99.03
8"		-	-
10"		-	-
12"		-	-
each 1,000 gallons of water metered over and above the minimum 2,000		\$ 3.446	\$ 4.8430
WASTEWATER		Benton	
Meter Size		Current Ord 70 of 2021	Proposed Increase
A.			
first 2,000 gallons		\$ 2.93	\$ 4.83
per additional 1,000 gallons, each		\$ 5.26	\$ 5.26
Monthly charge for customers with no prior usage		\$ 28.36	\$ 30.00
Commercial & Industrial customers billed on actual water consumption		\$ 28.36	\$ 30.00
B.			
Residential	(Res. 65 & Over)	\$ 7.84	\$ 13.94
	(Res Soc. Sec. Dis.)	\$ 7.84	\$ 13.94
	All other	\$ 9.44	\$ 15.54
Minimum monthly bill (A+B):			
	(Res. 65 & Over)	\$ 10.77	\$ 18.77
	(Res Soc. Sec. Dis.)	\$ 10.77	\$ 18.77
	All other	\$ 12.37	\$ 20.37
Outside City Limits charge			
	first 2K gallons	\$ 5.12	\$ 8.45
	each additional 1,000 gallons each	\$ 9.20	\$ 9.20

EXHIBIT "A"

CUSTOMER SERVICE RULES, REGULATIONS AND FEES OF THE BENTON UTILITIES

1. NEW CUSTOMERS

1. New customers applying for utilities service must make application and sign a contract at the Benton Utilities Business Office prior to utilities service connection. The new customer must comply with all departmental policies with regard to utilities service. The new customer must provide proper identification and other required information at the time that application and contract are requested, or service will not be furnished.

Commercial Accounts require Personal Indemnity agreements on all accounts not opened in name of person signing the agreement with exception of National Corporations such as Home Depot and Office Depot.

2. Refusal to Serve an Applicant for Service

(a) Reasons for Refusal to Provide Service:

- (1) Failure to pay a delinquent account for the same kind of service previously rendered by the Utility to the applicant, or any other person that is or will be a resident of the service location, or family member which also has an ownership interest at the service location, or any business in which the applicant was owner, co-owner, partner, executive officer of a Corporation, or business in which applicant had financial ownership interest. Accounts will not be opened in name of person not living or operating a business at the service location; however, owners of properties may open an account to provide services to the property for the owner's own use when a tenant is not in the unit.
- (2) Failure to comply with the terms and conditions of a settlement agreement, delayed payment agreement, with respect to service previously rendered by the Utility to the applicant.
- (3) Failure to post the required deposit for service.
- (4) Misrepresentation of identity or facts for the purpose of obtaining the service or failure to provide a minimum of two (2) acceptable items of identification upon request by the Utility.
- (5) Unauthorized or fraudulent use or procurement of service or tampering with wires, transformers, meters, pipes or other Utility equipment within the previous three (3) years.
(See Section 3, Item 5)
- (6) Violation of federal, state or local laws or regulations through previous use of service
- (7) Violation of the rules and regulations of the Utility.
- (8) Inability of the Utility, due to inadequate facilities, to provide the service requested.
- (9) Potential adverse effect of the service requested on service to other customers of the Utility.
- (10) Hazards associated with the requested installation or equipment of the applicant.

- (11) Causing injury, or threatening to cause injury, to an employee of the City of Benton, the family of an employee or the property of the Utility.
- (12) Lack of safe and convenient access to the meter location for maintenance or reading of the meter, including danger, real or perceived to Utility personnel assigned to maintenance or reading by reason of an unrestrained animal.

II. METER DEPOSITS

1. The meter deposits for the indicated services shall be as shown below:

(a) WATER:

(1) 3/4"by5/8" METER	\$ 50.00
(2) 1" METER	\$ 75.00
(3) 1 1/4"	\$ 1 00.00
(4) 1 1/2"	\$120.00
(5) 2"	\$160.00
(6) 3"	\$300.00
(7) 4"	\$600.00
(8) 6"	\$1,200.00

Applicants with Adverse Credit History will pay 2 times normal water deposit.

"Adverse Credit History" is defined by soft credit check through On Line Utility Exchange or the applicant's past credit history with the Benton Utilities.

(b) ELECTRIC:

(1) RESIDENTIAL:

New Applicant	\$100.00
Applicant with Adverse Credit History.	\$200.00

"Adverse Credit History" is defined by soft credit check through On Line Utility Exchange or the applicant's past credit history with the Benton Utilities.

(a) Homeowners and renters shall be required to pay meter deposits at the Residential Rates shown above. Deposits will be applied to the account of all residential customers, with the exception of fraudulent users and violators of the Utility's Rules and Regulations, who have not been delinquent on payment of the preceding twelve (12) billing periods. Delinquent is defined as not paying the monthly utility bill on or before the due date printed on the aforesaid monthly utility bill. Deposits are to be reinstated if customers billing reflects three or more consecutive months of late payments or six (6) or more late payments in a 12-month period or service has been ordered for disconnect for non-pay. Repayment of the deposits shall not exceed 90-days.

(b) Benton Utilities pays no interest on any customer deposits.

(c) In all cases. Deposits will be refunded when service is terminated. Deposits will be applied/credited to the final billing. If a credit balance remains it will be refunded within 45 days of the final billing.

(2) SINGLE METERED MULTIPLE UNIT DWELLING:

2-UNIT COMPLEX	\$200.00
3-UNIT COMPLEX	\$300.00
4-UNIT COMPLEX	\$400.00
5-UNIT COMPLEX	\$500.00
6-UNIT COMPLEX	\$600.00
7 OR MORE UNITS:	Must be individually metered

- (3) COMMERCIAL AND INDUSTRIAL: A cash deposit amount not to exceed two estimated maximum monthly Utility bills is to be obtained prior to furnishing service to a commercial or industrial customer. Depos it of less than 2 months may be granted upon approval by Public Utilities Commission of Benton if applicant does not have an Adverse Credit History. As an alternative to a cash deposit, if the amount required exceeds three hundred dollars (\$300.00), the customer may furnish an automatically renewable surety bond, a certificate of deposit made jointly to the customer and Benton Utilities, or an irrevocable letter of credit from a local bank.
- (4) The Billing Services Manager, or his/her designee, shall review all commercial and industrial deposits at least annually to determine if the amount of deposit, surety bond, letter of credit or certificate of deposit on file is adequate in view of the then-current usage history with the customer. A record of such review is to be noted on customer account history. Before an additional deposit is imposed to the account of any Commercial or Industrial Customer the Billing Services Manager, or his/her designee will be required to send a letter to the customer indicating that they have 30 days to make arrangements to pay the additional deposit.
- (5) Commercial and Industrial customers who experience a shut-off due to nonpayment shall be considered "New Applicants" and shall be subject to the rules and regulation of such. Any deposit on file with the Benton Utilities shall be applied to the outstanding account. Any balance may be applied to the new accounts deposit requirements as defined in Section 3 above. No service shall be established without meeting all the requirements of this section.

2. RE-ORGANIZING OR BANKRUPT CUSTOMER

Customers filing proceedings pursuant to the Bankruptcy Reform Act of 1978 under either Chapter 11 or Chapter 13 will be treated in accordance with Section 366 of this act which provides:

- (a) Except as provided in subsection (b) of this section, a Utility may not alter, refuse, or discontinue service to, or discriminate against, the trustee or the debtor solely on the basis that a debt owed by the debtor to such Utility for service rendered before the order for relief.
- (b) Such Utility may alter, refuse, or discontinue service if neither the trustee nor the debtor, within 20 days after the order for relief, furnishes adequate assurance of payment, in the form of a deposit or other security, for service after such date. On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide assurance of payment.

III. BILLING

1. Rendering, Form of Bills and Payments

Bills to customers shall be rendered regularly at intervals of approximately one month and shall show the meter readings and dates for the period covered by the bill, the quantity consumed, the gross and net amount of the bill, the designation of the type of service and applicable rate schedule, and other facts essential to the bill. Payment can be made in person at the Utility Customer Service Office or by mail in the form of check or money order. Credit Cards are only accepted through the online portal at www.bentonutilities.com. Payments received after 5 p.m. will not be posted until the next regularly scheduled business day.

2. Budget Billing

Budget Billing is defined as a twelve (12) month average with the settle up month being the 12 months from the date of inception. Budget Billing will be considered for residents of the City who have not been delinquent within the previous twelve (12) month period of billing history. Failure to pay the bill in full by the due date will result in termination of the billing status. Any balance owed or credited will be reflected on the next billing.

3. Estimated Meter Readings

Normally, all meters shall be read each month. However, there may be occasions, primarily due to bad weather, when it becomes impossible to read meters. When this occurs, meter readings will be estimated based upon the customer's previous use, adjusted for weather conditions. Bills for which the consumption has been estimated will clearly state that the consumption has been estimated by the use of a code on the face of the bill. Customers receiving estimated bills will then have the option of verifying the accuracy of the estimation and requesting reread and adjustment, if the estimated reading is in error to such an extent that a hardship is placed upon the customer to pay the bill.

4. Separate Billing for Each Point of Delivery

Service at separate locations or addresses will not be combined for billing. At each point of delivery, service shall be metered and billed separately for each customer served. Whenever for any reason the Utility furnishes service to a single customer at two or more points of metering, each point of metering shall be considered a separate point of delivery and shall be covered by a separate agreement for service.

5. Unauthorized Use of Utility Service

(a) If Utilities service has been suspended, or the agreement for utilities service terminated, because of unauthorized use of such service by the customer, the Utility shall be entitled to collect from the customer at the appropriate rate for any service not properly recorded on the meter (the amount of which may be estimated by the Utility from the best available data) including all expenses incurred by the Utility on account of such unauthorized act or acts.

(b) If any customer has engaged in unauthorized or fraudulent use, such as tampering with meters or other Benton Utilities property in any attempt to deprive Benton Utilities of utility service revenue, Benton Utilities shall impose an additional deposit equal to the maximum deposit required for customers with adverse credit history. Additionally, the customer must pay a non-

refundable charge for damage and losses equal to three (3) times the highest monthly billing during the preceding (1 2) months, plus proof of payment of all fees and fines assessed by the enforcement authorities.

6. Disconnects

All Customers who fail to pay the billed utilities charges by the due date will be mailed a SHUT-OFF notice to pay the total charges with a 5% penalty added to the bill. In general, a customer will be sent their utility bill and have twenty-one (21) days from the date of mailing to pay before a late fee is assessed. From the date that the late fee is assessed, the customer will have ten (10) days to pay before a disconnect order is issued. If the bill is still unpaid as of the specified SHUT-OFF date shown on the SHUT-OFF notice, the delinquent customer's utilities service will be ordered for disconnect to be discontinued as soon as the departmental work schedule perm its, allowing that No service shall be disconnected on a day after which no Benton Utilities personnel will be available to reconnect the service, or on a day when the outside temperature is 32° Fahrenheit or below as officially reported by the National Weather Service at 10:00 A.M. by the North Little Rock branch station. Failure of the Utility department to act at any time after rendering SHUT-OFF notice shall not affect any of the department's rights hereunder or constitute a waiver of any remedy or defense afforded by law.

In addition to non-payment of bills by due date, utilities service will be discontinued for the following reasons:

- (a) Failure to post the required deposit for service.
- (b)) Misrepresentation of identity or facts for the purpose of obtaining service.
- (c) Fraudulent use of service by tampering with meter or other Utility property.
- (d) Refusal to allow Benton Utilities employees on the property for inspection, maintenance, replacement, or reading of the Utility equipment located on the customer's premises; or maintaining any obstruction that would deny access for these purposes.
- (e) Violation of the Utility's rules designed to prevent interference with the use of service by other customers, provided the customer first has been notified and given a reasonable opportunity to comply with these rules.
- (f) Violation of the Utility's rules pertaining to the operation of non-standard equipment or unauthorized attachments provided the customer has first been notified and given a reasonable opportunity to comply with such rules.
- (g) Violation of federal, state, or local laws through the use of utilities service.
- (h) Abandonment of the premises served.
- (i) Causing injury or threatening to cause injury to an employee of the City of Benton or to the family of the employee.

7. REGULATIONS FOR ESTABLISHING AND MAINTAINING SERVICE WITH BENTON UTILITIES

At the time that application is made for new utility service in Benton the following is required:

(A) Declaration of Occupants

- (1) Residential accounts shall be established in the names of at least one property owner or in the names of all individuals whose names appear on a rental or lease agreement if the property is being rented or leased. Each such person shall complete an application for service and shall be jointly liable for any charges to the account. As part of the application, a valid photo identification and Social Security number is required for all applicants. In addition to utilizing this information for credit and collection purposes, the city will use this information as part of the city's compliance with the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transaction Act with respect to the "Red Flag Rules" which have been created to help identify and report identity theft. The Acts requires the city to adopt procedures to help identify when identity theft may be occurring and to report those incidents to the appropriate law enforcement agency.
- (2) Copy of lease agreement listing all adult occupants of residence, signed by landlord. (Dependents or dependent students are exempt)

(B) Credit Checks

We will also use the Social Security numbers to run a soft credit check on each adult occupant to determine the amount of the deposit required depending on the risk factor. A risk factor below 10% will require the normal deposit. Risk factors 10% or above require a double deposit.

(C) Landlord Guarantor

A Landlord guarantor form may be provided, in lieu of a de posit, but services must still be in the name of the tenant(s). The landlord will then receive the bills and will be responsible for payment. If the landlord becomes delinquent, the service will be terminated and cannot be reconnected until paid in full.

(D) Outstanding Balance

- (1) If it is determined that any of the applicants have a prior unpaid balance with Benton Utilities, this must be paid to a current status. If a prior balance has been turned over to the designated Credit Bureau for collection, the balance must be paid, or satisfactory payment arrangements made. If, at any time after receiving service, payment arrangements are not kept, it is Benton Utilities' policy to disconnect services at the existing address.
- (2) If a customer that owes Benton Utilities an outstanding balance and receives utility service under a different person's name, it is our policy to first try to contact the parties involved either to have the person added to the existing account, or to establish a new account in that person's name. If this is not possible, we will disconnect service until the service is established in the name of the person(s) living in the residence. This will not apply to paternal guardians (parents) whereby their child ren may reside at their residence on a temporary basis. Temporary shall be considered anytime less than (6) six months. Should said children have an outstanding balance,

the utilities shall continue to bill to the parents address for the outstanding balance or turn the account over to the proper collection service.

8. DELAY OF TERMINATION ON GROUNDS OF SERIOUS ILLNESS

- (a) The Utilities Department shall postpone termination of service to a residential customer, for a reasonable time for up to four (4) weeks past the due date if the customer presents a certificate from a physician stating that it is likely that termination of service will give rise to a substantial risk of death or a grave impairment of the health of a customer, or a member of the customer's family or of another permanent resident of the premises where service is rendered. The certificate shall identify the medical emergency, electrical equipment required and specify the effect of termination of service and specify the duration of time that the health impairment is expected to exist. A customer's physician providing health care services must obtain from the Benton Utilities the critical status certificate which must be printed on physician's letter head, completed, and returned to the Billing Department.
- (b) The Public Utility Commission will consider further extensions after careful review and consideration has been given and physician has notified the Billing Department in writing of continued illness or impairment.
- (c) Continuation or re-connection of service under this rule shall not in any way relieve the customer of liability incurred for utility services.

9. PROVISION FOR HARDSHIP CASES

The City of Benton governing officials recognize the fact that customers are sometimes unable to pay their bills because of circumstances beyond their control. Benton Utilities will work with the bona fide hardship cases when referred by organizations recognized by the City of Benton, such as; Benton Utilities Share Program, Churches Joint Council on Human Needs (CJOHN), Central Arkansas Development Council (CADC), Arkansas Department of Social Services, etc. in arranging for payment, Benton Utilities will consider ability to pay, amount of the unpaid account, previous payment record, and the length of time and reasons the account has not been paid. This procedure will require the customer to disclose information and furnish documents necessary to determine income level and ability to pay, if the customer provides false information or fails to comply with the terms of the payment agreement; Benton Utilities may discontinue service and is not under obligation to enter into a second payment agreement.

10. METER ERRORS - CORRECTIONS TO BILLS

- (a) Conditions of bill correction:

A correction to a customer's account shall be made for meter error only when a customer's meter is tested by the Utilities Department and is found to be in error exceeding the tolerances allowed by these regulations. Provided, that if the error results in under billing, the Utilities Department may forgo the collection if, in its judgment, it would be economical or convenient to do so. When a customer requests a meter test and the meter is tested and found to be registering one hundred percent (100%) accuracy or slower, the customer will be billed the cost of such meter test.

(b) Meter Tolerances

(1) Electric Meters

(a) Watt-hour Meter

	<u>TEST EQUIPMENT</u>	<u>POWER FACTOR</u>	<u>ACCURACY</u>
Heavy Load	100% Test Amps	1.0	+/-2%
	100% Test Amps	0.5	+/-2%
Light Load	10% Test Amps	1.0	+/-2%

(b) Demand Meter

The error of the demand register shall not exceed 4% of full-scale value when tested between 25% and 100% of full-scale value.

(2) Water Meters

The error of the service water meter shall not exceed +/- 3% when registering water at, stream flow equivalent to approximately one-tenth (1/10), one-half (1/2), and full normal rating under average service pressure.

(c) Computation of billing correction

(1) If the date the meter first became inaccurate can be definitely ascertained, the correction shall be for the amount charged since that date over or below that which the billing would have been had the meter registered with one hundred percent (100%) accuracy.

(2) If the date the meter first became inaccurate cannot be definitely ascertained, the correction shall be based upon the customer's metered consumption for a period of two (2) months in cases of back billing, or six (6) months in cases of refunds. The rates effective during said period shall be applied to this adjusted consumption and the difference between the amount so obtained and the actual billing shall be credited or charged to the customer.

(d) Correction of previous over or under billing repayment

(1) Over-billing - Refund to customer where the Utilities Department has over-billed a customer, the Utilities Department shall make at the discretion of the Billing Department Manager a lump sum payment or credit the account within thirty (30) days of discovering and computing the amount of over-billing.

(2) Under-billing - Back-bill charge to customer when the Utilities Department bills the customer an amount correcting a previous under-billing, the customer shall be permitted to pay such an amount pursuant to a delayed payment agreement that provides for repayment over a period at least equal to the period during which the under-billing occurred. If the previous under-billing was the fault of the Utilities Department or it is impossible to determine whether the under-billing was the fault of the Utilities Department shall impose no finance charge on such delayed payment.

The Utilities Department is not required to enter into a delayed payment agreement to pay an amount to correct a previous under-billing if the under-billing was caused by unauthorized or fraudulent use or procurement of service or tampering with wires, pipes, meters, or other Utility equipment.

IV. GENERAL FEES AND CHARGES
(GENERAL CUSTOMER ACTIVITY)

The following fees and charges will be made by the Utilities Department for the General Customer Activity indicated:

1. Reconnect Fee

During regular working hours	\$30.00
Outside regular working hours	\$80.00

2. Service Charge (Connect or Disconnect)

\$15.00

Charged on all new and final bills to cover the cost of dispatching servicemen for special trip to read meter and set up and special handling of account by office personnel.

3. Credit Reference Letter Fee

\$ 5.00

Charged to customers who request credit reference when moving to location served by another utility which requires credit reference in lieu of arterial or full deposit with service application. Covers cost of researching customer history and preparation of correspondence.

4. Returned Check Charge

\$30.00

(a) Utilities personnel shall not accept checks for payment of accounts that have been disconnected for reason of bad checks tendered in payment of bills. Before service can be turned on, payment must be paid in full by cash, cashier's check, or money order.

(b) Service personnel dispatched to disconnect service for non-payment are allowed to accept cash or checks in payment of account. Note: A Customer who is disconnected for an insufficient check will be required to pay cash, cashier's check, or money order.

(c) Customers who have three (3) insufficient checks returned from the bank to the Utilities Department in a six (6) month period shall be mailed a notice informing them that their checks will no longer be accepted in payment of their account and payment must be made by cash, cashier's check or money order.

5. New Utility Service Connection Fees for Residential Customers

(a) Electric Service – fees shall be based on Benton Utilities' actual costs, based on current market pricing and availability, and must be paid prior to installation.

(b) Water Service (Where no serviceable meter box or meter loop exists)

- | | |
|-----------------------|--|
| (1) 3/4" X 5/8" Meter | \$1,000.00 short side - \$1,500.00 long side |
| (2) 1" Meter | \$1,150.00 short side - \$1,600.00 long side |
| (3) 2" Meter | \$2,700.00 short side - \$3,300.00 long side |

Water Department crew will open and close ditch on short side service installation. Water Department will provide a bore or asphalt repair on long side service installation. This does not change existing construction requirements in subdivisions.

(c) Water Service - Meter installation only

Connection fees for water service in subdivisions for residential lots where a serviceable meter box and meter loop already exists will be \$500 per meter.

(d) Wastewater Service \$1,000.00

- (1) Multi-Family Units (apartments, condos, duplexes, triplexes, etc.) \$1,000 for the first unit and \$500 for each additional unit per building for sewer connection

(e) Connection fees are to be used only for utility infrastructure improvements.

6. New Utility Service Connection Fees for Commercial and Industrial Customers

(a) Electric Service connection fees shall be \$350 + actual cost of Electrical Infrastructure to be negotiated with Benton Utility on an individual basis. The cost of service to the Industrial/Commercial business must be paid before installation.

(b) The electrical connection fee to install electrical infrastructure to and within subdivisions shall be at Benton Utilities actual costs, based on current market pricing and availability, and must be paid prior to installation.

* Developer will be responsible for opening and closing of ditch per Benton Utilities Specifications.

(c) Water Service - Cost will vary based on customer's requirement and will be presented before construction plans are approved.

* Developer/Owner will be required to extend water infrastructure to the point of service at his expense

(d) Wastewater/Sewer

Motels/Hotels	\$125 per unit/room - \$1,000 min.
Institutional Care Facilities	\$150 per unit/room - \$1,000 min.
Educational Institution	\$15 per student based on designed occupancy - \$1,000 min.
Daycare Centers	\$1,500
Strip Malls and/or Multi Unit Commercial Buildings	\$1,000 for the first unit and \$500 for each additional unit per building

All Other - Connection Fees for sewer will be based on the size of the water meter and to be negotiated with Benton Utilities on an individual basis and installed as determined by Benton Utility Department.

* Developer/Owner will be required to extend wastewater infrastructure to the point of service at his expense

7. Fees, Royalties and Bonds

Any fees assessed to the City or assessed by City will be assessed to the individual customer affected on each monthly billing.

8. Meter Test Fee (Electric & Water)

\$ 40.00

Fee will be waived if test reveals meters are not within tolerances allowed in Sect. III (10) (b) (1) & (2).

ORDINANCE NO. 16 OF 2022

**AN ORDINANCE WAIVING COMPETITIVE BIDDING;
APPROVING THE PURCHASE OF GRAYKEY, A FORENSIC
ACCESS TOOL; DECLARING AN EMERGENCY; AND FOR
OTHER PURPOSES**

WHEREAS, the Benton Police Department has the need to purchase an annual licensing agreement with GrayKey, a forensic access tool, used for accessing certain electronic information;

WHEREAS, the Mayor and City Council of the City of Benton, Arkansas, have determined that it is in the best interest of the City to allow the annual licensing purchase of GrayKey, a forensic access tool, without competitive bidding in connection therewith; and

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

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

SECTION 1: It is in the best interest of the City to allow the purchase of an annual licensing agreement for GrayKey, a forensic access tool.

SECTION 2: The requirement of competitive bidding for the purchase hereby authorized is deemed not feasible or practical due to the unique properties of the product.

SECTION 3: The Mayor and City Clerk are hereby authorized and directed to execute documents needed for the above purchase in an amount not to exceed \$30,000.

SECTION 4: There is a backup with the Crime Lab of the State of Arkansas, which has made it difficult to investigate potential criminal activity, and a license of the GrayKey software would resolve that issue as to certain electronic information. Therefore, an emergency exists for the purchase of a GrayKey license. Therefore, an emergency exists, and this ordinance is necessary for the preservation of public peace, health, and safety. It shall be in full force and effect immediately from and after its passage and approval.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 68 OF 2022

A RESOLUTION AMENDING THE 2022 BUDGET TO INCREASE THE EXPENDITURE IN POLICE FEDERAL DRUG CONTROL FUND FOR THE PURCHASE OF GRAYKEY, A FORENSIC ACCESS TOOL; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, needs to amend the 2022 City of Benton Budget in order to increase the appropriation of expenditures by \$30,000 associated with purchase of GrayKey, a forensic access tool; and

WHEREAS, these funds will be used from the Police Federal Drug Control Fund.

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

SECTION 1: Pursuant to the authority granted in Ark. Code §§ 14-58-202 and 14-58-203 the City Council does hereby amend the FY2022 City of Benton Budget as adopted in Resolution 104 of 2021. The budget revisions are attached hereto as Exhibit "1" to this resolution and are more fully described.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton, Arkansas

Police Federal Drug Control Fund
Budget Amendment
FY 2022

The Finance Committee of the City of Benton does hereby submit for approval a budget amendment for the Fiscal Year 2022. This submittal includes a revision for the Special Fund.

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

Section 2 is a detailed explanation of the amended Funding and Disbursements.

Section 1: Amended Appropriations – Fiscal Year 2022

Police Federal Treasury Fund

	Beginning Approved Budget	Budget Amendment	Revised Budget
Receipts	\$30,000	\$0	\$30,000
Expenditures	\$27,900	\$30,000	\$57,900
Total Budget	\$2,100		(\$27,900)

Section 2: Funding & Disbursements – Fiscal Year 2022

Special Fund

Expenditures

This budget amendment increases the appropriation amount of expenditures associated with a purchase with Police Federal Drug Control funds.

Police Federal Drug Control Fund	\$30,000
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RESOLUTION NO. 69 OF 2022

A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS; AUTHORIZING THE SALE OF THE SURPLUS PROPERTY AT AUCTION; AND FOR OTHER PURPOSES

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

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

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

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

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

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk



YEAR	MAKE	MODEL	UNIT	VIN	MILEAGE
2014	DODGE	CHARGER	372	2C3CDXAG0EH159372	106,810
2014	DODGE	CHARGER	373	2C3CDXAG2EH159373	108,723
2014	DODGE	CHARGER	375	2C3CDXAG6EH159375	104,228
2012	DODGE	CHARGER	096	1GNLC2E02CR195096	100,611

RESOLUTION NO. 70 OF 2022

A RESOLUTION DECLARING CERTAIN PROPERTY AS SURPLUS; AND AUTHORIZING THE DONATION OF THE SURPLUS PROPERTY TO THE BOYS AND GIRLS CLUB OF SALINE COUNTY, AND FOR OTHER PURPOSES

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

WHEREAS, a list of said equipment is attached hereto as Exhibit "1";
and

WHEREAS, the City Council of the City of Benton, Arkansas, desires to declare the property as a surplus and to authorize it be donated to the Boys and Girls Club of Saline County.

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

SECTION 1: The property identified in Exhibit "1" is hereby declared surplus property and shall be donated to the Boys and Girls Club of Saline County.

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

Tom Farmer, Mayor

Cindy Stracener, City Clerk

2 Complete Volleyball Systems (excluding referee stands):

- 2 Crank Poles
- 2 End Poles
- 4 Pole Paddings
- 2 Volleyball Nets



ORDINANCE NO. 17 OF 2022

AN ORDINANCE AMENDING, REVISING AND RESTATING THE BENTON SUBDIVISION REGULATIONS; AND FOR OTHER PURPOSES

WHEREAS, the City Council of the City of Benton, Arkansas, desires to establish regulations pertaining to the design and construction of subdivisions within the City; and

WHEREAS, a public hearing was held regarding these changes on Tuesday, April 5, 2022 at 5:30 PM; and

WHEREAS, at least three (3) copies of the proposed regulations for subdivision design and construction have been filed with the City Clerk of the City of Benton and are available for public inspection; and

WHEREAS, a public notice was published in the Benton Courier, a newspaper of general circulation in the community, on May 10, 2022, advising the public that three (3) copies of the Revised Regulation was available for public examination at the office of the City Clerk, City Hall, 114 South East Street, Benton, Arkansas.

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

SECTION 1: The City does hereby adopt, by reference, the "Benton Subdivision Regulations", which is attached hereto marked as Exhibit "A" and incorporated now by reference as if stated word for word.

SECTION 2: All City of Benton Ordinances and Resolutions in conflict with the "Benton Subdivision Regulations" are hereby repealed to the extent of such conflict, but not otherwise.

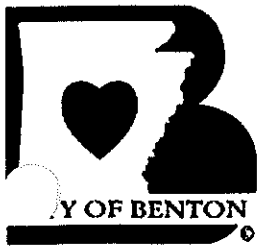
SECTION 3: The City Clerk shall maintain and keep on file at least three (3) copies of the "Benton Subdivision Regulations" as adopted by this Ordinance; and at least three (3) copies of the text of this Ordinance for use and examination by the public.

SECTION 4: 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 _____, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk



City of Benton Subdivision Regulations

Section 1.0 GENERAL INFORMATION

1.1 Purpose

The purpose of these subdivision regulations is to help implement the vision, goals, and objectives of the City of Benton Comprehensive Development Plan and, in particular, the Master Street Plan for the Benton Planning Area.

These rules and regulations are also intended to serve the following purposes:

To guide, direct, and control the future growth and development within Benton and its planning area;

To assist orderly, economic, efficient, and coordinated development within Benton and its planning area;

To promote the health, safety, morals and general welfare of the residents of Benton and its planning area;

To ensure conformance of subdivision plans with the public improvement plans of Benton;

To secure equitable handling of all subdivision plans by providing uniform procedures and standards for observance both by Subdividers and the Planning Commission.

1.2 Subdividers Shall Submit Plats and Plans

Any Subdivider within the Benton Planning Area shall submit to the Planning Commission plats of the subdivision and plans for indicated improvements according to these regulations. In considering the approval of a plat the Planning Commission shall observe and enforce the requirements and procedures set forth herein. In the case of a plat constituting a replat of land into two or more lots, all of which will be served by an existing street or streets, the Planning Commission shall have the power to vary the said requirements so that substantial justice may be done, and the public interest served.

1.3 Certificates of Approval and Bill of Assurance Required

No Subdivider proposing to make or have made a subdivision within the territorial jurisdiction shall proceed with any construction work on the proposed subdivision, including grading, before obtaining a Certificate of Preliminary Plat Approval, and shall not convey title to any lot or lots before obtaining from the Planning Commission a Certificate of Final Plat Approval and acceptance of the plat.

No Subdivider shall record the plat of a Subdivision or any part thereof before obtaining from the Commission a certificate of final plat approval and acceptance of the plat.

1.4 Suitability of the Land

Land within the 100-year flood plain shall not be platted for residential occupancy, nor shall such land be platted for any other uses as may continue such conditions or increase danger to health, safety, life, or property unless approved steps are taken to diminish the above-mentioned hazards in accordance with the current flood plain ordinance and other applicable ordinances and statutes.

Such land within a proposed subdivision not detrimental to the development of the subdivision shall be set aside for uses as set out by the Planning Commission.

1.5 Access

Every subdivision shall be served by a publicly dedicated street or streets.

1.6 Conformance to the Comprehensive Development Plan

All proposed subdivisions shall conform to the objectives of the Comprehensive Plan in effect at the time of submission to the Planning Commission.

1.7 Conformance with Other Applicable Ordinances

These regulations are intended to clarify or to supersede in the case of conflict with existing ordinances.

1.8 Street and Subdivision Names

The Director of Communications or other Mayor's designee shall have authority to determine the street names and subdivision names and to require changes in any proposed names. Streets will be named in accordance with County 911 standards. Additionally, street names shall conform to the following guidelines:

- (a) Any proposed street that is collinear with or an extension of an existing street shall have the same name and suffix as the existing street.
- (b) Each street shall have a unique and different name. Streets with the same name but different suffixes are not considered to have unique and different names; therefore, different suffixes do not constitute unique and different names.
- (c) Street names, not including suffixes and cardinal direction prefixes, shall not exceed 14 characters in length, including spaces.

The Director of Communications or other Mayor's designee will provide **street numbers** to the lots after final plat approval is given for each phase. For corner lots or irregularly shaped lots, the front door of the residence or other building must be on the street used as the address. The match between the address and the front door will be confirmed by Community Development when the plot plan is approved. Changes to the approved plot plan may not be made without the appropriate change in addressing confirmed by the Director of Communications.

1.9 Large tracts or parcels

When land is subdivided into larger parcels than ordinary building lots, such parcels shall be arranged and designed to allow for the opening of future streets and to provide access to those areas not presently served by streets.

1.10 Large scale developments

A large-scale development including the construction of two (2) or more buildings together with the necessary drives and ways of access, which is not subdivided into customary lots, blocs, and streets, may be approved by the Planning Commission if, in the opinion of the Planning Commission, a departure from these rules and regulations can be made consistent with the intent of these rules and regulations. Plans for all such private and public developments shall be submitted to and approved by the Commission whether or not such plat is to be recorded; and no building permits shall be issued until such approval has been given. See **Exhibit 1** for Site Plan requirements.

1.11 Modification

Modification of the provisions set forth in these rules and regulations may be authorized by the Planning Commission.

Application for any of the aforementioned modifications shall be supplied in writing to the Planning Commission, along with necessary supporting documents by the subdivider simultaneously with the preliminary plat. The supplied documents shall explain in detail the reasons and facts supporting the application.

Section 2.0 DEFINITIONS

General Definitions

As used in these rules and regulations, words in the present tense include the future; words in the singular include the plural number, and words in the plural include the singular; the word "building" includes the word "structure" and the word "shall" is mandatory and not directory.

Certain words in these regulations are defined for the purpose hereof as follows:

Alley – a minor permanent public service way which is used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

Arterial, Minor – A Class IV¹ street or roadway with limited access. Provides connections to and through the large centers of population within the state.

Arterial, Principal – A Class III¹ street or roadway with limited access. Serves trans-state travel to and through principal cities. Provides a system for the major traffic generators within a city.

Bill of Assurance – A legal document specifying the covenants and restrictive conditions applicable to a particular property.

¹ Arkansas Functional Classification System, established by Act 308 of 1973

Boulevard – The unpaved area between the street and sidewalk. Also known as a tree lawn, planting strip, amenity strip, buffer, or utility strip.

Building Setback Line – A line across a lot establishing the minimum open space to be provided between the buildings and structures and property line. This measurement shall be to the nearest vertical wall or support column of the building or structure. Eaves and open porches cannot extend more than 24” beyond the building setback line.

City – The City of Benton, Arkansas.

City Engineer – The City Engineer or the representative designated by the City of Benton, Arkansas to fulfill the engineering function.

Comprehensive Plan – The officially adopted guide to the orderly, coordinated development of the city, i.e., the City of Benton, AR, Comprehensive Plan.

Cul-de-sac – A short dead-end street having one end open to traffic and being permanently terminated within the plat by a vehicular turnaround. A type of cul-de-sac known as a hammerhead is not allowed in the City of Benton, Arkansas.

Developer - Any person or group that prepares land for residential, commercial, or institutional use within the City of Benton.

Easement – A grant by the property owner to the public, a corporation, or persons for the use of a strip of land for specific purposes.

Engineer – An engineer licensed by the State of Arkansas.

Expressway – A Class II¹ roadway with partial control of access. Provides a high level of interstate and intrastate service. Connects major generators of internal city traffic.

Family Divisions – Divisions of property involving transfers between a father and mother and their descendants and brother, and sisters and their descendants shall be treated as any other subdivision.

Final Plat – A finished drawing showing completely and accurately all legal and engineering information and certification necessary for recording.

Freeway – A Class II¹ roadway with full control of access. Provides a high level of interstate and intrastate service. Connects major generators of internal city traffic.

Frontage Road – (Sometimes referred to as access road) A street, parallel to and adjacent to a major highway or thoroughfare, which provides access to abutting properties.

Hammerhead – (See cul-de-sac) A type of cul-de-sac known as a hammerhead, or t-shaped turnarounds, will not be allowed in the City of Benton.

Health Dept – The Arkansas Department of Health. The State of Arkansas Health Department

Interstate Freeway – A Class I² roadway with full control of access. Provides basic Interstate service. Links major cities.

Large Scale Development – A form of land subdivision which involves the development of any residential, office, commercial, industrial, or manufactured home development which proposes to contain more than one principal structure or use on a lot.

Letter of Credit – a bank-issued guarantee of performance in a form approved by the City Attorney.

Lot – A portion of a subdivision, or any other parcel of land, intended as a unit for transfer of ownership or for development.

Lot, Corner – A lot abutting upon two or more streets at their intersection.

Lot, Flag – Any lot that, due to its configuration, a primary structure cannot be built at the front building line of the lot. Also commonly referred to as a “pipe-stem lot.” Flag or pipestem lots shall not be allowed, unless the stem is a minimum of 30 feet wide across the front.

Lot, Through – A lot other than a corner lot abutting upon two or more streets. The setbacks of a through lot shall match the front setbacks of the adjoining lots.

Maintenance bond – A bond or letter of credit furnished by the developer to the city, for a specific time period, to cover the cost of repairs resulting from defects in materials and workmanship of public improvements installed by the developer or his contractor.

Master Street Plan – the official street plan for the City denoting street classifications, alignments and their design standards as defined in the street specifications regulations as may now or hereafter be adopted by the Benton City Council.

Performance and payment bond – A bond or letter of credit posted by the developer to the city to guarantee completion of the proposed improvements within a subdivision, and to guarantee payment of all charges for labor, material, equipment and all other items and services used or utilized in the project.

Planned Unit Development or PUD – Parcel or parcels of land proposed for development as a single entity and which may include dwelling units, commercial, office, industrial uses or any combination thereof under provisions of the PUD and Zoning Ordinances.

Planning Area – (See Territorial Jurisdiction) The designated portion of Benton’s Territorial Jurisdiction within which these Subdivision Regulations shall be enforced. A map and description of the boundaries of the Benton Planning Area shall be maintained by the Commission and filed for record with the City Clerk and Saline County Recorder.

Planning Commission or Commission – The Planning Commission of the City of Benton, Arkansas, unless otherwise stated.

Plat – A map or chart indicating the subdivision or re-subdivision of land, intended to be filed for record.

² Arkansas Functional Classification System, established by Act 308 of 1973

Preliminary Plat – A drawing which shows that proposed layout of a subdivision in sufficient detail to indicate unquestionably its workability in all aspects, but is not in final form for recording, and the details are not completely computed.

Primary Structure – A structure that services the primary function of the lot.

Replat – A plat that has undergone the process of changing the configuration of lot lines within an approved plat of record to increase, decrease, or change the shape and size of lots.

Right-of-Way – A parcel or strip of land, whether dedicated to the public, and accepted by state, city or county government, and intended for use as a street, walkway, railroad, utility or other public use, or belonging to the public by prescriptive right of use.

Setback – (See Building Setback Line)

Sketch Plan – A preliminary drawing or map for pre-application consideration of a proposed subdivision showing its general layout.

Staff – The employees of the City of Benton, and/or those contracted by the City.

State – State of Arkansas.

Street – A right-of-way used or intended for use by vehicular traffic and either dedicated for public use or used by prescriptive right whether or not accepted for maintenance by the City or Saline County.

Street, Collector – A Class V Street³ or roadway that provides inter-county service. It serves the economic and state park areas not serviced by a higher system; collects and distributes traffic to and from major streets; provides intra-county service to and into population centers and other recreational and industrial areas.

Street, Local – A Class VI street¹ or roadway that provides access to residential areas, subdivisions and neighborhoods within cities; provides direct access to adjacent properties in rural areas and within cities.

Street, Private – Any street or roadway not accepted by the State, City or Saline County nor recognized as a public street by the Benton City Council and/or the Saline County Judge on the effective date of these subdivision regulations; also, any street specifically allowed as a private street by the planning commission.

Street, Public – A street or roadway owned and maintained by the State, City or Saline County, or as otherwise provided by State statute.

Stub Street – (Also known as a stub-out). A dead-end street intended to be extended in the future.

Sub divider – Any person, individual, firm, partnership, association, corporation, estate, or trust, or any other group or combination acting as a unit, dividing or proposing to divide land so as to constitute a subdivision as herein defined, and includes any agent of the sub divider. The term sub divider may be used interchangeably with the term developer.

³ Arkansas Functional Classification System, established by Act 308 of 1973

Subdivision – The division by platted lots or metes and bounds of any lot, tract, or parcel of land situated within the territorial jurisdiction of the city, into 2 or more lots or sites for the immediate or future purpose of sale or development, or for laying out residential, commercial, or industrial lots, or any lots, and streets, alley, or other portions intended for public use or the use of purchasers or owners of lots fronting thereon or adjacent thereto. It also includes resubdivision or replatting of the land, lots or tracts.

Subdivision, Minor – Any subdivision of three lots or less that does not result in or necessitate modifications to the existing infrastructure or the dedication of rights-of-way.

Territorial Jurisdiction – (See Planning Area) All land lying within the Benton City Limits and all land lying within one (1) mile of the City Limits. Where the corporate limits of Benton and neighboring municipalities conflict, their respective territorial jurisdictions shall be a line equidistant between them, or as agreed on by the respective municipalities. Also known as extraterritorial jurisdiction.

Zero lot-line development – A residential development concept eliminating the normal side yard requirement on one side of a lot and providing for more usable open space for the other side yard. Final plats involving this concept shall reflect a buildable area on each lot so as to provide for proper placement of the units and assurance that no lot will be adversely affected by placement of adjoining units.

Section 3.0 PROCEDURAL REQUIREMENTS

3.1 Pre-application Consideration.

Whenever any subdivision of a tract of land is proposed to be made, the Sub divider or his/her agent shall submit to the Staff **sketch plans** and data concerning existing conditions within the site and in its vicinity, and which shall convey the intentions of the sub dividers as to the proposed layout and type of development. The sub divider or his agent should contact the Community Development Department to set up an appointment with City and Benton Utilities staff to go over initial plans for the proposed development.

No fees shall be collected for pre-application consideration, the purpose being to acquaint the sub dividers with plans, policies and ordinances that would be applicable to the proposed subdivision, as well as the capacities and availability of utilities to the development.

3.2 Site Plan Requirements for Commercial Developments

A **site plan** meeting the requirements of **Exhibit 1** shall be provided for any commercial development, or for any development that provides utility loadings greater than single family residential dwellings.

As-built plans in quantities specified by the Community Development Department will be provided to the City and Benton Utilities before a Certificate of Occupancy is issued. The As-built plans will be both in hard copy and digital format and will show all applicable easements and rights of way. Digital format will be AutoCAD® compatible.

3.3 Application for Certificate of Preliminary Plat Approval.

Any development in which preliminary plat approval has been given and construction has started prior to the effective date of these regulations will be subject to Ordinance 6 of 1998.

(Minor subdivisions are exempt from this section)

Whenever any subdivision of a tract of land is proposed to be made, the subdivider shall first submit to the Staff an application for a Certificate of Preliminary Plat Approval which shall consist of the following procedural requirements:

(a) A letter of request stating the name, address, email and phone number of the developer and his/her engineer's name, address, email, and phone number. If the developer intends for the engineer to manage all details of the subdivision and does not wish to be notified of all decisions regarding the subdivision, he/she must sign a release to that effect. See **Exhibit 2**.

(b) Twelve copies of the preliminary plat, plans and data as specified in **Exhibit 3** concerning existing conditions within the site and its vicinity and which shall convey the intentions of the subdividers as to the proposed layout and type of development.

(c) Plat certificates as specified in **Exhibit 4**.

(d) A filing fee as specified in Section 6 of the subdivision rules and regulations or by the most current fee ordinance.

(e) Notice to adjoining and other affected property owners by the posting of a sign in a conspicuous place and the placing of a legal notice in a newspaper authorized to publish such notices at least 30 days prior to acting on the Preliminary Plat. The sign and notice shall read as follows:

“This property proposed for subdivision or large-scale development.
Preliminary plat will be considered at the Planning Commission Meeting on _____.
For information, call [developer's phone number].”

(f) All preliminary plat plans and data as specified in **Exhibit 3** must be submitted to Community Development, complete and accurate, at least 7 days prior to the Planning Commission Meeting.

The Commission may, prior to acting on a Preliminary Plat, hold a hearing thereon at such time and upon such notice as the Commission may designate.

The deadline for submission for preliminary plat approval is 30 days prior to the regularly scheduled Planning Commission meeting and may be changed as necessary by the Community Development Department.

3.4 Approval of the Preliminary Plat.

(Minor Subdivisions are exempted from this section)

Upon receipt of an application for a Certificate of Preliminary Approval, the Staff shall check the application for conformance to these rules and regulations and shall also consider letters or certificates of approval or disapproval from City, County, and State Agencies, as well as from the utility companies.

The Staff shall report to the Planning Commission at its regular meetings on all applications for preliminary plat approval.

In considering a submittal, the Staff may introduce such changes as necessary to meet the intent of these rules and regulations and to serve the best interests and the needs of the community.

If in its opinion a submittal warrants such action, the Staff may cause an application to be reviewed by the Planning Commission at its regular monthly meeting.

A Preliminary Plat not approved by the Staff for submission may be re-submitted after the changes have been made as suggested.

The Staff shall initiate action on an application within seven (7) business days of submission. When Staff approves, the application package is placed on the Planning Commission agenda for the next available meeting. Special Planning Commission meetings for Preliminary Plat approval may be arranged if the Planning Commission deems it appropriate.

One signed copy of the approved Preliminary Plat shall be retained in the Community Development Department files, and one signed copy shall be returned to the subdivider.

Approval of the Preliminary Plat shall be governed by the following qualifications:

- (a) Approval of the Preliminary Plat is only tentative pending submission of the Final Plat.
- (b) Approval of the Preliminary Plat shall be effective and binding upon the Commission for one year and thereafter as long as work is actively progressing on installation of required improvements.
- (c) Receipt by the subdivider of the executed Certificate of Preliminary Plat Approval is authorization to proceed with:
 - The preparation of any necessary plans and specifications and the installation of any improvements required, subject to the approval of agencies having authority, including Benton Utilities.
 - The preparation of the Final Plat or part thereof as specified in Section 3.6.
- (d) All developments shall provide ingress/egress appropriate to the development proposed, consistent with Master Street Plan access management provisions applicable to arterials and collectors and any adopted access management plans, ordinances, or regulations.

In order to assist the City and Benton Utilities in planning, for **multi-phase** developments, an **overall schematic** showing the general locations of lots, utilities, streets and drainage shall be provided with each phase of the preliminary plat. However, construction plans will be presented, reviewed, and approved separately for each phase.

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

3.5 Construction Plan Approval

Preliminary Plat approval does NOT give the right to do clearing and grading. To be approved to start clearing and grading, staff must receive a copy of the Department of Environmental Quality approved SWPPP, permits, and USACE permits, when applicable. The developer must receive a notice to

proceed with clearing and grading from the City of Benton Development Review Committee BEFORE any clearing or grading is started.

Prior to installation of any utilities, streets, and drainage, construction plans shall be approved by the Community Development Department and Benton Utilities. Construction plan requirements are detailed in **Exhibit 5**.

No utilities, streets or drainage shall be installed prior to approval of the construction plans. Plans must be reviewed by Community Development and Benton Utilities staff, and written comments provided to the Developer, no later than 10 business days after submission. Appeal of decisions regarding approval of the construction plans may be to the Benton Planning Commission or the Benton Utilities Commission, whichever is applicable.

3.6 Application for Final Plat Approval

Whenever the provisions of these rules and regulations have been complied with, and while the Certificate of Preliminary Plat Approval is in effect, the subdivider may submit to the Planning Commission an application for review and approval of the Final plat, which shall consist of:

- (a) A letter of application requesting review and Final Plat Approval.
- (b) Twelve copies of the final plat and other documents as specified in **Exhibit 6**
- (c) Final Plat certificates as specified in **Exhibit 7**
- (d) A filing fee as specified in Section 6 of the subdivision rules and regulations or the most current fee ordinance.
- (e) All final plat plans and data as specified in **Exhibit 6** must be submitted to Community Development, accurate and complete, at least 7 days prior to the Planning Commission Meeting.

Whenever a Final Plat has been submitted for a Minor Subdivision, the Department of Community Development may consider and take action on the plat without the advice and consent of the Planning Commission.

3.7 Approval of the Final Plat

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

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

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

Application for Final Plat Approval shall be filed with the Community Development Department at least 30 calendar days prior to the regular meeting date of the Planning Commission in order to be considered at said meeting. The Planning Commission will not take action on any applications received less than 30 calendar days before its meeting. Staff will provide **notice of deficiencies** if any, to the developer or his/her designated agent no less than 21 calendar days prior to the Planning Commission meeting. Staff will need a minimum of 7 calendar days to review corrections. Deficiencies shall be corrected no later than 7 calendar days prior to the Planning Commission meeting.

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

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

Failure of the Planning Commission to act within 60 days from receipt of the application shall be deemed approval of the Final Plat and waives all further plat requirements of these rules and regulations.
(5)

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

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

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

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

3.75 Abandonment of Final Plat

The owner/developer shall have the authority to request abandonment of a final plat. The owner/developer must submit, in writing, a request to have his/her platted and recorded subdivision returned to open land. At least fifteen (15) copies of the replatted land showing a return to open property must accompany the request.

3.8 Acceptance of Streets, Drainage and Utilities

Approval of the Final Plat by the Planning Commission is not acceptance of the streets, rights-of-way, drainage or utilities for maintenance. The acceptance procedure is as follows:

(a) No later than the day of the Planning Commission meeting, the developer shall provide a **letter of credit** or bond to the Community Development Department in an amount equal to 50% of the total construction cost of the streets. The City Engineer or other engineer designated by the City shall

keep a database of street costs for all subdivisions. If the construction costs provided by the Developer are substantially lower than those of other developments during the same 12-month period, the Planning Commission, on the advice of the City Engineer, may require the letter of credit to be increased to match the average cost per foot of the other developments. The expiration of the letter of credit shall be 1 year from the date of Final Plat Approval.

(See Exhibit 8 for Approved Letter of Credit language)

(b) Ten months from the date of Final Plat Approval, the City Engineer, Manager of the Street Department, and Benton Utilities designee shall inspect the streets, drainage, rights-of way, and utilities. Any deficiencies noted shall be communicated in writing to the Developer or his/her designated agent. The Developer has until 7 days prior to the expiration of the letter of credit to correct the deficiencies. If deficiencies are not corrected 7 days prior to the expiration of the letter of credit, the City of Benton shall draw on the letter of credit up to two times the amount estimated by the City Engineer as necessary to make corrections. The draft proceeds shall be placed in a separate City account until all deficiencies are corrected; any remaining funds shall be returned to the Developer within 10 days after the City has approved and paid for all corrections.

(c) When the 12-month warranty period has expired, and all deficiencies are corrected, the Community Development staff will submit an ordinance to the Council for acceptance of the streets, drainage and utilities for maintenance. Once Council approval is given, the City will assume maintenance for the subdivision improvements. The Community Development Department will send a copy of the approved ordinance to the Developer.

(See Exhibit 9 for Acceptance Ordinance language)

Section 4.0 DESIGN REQUIREMENTS (6)

4.1 Streets Design and Construction

Unless otherwise stated here, the current ordinance regulating the design and construction of streets will apply.

The location and width of all highways, thoroughfares, and streets and roads shall conform to the most recent Master Street Plan, except that the narrow street option is eliminated in these subdivision rules and regulations.

The City Council of Benton, Arkansas, may designate certain areas of the city as appropriate areas to reduce the requirements of Right-of-Way and/or street widths for Local Streets. Any such reduction to these requirements shall have the approval of both the Benton Planning & Zoning Commission and the Benton City Council. In the event such an area is designated, the developer shall be required to add a provision to the subdivision's Bill of Assurance that states that there will be no on-street parking allowed in said areas. Signage must be installed in areas that have been given a reduction to indicate the "No On-Street Parking" rule. No reductions will be allowed for Local Collector streets in any development.

Right-of-way dedications and pavement width for expressways, freeways, and interstate freeways shall conform to Arkansas State Highway and Transportation Department standards or the Master Street Plan, whichever is greater.

4.2 Half-Street Improvements

When a development abuts a public street as shown on the Master Street Plan, the developer shall be required to dedicate the necessary Right-of-Way as shown on the Master Street Plan.

Any developer building on one side of an existing street shall be required to make half-street improvements to standards as required by the Master Street Plan or **in lieu of constructed improvements**, the developer shall contribute to the City a cash payment equal to 100% of a registered professional engineer's estimate of the cost of construction, as approved by the City Engineer, minus any temporary construction for site access or drainage that may be incorporated in future permanent construction. The in-lieu-of payments may be used on-site or off-site to improve access, drainage, or other significant improvements to the development, such as traffic control signals.

Waivers from this requirement may be granted by the Planning Commission.

4.3 Private Streets

The Planning Commission shall have the authority to approve subdivision plats with private streets, provided that the private streets shall meet the same construction specifications and right-of-way requirements as public streets. Private streets shall provide signage designating them as such.

4.4 General Street Information

The proposed street system shall extend existing streets or projections at the same or greater width, but in no case less than the required minimum width.

When a tract fronts on streets other than minor streets or collector streets, the Planning Commission may require affected lots fronting on such major streets to be provided with **frontage roads**.

Curb cuts (driveways) are prohibited within 40 feet of the back of curb with an intersection with a roadway with a classification of collector or higher. (This sentence is intended to clarify a previous conflict with Ordinance 5 of 1997, p. 3)

Cul-de-sac streets or courts designed to have one end permanently closed shall be no more than 1,200 feet long. Dead end streets in excess of 500 feet shall be provided with a turnaround having a minimum right-of-way diameter of at least 100 feet. No islands, medians, or obstructions of any type shall be placed in a turnaround of a cul-de-sac unless the radius is enlarged to allow for appropriate fire protection.

Alleys may be allowed in subdivisions where they shall function as the exclusive vehicle access to residential driveways and garages. The final plat shall designate whether the alley will be an easement and maintained by the Developer/Property Owner's Association, or dedicated right-of-way and maintained by the City.

Where **narrow residential streets** currently exist, parking shall be prohibited on one side. Signage shall be provided to indicate that parking is only on one side.

Right-of-way for **stub-outs** will be dedicated to the city by the first developer for connection by later developments and left in their natural state by the first developer. The second developer shall be

responsible for all improvements to said right-of-way, including paving. Stub-outs will not be required for adjacent acreage of less than 10 acres.

4.5 Blocks

Residential blocks shall not be more than 1,320 feet in length.

Residential blocks shall be wide enough to provide two tiers of lots of minimum depth, except where fronting Freeways, Expressways or Principal Arterials, or prevented by topographic conditions, zoning restrictions, or size of the property, in which case the Planning Commission may approve a single tier of lots of minimum depth.

4.6 Lots

Insofar as practical, **side lot lines** shall be perpendicular or radial to street lines. Each lot shall abut upon a public street or road.

The size, shape, and orientation of every lot shall be as the Planning Commission deems appropriate for the type of development and use contemplated. No lot should be more than 4 times as deep as it is wide nor should any lot average less than 100 feet deep.

Pipestem or flag lots shall not be allowed unless the stem is a minimum of 30 feet wide at the street.

For residential lots **not served by a public or community sanitary sewer system**, lot sizes shall be determined by Arkansas Health Department standards.

Lots fronting two streets, other than corner lots, shall not be platted except under exceptional circumstances, in which case equal building setback lines shall be established on both frontages. The Planning Commission may additionally require a 10 feet wide buffer strip for screening, vegetative or otherwise. Across the buffer strip there shall be no right of vehicular access.

The size, shape, and arrangements of **commercial and industrial lots**, where platted, shall be subject to the approval of the Planning Commission, provided that approval is not granted under the provisions of the Large-Scale Development (reference a # when document is set) portion of these rules and regulations.

4.7 Building Setback Lines

Building setback lines for commercial and industrial lots shall be in accordance with the most current zoning ordinance.

Residential lots may have a 15-foot building setback line at any point they abut a street.

In cases where there is no dedicated street right-of-way, the setback line shall be determined by measuring from the center of the street and shall be established by the Community Development Director of the City of Benton giving due consideration to the surrounding property and the esthetics of the neighborhood. If the property line lies within the street right-of-way, then the setback line shall be measured from the back of the right-of-way. No driveway may be closer than five (5) feet to an electrical transformer.

4.8 Easements

A drainage easement adjacent to the interior lot line shall be provided between each structure. This easement will be equal to the side setback distance for that lot's zoning classification less 24". Zero lot line subdivisions will have an easement twice this amount on one side only. A 10-foot utility easement shall be provided on the front and rear of all lots. A 10-foot easement shall be dedicated for electrical use only for all lots served by Benton Utilities.

Easements may be required to vary with the depth of utility lines, according to the following:

(a) Deep Utility Easements

Easements across lots, fronts, or centered on rear or side lot lines shall be provided for utilities where necessary and shall be at least ten (10) feet in total width, unless a wider easement is deemed necessary by the City Engineer or Benton Utilities Commission. Said easement may encroach on the ROW to the back of the sidewalk. The width of a utility easement containing an underground pipe or facility may not be less than that calculated by the following formula unless approved by the Benton Utilities Commission (for utilities) and/or City Engineer (for storm drainage):

Minimum Easement Width = (2) X (Depth of Pipe) + (Pipe Diameter + 2')

(b) Drainage easements.

Where a subdivision is traversed by a watercourse, drainage way, channel, pipe, or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such watercourse, drainage way, channel, pipe, or stream, and such further width or construction or both as will be adequate for the purpose of, including, without limitation, required maintenance activities. Parallel streets or parkways may be required along the easement. In no case shall the width of a drainage easement containing an underground pipe or facility be less than that calculated by the following formula:

Minimum Easement Width = (2) X (Depth of Pipe) + (Pipe Diameter + 2')

(c) Multiple utility and/or drainage pipes. If an easement has multiple pipes traversing it, a cross section is to be sketched and the above descriptions used to accommodate the required easement width.

Section 5.0 IMPROVEMENTS

5.1 State Fire Code Requirements

All improvements shall meet the requirements set forth in the most current edition of the Arkansas Fire Prevention Code.

5.2 Required Improvements

Every subdivider shall be required to install, at his or her own expense, or to have installed by the appropriate public utility, the following improvements:

(a) Street Grading

(1) All streets shall be cleared and graded as approved by the City Engineer.

(2) Finished grades shall be at levels approved by the City Engineer.

(b) Street Paving

(1) Street paving widths shall be in conformance with standards set forth in the Master Street Plan.

(2) Street pavements shall be installed according to the current "Standards for Street Design and Construction" and other applicable ordinances.

(c) Curbs and Gutters

Curbs and gutters shall be required on all streets of all new subdivisions brought into the City of Benton at the expense of the contractor or developer. Said curbs and gutters shall be in accordance with the City's specifications as adopted by the City and approved by the Planning Commission.

(d) Sidewalks

(1) Sidewalks shall be installed according to Americans with Disabilities Act standards.

(2) Sidewalks shall be installed on one side of all streets unless the Planning Commission makes a specific finding at the time of Preliminary Plat approval that sidewalks are not feasible. A sidewalk plan shall be submitted with the Preliminary Plat documents to ensure that appropriate connections are made. The requirement of sidewalks shall be noted on the Final Plat.

(3) Sidewalks are not required outside the City Limits unless said property is subject to a pre-annexation agreement.

(e) Utilities

The installation of all utility lines shall be in accordance with Benton Utility specifications.

(1) Minimum Cover for Water, Sewer, Electrical Lines

The amount of cut and fill on lots shall be kept to a minimum. The following minimum cover shall be maintained over all utility lines:

Water main	30 inches
Gravity Sewer Mains	
PVC	30 inches
Ductile Iron	24 inches
Sewer Force Mains	30 inches
Primary Electric Lines	48 inches

All measurements are from the top of the pipe.

The lot owner shall be required to maintain these minimums. When the removal of material causes utility lines to have less than the minimum, the lot owner shall be responsible for the costs associated with relocating the lines.

(2) Water Supply

(i) Where a public water supply is within a reasonable distance, the subdivider shall install or have installed a system of water mains and connect to such supply. The Benton Utilities Commission will determine what a reasonable distance is, and which system will supply the water. Water mains shall be sized and looped.

(ii) A connection to each lot shall be installed prior to the paving of the street. All service lines crossing the street shall be encased in 2" schedule 40 PVC.

(iii) Where a public water supply is not available, the subdivider shall furnish the Planning Commission satisfactory evidence that a sufficient quantity of water of a quality approved by the Arkansas Health Department is available to each individual lot.

(iv) Unless the Benton Utilities Commission makes a finding that such is not feasible, water mains should be looped to maintain fire flow for all phases of a development.

(3) Sanitary Sewage Disposal

(i) Where a public sanitary sewer is within a reasonable distance of any point of a subdivision, the subdivider shall connect with such sewer and provide a connection to each lot. The Benton Utilities Commission will determine what a reasonable distance is.

(ii) Such sanitary sewage system shall be installed prior to the installation of the street pavement. All service lines crossing the street shall be 4" schedule 40 PVC.

(iii) All commercial developments under control of one owner requiring lift stations and force mains shall be responsible for the operation and maintenance of said equipment.

(iv) Where a public sanitary sewer is not accessible, an alternate method of sewage disposal for each lot or a community sewage disposal system may be used when in compliance with the standards of the Arkansas Health Department.

(v) All lift station and/or force mains shall be constructed per Benton Utilities Commission specifications.

(vi) For a period of one year from the date of Final Plat Approval, the developer shall be responsible for repairs and maintenance, plus operation of water and sewer infrastructure, including mains, force mains and lift stations.

(4) Storm Drainage

(i) All storm drainage shall be designed and installed per the current City of Benton Drainage Ordinance. All storm drainage plans must be stamped and signed by an Engineer registered in the State of Arkansas.

(ii) If a detention pond is warranted by the storm drainage plan, the Bill of Assurance shall state that the Property Owner's Association shall maintain the detention pond and drainage structures as they were designed to function.

(iii) If the Property Owner's Association fails to maintain the drainage structures appropriately, the City (or Saline County, if an unincorporated area) may assess a fee to the property owners to reimburse the City (or Saline County, if in an unincorporated area) for all expenditures necessary for maintenance.

(5) Other Utilities

(i) Other utilities are required by Ordinance 18 of 1977 to obtain a permit from the city before installation. Prior to construction plan approval, the developer is encouraged to schedule a meeting with the City, Benton Utilities, and appropriate non-City utilities to coordinate the installation process.

(ii) Other utilities shall be located in the grass plot outside the curb lines. If stubs to the property lines are not installed, then connections between the lots and the utility lines shall be made without breaking into the wearing surface of the street, if possible. Jacking operations are recommended.

(6) Monuments

Monuments and metal pins shall conform to the requirements as stated in the latest edition of the Arkansas Standards of Practice for Property Boundary Surveys and Plats.

All subdivisions shall be tied to 2 section corner quarters and 2 State Plane Coordinates.

(7) Street Signs

All street signs shall conform to the latest edition of the Manual on Uniform Traffic Control Devices. The signs should be ordered from the Benton Street Department within one (1) week of Final Plat approval. Other requirements should be followed per the current "Standards for Street Design and Construction."

Temporary street signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant and maintained until replaced by permanent signs.

All **private streets** shall have a sign erected at the entrance of the street indicating that it is a private street.

(8) Streetlights

Streetlights shall be placed per the current "Standards for Street Design and Construction."
(Note: 1997 "Standards for Street Design and Construction" was amended by the Street Light Ordinance, Ordinance of 66 of 2006)

5.3 Exceptions to Required Improvements

By request from the developer and with the consent of the Director of the Office of Community Development, the Planning Commission may permit special exceptions to be made to the improvements required by these rules and regulations when the following has occurred:

1. The Planning Commission makes a specific finding, that such exception(s) are in keeping with the intent of these rules and regulations; and
2. The Planning Commission makes a specific finding that the exceptions(s) will conform with the design of the neighborhoods which are in close proximity to the proposed subdivision; and
3. The Developer furnishes any special information requested by the Planning Commission to aid in its determination.

Should the Director of the Office of Community Development not agree with the developer's request(s), the developer may appeal the decision within thirty (30) days to either the Public Utility Commission for all utility related issues and to the Community Services Committee of the City Council for all other issues.

Special exceptions shall only be granted for areas within the subdivision and not the entire subdivision. It is anticipated that all of the improvement requirements contained within this ordinance shall be abided by and included within the whole of the subdivision. For example, a subdivision may be granted permission to not include curbs and gutters within a specified area of the subdivision where it is not conducive to include those in a specified area, but the exception shall not be granted for the entirety of the subdivision.

These special exceptions allowed herein shall be permitted only if the following additional conditions are met:

- (a) Each lot in the subdivision is larger than 20,000 square feet; and
- (b) Each lot in the subdivision is at least 90 feet wide at the beginning line; and
- (c) Existing platting within the neighborhoods which are in close proximity to proposed subdivision meet both of the requirements set forth in (a) and (b) above.

Section 6.0 FEES

Fees for subdivision review and approval shall be per the current fee ordinance.

Section 7.0 PENALTY

Any violation of these rules and regulations or amendment hereto shall be a misdemeanor under the laws of the State of Arkansas and the offender upon conviction shall be punished as for a misdemeanor, and any court having jurisdiction of misdemeanor cases shall have jurisdiction to try such offenders and upon conviction to fine them not less than \$100.00 nor more than \$250.00 for each days offense; and each day that any violation of these rules and regulations is in effect shall constitute a separate offense.

EXHIBITS

Exhibit 1
Site Plan Submission Requirements

Site Plan shall include the following:

1	Payment in full of applicable fees for processing the application	
2	A digital and hardcopy of the Site Plan drawing with all information in AutoCAD format.	
3	Names, addresses, zoning and property lines of all property owners adjacent to the exterior boundaries of the project (including individual lots across streets and right-of-way) shall be located on the plat at the correct location.	
4	Name(s), address (es) and telephone numbers of owner(s) of record, developer and project representative.	
5	North arrow, scale (graphic and written), date of preparation, zoning classification and proposed use.	
6	Title block located in the lower right-hand corner indicating the name and type of project, scale, firm or individual preparing drawing, date and revisions.	
7	Provide a complete and accurate legend.	
8	A vicinity map of the project with a radius of 1.5 miles from the project. This shall include any General Plan streets as well as the 100-year flood plain boundary.	
9	Street right-of-way lines clearly labeled. The drawing shall depict any future R.O.W. needs as determined by AHTD or the Benton Master Street Plan. Future R.O.W as well as existing R.O.W and centerlines should be shown and dimensioned.	
10	The location of all existing structures.	
11	Site coverage note indicating the percentage of site that is covered by both building and surfaced area.	
12	Written legal description including area in square feet or acres that read clockwise.	
13	Boundary survey of the property shown on the plat. The surveyor shall seal, sign, and date the survey. The survey shall be tied to the state plane coordinates.	
14	Point-of-beginning from a permanent well-defined reference point.	
15	Curve data for any street which forms a project boundary.	
16	Show 100-year floodplain and/or floodway and base flood elevations. Reference the FIRM panel number and effective date.	
17	Note regarding wetlands, if applicable. Note if Army Corp of Engineers determination is in progress.	
18	Existing and proposed topographic information noted. Show: a. Two-foot contour interval for ground slope between level and ten percent. B. Five-foot contour interval for ground slope exceeding ten percent.	
19	Spot elevation at grade breaks, existing road centerlines, gutter lines and top of curbs of pavement.	
20	Contours of adjacent land within 50 feet of the project shall be shown.	
21	Landscape proposals for parking lots shall include proposed plants and size. State the method for irrigating and plant material on the plan.	
22	Show on the drawing all known on-site and off-site existing utilities and easement.	
23	Existing easements shall show the name of the easement holder, purpose of the easement, and the book and page number of the easement.	
24	Show all storm sewer structures, sanitary sewer structures and drainage structures: a. Provide structures / locations and types. b. Provide pipe types and sizes.	

25	Sanitary sewer systems: a. Provide pipe locations, sizes, and types. b. Manhole locations of rim and invert elevations.	
26	If a septic system is to be utilized, provide a table of acreage and percolation rates, along with a letter from Arkansas Department of Health approving the septic system and size of lot.	
27	Water system on or near the site	
28	Underground or surface utility transmission lines:	
29	State the width, location and purpose of all proposed easements or right of way for utilities, drainage, sewers, flood control, ingress/egress or other public purpose within and adjacent to the project.	
30	The location, widths, grades and names of all existing and proposed streets, alleys, paths, and other right-of-ways, whether public or private....	
31	The location of all existing and proposed streetlights.	
32	Provide a note of any known existing erosion problems on-site or within 300' downstream of the property.	
33	The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments, and underground structures within the project.	
34	The location of known existing or proposed ground leases or access agreements, if known.	
35	The location and size of existing and proposed signs, if any.	
36	Location and width of curb cuts and driveways. Dimension all driveways and curb cuts from side property line and surrounding intersections.	
37	Draft of covenants, conditions and restrictions, if any.	
38	A written description of requested waivers from any City requirements.	
39	Show required building setbacks. Provide a note on the plat of the current setback requirements for the subdivision. A variance is necessary from the Board of Adjustments for proposed setbacks less than those set forth in the zoning district.	
40	Preliminary grading and drainage plan and reports as required in the City Engineer's office.	
41	Placement of fire hydrants	
42	Any other data or reports as deemed necessary for project review by the City Planner, City Engineer or Planning Commission.	
43	Provide sidewalks along streets as required.	
44	Are there any variances being requested?	
45	As-Built Plans will be provided to the City and Benton Utilities before a Certificate of Occupancy will be issued. The As-Built plans will be both in hardcopy and digital formats and will show all applicable easements and rights of way. Digital format will be AutoCAD compatible.	

EXHIBIT 2
Permission for City of Benton to Communicate with Engineer Only

I, _____, the developer of _____
Subdivision do hereby authorize my engineer _____ to be the point of contact for
all communications regarding the development.

Signature Date

Witnessed by Notary Public:

My Commission Expires _____

**Exhibit 3
Preliminary Plat Requirements**

Preliminary Plat shall include the following:

1	Proposed name of subdivision	
2	Name and address of owner(s) of record	
3	Source of title giving deed record book and page number.	
4	Name and address of subdivider.	
5	Date of survey, north arrow and graphic scale.	
6	Preliminary Surveying Certificate	
7	Preliminary Engineering Certificate	
8	Location of the tract by legal description giving acreage.	
6	Centerline profiles of streets.	
7	Vicinity map locating streets and highways, section lines, railroads, schools, parks, and other significant features within one-half (1/2) mile of the proposed subdivision.	
8	Exact boundary lines of the tract indicated by a heavy line giving dimensions, angles, and at least one bearing.	
9	Contour intervals to sea level datum of not more than two (2) feet when the slope is less than four (4) percent, and not more than five (5) feet when the slope is greater than four (4) percent.	
10	Natural features within and surrounding the proposed subdivision including drainage channels, bodies of water, wooded areas and other significant features. On all water courses leaving the tract the direction of the flow shall be indicated, and for all water courses entering the tract the drainage area above point of entry shall be noted.	
11	Cultural features within and surrounding the proposed subdivision including existing and platted streets, bridges, culverts, utility lines, pipeline, power transmission lines, all easements, park areas, structures, political boundaries, land subdivision boundaries, -- (including, but not limited to, quarter-section, section, township, and range lines), and other significant information.	
12	Names of recorded subdivisions abutting the proposed subdivision, with plat book and page.	
13	Names of owners of unsubdivided property abutting the proposed subdivision.	
14	Zoning districts, if applicable.	
15	Proposed layout including lot lines with rough dimensions, lot numbers, block numbers, street names, right-of-way widths, sites reserved for parks, playgrounds, schools, etc., sites for commercial, non-residential, non-public uses, and building lines with dimensions.	
16	<i>Current State and County regulations will be followed for the installation and use of septic tanks.</i>	
17	<i>Average size of lots and minimum lot size.</i>	
18	<i>Number of lots and lots per gross acre.</i>	

Preliminary Plat shall be accompanied by the following information:

19	A summary of the proposal giving information as to the overall development plan, giving type, number of dwellings units, type of business(es), and industry so that the effects of the development can be determined by the Commission and Staff.	
20	Source of water supply.	
21	Provisions for sewage disposal, drainage, and flood control.	
22	Letters or certificates of approval or disapproval from the City, County, or State agencies, as well as from the utility companies that is applicable. Such material should be obtained and submitted by the subdivider.	

23	Typical cross sections of all streets.	
24	Community FIRM panel number, date and flood zone(s) of site.	
25	Floodplain analysis by the engineer of record. Show proximity to any identified floodplain and/or floodway. Also identify any areas of known flooding. Development in an identified floodplain is prohibited by Benton Subdivision Regulations unless removed from the Special Flood Hazard Area.	
26	Minimum building setback lines	
27	Preliminary storm drainage plan showing proposed easements, and detention/retention areas.	
28	Water supply location and name of provider.	
29	Show sanitary sewer location and name of system provider.	
30	Name of electrical provider	
31	Water flows and residual pressures will be provided.	
32	Center line locations of all streets abutting proposed subdivision.	
33	Draft of Bill of Assurance.	

Engineering Analysis.

35	Typical street cross sections and profiles	
36	Show sidewalks and locations along streets as required.	
37	Are there any variances being requested?	
38	An Engineering study of proposed and/or existing sanitary sewer capacities may be required by Benton Utilities.	

Plat Certificates.

39	Certificate of Preliminary Surveying Accuracy.	
40	Certificate of Preliminary Engineering Accuracy	
41	Certificate of Preliminary Plat Approval.	

**Exhibit 4
Preliminary Plat Certificates**

Each Preliminary Plat submitted to the Commission shall carry the following certificate thereon:

CERTIFICATE OF PRELIMINARY SURVEYING ACCURACY

I, _____, hereby certify that this plat correctly represents a boundary survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type, and material are correctly shown; and that all interior lot lines are accurately described in terms of length and direction of the property sides.

Signed _____
Registered Land Surveyor
No. _____, Arkansas

CERTIFICATE OF PRELIMINARY ENGINEERING ACCURACY

I, _____ hereby certify that I am the engineer of record for this subdivision and that I, or those under my supervision, will design and cause to be constructed the improvements required in accord with the City of Benton Subdivision Rules and Regulations.

Signed _____
Registered Engineer
No. _____, Arkansas

CERTIFICATE OF PRELIMINARY PLAT APPROVAL

All requirements of the City of Benton Subdivision Regulations relative to the preparation and submittal of a Preliminary Plat having been fulfilled, approval of this plat is hereby granted, subject of further provisions of said Rules and Regulations. This Certificate shall expire

_____.

Date of Execution

(signed) _____
Chairman
Benton Planning Commission

Exhibit 5
Construction Plan Requirements

Construction Plan shall include the following:

1	Name of subdivision	
2	Name and address of owner(s) of record. Contact information should be updated when changed.	
3	Name, address, seal and signature of Engineer of Record.	
4	Name and address of subdivider	
5	Date of plat, north point and graphic scale	
6	Vicinity map.	
7	Index where more than one sheet is required to present plans.	
8	Street and alley and other right-of-way lines with location and width, with street names indicated.	
9	Street center lines showing angles of deflection or bearing, angles of intersection, radii, length of tangents and arcs, and degree of curvature with basis of curve data.	
10	Lot lines with dimensions to the nearest one-tenth (1/10) of a foot, necessary internal angles, arcs, and chords, and radii of rounded corners. When lots are located on a curve or when sidelines are at angles other than ninety (90) degrees, the lot width at the building line shall be shown when required by the Commission.	
11	Lot and block numbers	
12	Easements and public service or utility rights-of-way lines giving dimensions, locations and purpose.	
13	Contour intervals to sea level datum of not more than two (2) feet when the slope is less than four (4) percent, and not more than five (5) feet when the slope is greater than four (4) percent.	

Streets:

14	Typical street cross section.	
15	Profile with the Plan view. Can be in sections but will require one overall map with references.	
16	A soils geotechnical report showing soil types, strata, water table, sufficient to show how streets were designed.	
17	Show street slopes and vertical curve data.	
18	Show contours of the land and proposed street grades.	

Storm Drainage:

19	Show all structures and curb inlets in plan and profile.	
20	Show all pipe sizes, slopes, and quantity and material types.	
21	All design and construction shall be per current Benton Stormwater Ordinances.	

Sanitary Sewer:

22	Line sizes, material type, slopes and lengths.	
23	Plan and profiles. Show at least one overall with water, storm drainage, sanitary sewer and streets.	
24	Show all manhole locations, depths and lid types.	
25	Show flowline elevations in and out at manholes. Show finished manhole rim elevations.	
26	Show all service line locations.	

	Potable Water	
27	Show line size, length and material type.	
28	Show all fire hydrant locations and flows with residual pressures.	
29	Show all fittings, tees, valves, angles located in plain view.	
30	Show all meter locations.	
31	Provide specifications for all the above.	
32	Certificate of engineering accuracy certifying built to plans & specs for As-Built plans.	
33	Storm drainage plan showing drainage for all the water courses entering and leaving the plat boundaries, adequate for no less than a one in twenty-five-year rainfall.	
34	A soils geotechnical report showing soil types, strata, water table, sufficient to show how streets were designed.	
35	Show Typical Detail drawings for streets, water, sanitary sewer and storm drainage structures and appurtenances.	

**EXHIBIT 6
FINAL PLAT REQUIREMENTS**

Final Plat shall include the following:	
1	Name of subdivision
2	Name and address of owner(s) of record. Contact information must be updated when changed
3	Source of title giving deed record book and page number.
4	Name and address of subdivider
5	Date of plat, north point and graphic scale
6	Location of tract by legal description giving acreage.
7	Vicinity map.
8	Key map where more than one sheet is required to present map.
9	True courses and distances to the two (2) nearest established section corners or benchmarks or other recognized permanent monuments which shall accurately describe the location of the plat. State Plane Coordinates will be provided for the section corners.
10	Exact boundary lines of the tract indicated by a heavy line, or other acceptable control traverse, giving dimensions to the nearest one-tenth (1/10) foot and angles to the nearest minute, which shall be balanced and closed with an error closure not to exceed one (1) to five thousand (5,000).
11	Municipal, county, or section lines accurately tied to the lines of the subdivision by distances and angles.
12	Street and alley and other right-of-way lines with location and width, with street names indicated.
13	Street center lines showing angles of deflection or bearing, angles of intersection, radii, length of tangents and arcs, and degree of curvature with basis of curve data.
14	Lot lines with dimensions to the nearest one-tenth (1/10) of a foot, necessary internal angles, arcs, and chords, and radii of rounded corners. When lots are located on a curve or when sidelines are at angles other than ninety (90) degrees, the lot width at the building line shall be shown when required by the Commission.
15	Lot areas in square feet shall be shown when septic tanks are to be used. Lot areas of other lots shall be furnished when required by the Commission.
16	Building setback lines with dimensions.
17	Lot and block numbers
18	Easements and public service or utility rights-of-way lines giving dimensions, locations and purpose.
19	Accurate outlines and description of any areas to be dedicated or reserved for public use or acquisition with the purpose indicated thereon and of any areas to be reserved by deed covenant for common uses of all property owners.
20	Accurate locations and description of all monuments.
21	Certificate of engineering accuracy certifying built to plans & specs.

22	Certificate of Owner	
23	Certificate of Final Plat approval	
24	Certificate of Surveying Accuracy	
25	Certificate of Recording	
26	As-built plans of all the submitted and approved Construction Plans.	
27	Dedication of Streets, alleys, parks & other public lands	
28	All calculations and field notes when required by the Commission.	
29	Streets and alleys within and abutting the subdivision, with street names indicated and showing the source of dedication when required. Sidewalks should also be included here.	
30	Any area or lot known to flood shall have the lowest allowable finished floor elevation indicated on the final plat.....	
31	Note: No changes in the plat are permitted without approval of the Benton Planning Commission.	
32	Error of closure calculations shall be submitted when requested...	
33	Engineer's certification that all was installed per the approved Plans & Specifications.	
34	Are any variances being requested?	
35	A digital and hardcopy of the Final Plat and As-Built drawings with all information in AutoCAD format.	
36	Filed Final Bill of Assurance	
37	Bonds (2) for Streets & Drainage and Benton Utilities with the date of expiration being 1 year from the date of approval.	

**Exhibit 7
Final Plat Certificates**

Each Final Plat submitted to the Commission shall carry the following certificate thereon:

CERTIFICATE OF OWNER

We, the undersigned, owners of the real estate shown and described herein do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide said real estate in accordance with the plat dedicate all streets, easements and alleys to the City of Benton.

Date of Execution	(signed) Name Address
Source of Title	D.R. _____ page _____

CERTIFICATE OF RECORDING

This document, number _____ filed for record _____, _____, in Plat Book _____, Page _____.

(Signed)
(Name) Clerk

CERTIFICATE OF SURVEYING ACCURACY

I, _____, hereby certify that this plat correctly represents a survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type, and material are correctly shown; and that all interior lot lines have been adjusted to "as-built conditions" and are accurately described on the plat and identified on the ground in terms of length and direction of the property sides as required in accordance with the City of Benton Subdivision Rules and Regulations.

(Signed) Name
Registered Land Surveyor, No., _____, Arkansas

CERTIFICATE OF ENGINEERING ACCURACY

I, _____, hereby certify that this plat correctly represents a plat made by me, and that the engineering requirements of the City of Benton Subdivision Rules and Regulations have been followed.

Date of Execution

(signed) _____
Name
Registered Professional Engineer,
No. _____, Arkansas

CERTIFICATE OF FINAL PLAT APPROVAL

Pursuant to the City of Benton Subdivision Rules and Regulations, this document was given approval by the Benton Planning Commission at a meeting held _____, _____. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under the authority of said rules and regulations.

Date of Execution

(signed) _____
Name
Chairman
Benton Planning Commission

Approval of the final plat shall become null and void unless said plat is filed for record within 120 days from the date of execution of this certificate.

Exhibit 8
Approved Letter of Credit

Irrevocable Standby Letter of Credit No. _____

Beneficiary:
City of Benton, AR
P.O. Box 607
Benton, AR 72018

Applicant/Subdivider

Amount: _____

Expiration _____

We hereby establish our Irrevocable Standby Letter of Credit in your favor available by your draft(s) at Sight drawn on the _____ Bank, payable to the order of the City of Benton for a sum not to exceed _____. The amount of any draft under this credit must, concurrently with negotiation, be endorsed on the reverse side by the City's Attorney, or City Attorney's designee, and the presentment of any such draft will be a warranty by the negotiating bank that such endorsement was endorsed and that documents have been forwarded as herein requested.

Any drawings under this Letter of Credit are to be accompanied by your signed statement or affidavit executed and signed by the City's Attorney or the City Attorney's designee, that drawing is due to default or failure to perform by _____ with respect to construction of improvements in _____ Subdivision, a subdivision of the City of Benton in Saline County, AR.

Special conditions:

1. Partial drawings are allowed.
2. The City will notify _____ Bank if at any time the improvements have been timely completed and the warranty period has terminated and that the credit may be released.
3. This Letter of Credit is not transferable or assignable by the Beneficiary. Letter of Credit issued as a replacement or substitution for this Letter of Credit will be issued by us without your prior consent.

All drafts drawn under this Letter of Credit must bear the clause "Drawn Under the _____ Bank Letter of Credit No _____ dated _____."

We hereby engage with you that drafts drawn under and in compliance with the terms of the credit will be duly honored upon presentation and deliver of the documents as specified, no later than three (3) days after such presentment, if negotiated on or before _____ as the same may be extended from time to time.

This Letter of Credit is subject to the International Standby Practices 1998.

The original of this Letter of Credit and any amendments thereto must be presented with any drawing.

_____ Signature of Bank Official

Exhibit 9
Street/Utilities Acceptance Ordinance

Ordinance _____ of _____

Accepting Streets, Drainage and Utilities for Maintenance
_____ Subdivision

WHEREAS _____, Ph ____ was dedicated to the City of Benton, Arkansas on the _____ day of _____, 2XXX and is recorded in the deed records of Saline County, Arkansas, document No. _____. Streets were constructed as specified by the City, and more than one (1) year has expired since the construction of the streets, water lines, sewer lines, and storm drains in the said Addition, and

WHEREAS, the City of Benton, Arkansas now desires to accept said streets, water lines, sewer lines, and storm drains for maintenance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Benton, Arkansas, that the streets, water lines, sewer lines and storm drains of _____, Ph _____, an Addition to the City of Benton, Arkansas, be and are hereby accepted for maintenance by the City of Benton, Arkansas.

Passed and approved this ____ day of _____, 2XXX.

Mayor

ATTEST

City Clerk

RESOLUTION NO. 71 OF 2022

A RESOLUTION AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY FROM BRADLEY NEWCOMB; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Benton, Arkansas, has determined that it is in best interest of the City to acquire parcel # 800-43807-000 at 1705 Cedarhurst Drive, Benton, Arkansas;

WHEREAS, it is necessary for the City of Benton to acquire certain property for use in improving storm-water drainage in the area;

WHEREAS, the City has negotiated with the property owners and has determined that it is possible to acquire the property by agreement.

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

SECTION 1: The City shall acquire parcel #800-43807-000 at 1705 Cedarhurst Drive owned by Bradley Newcomb.

SECTION 2: The Mayor and City Clerk are hereby authorized to execute an agreement for the acquisition of the property, which shall substantially conform to the terms contained in Exhibit "1" of this Resolution.

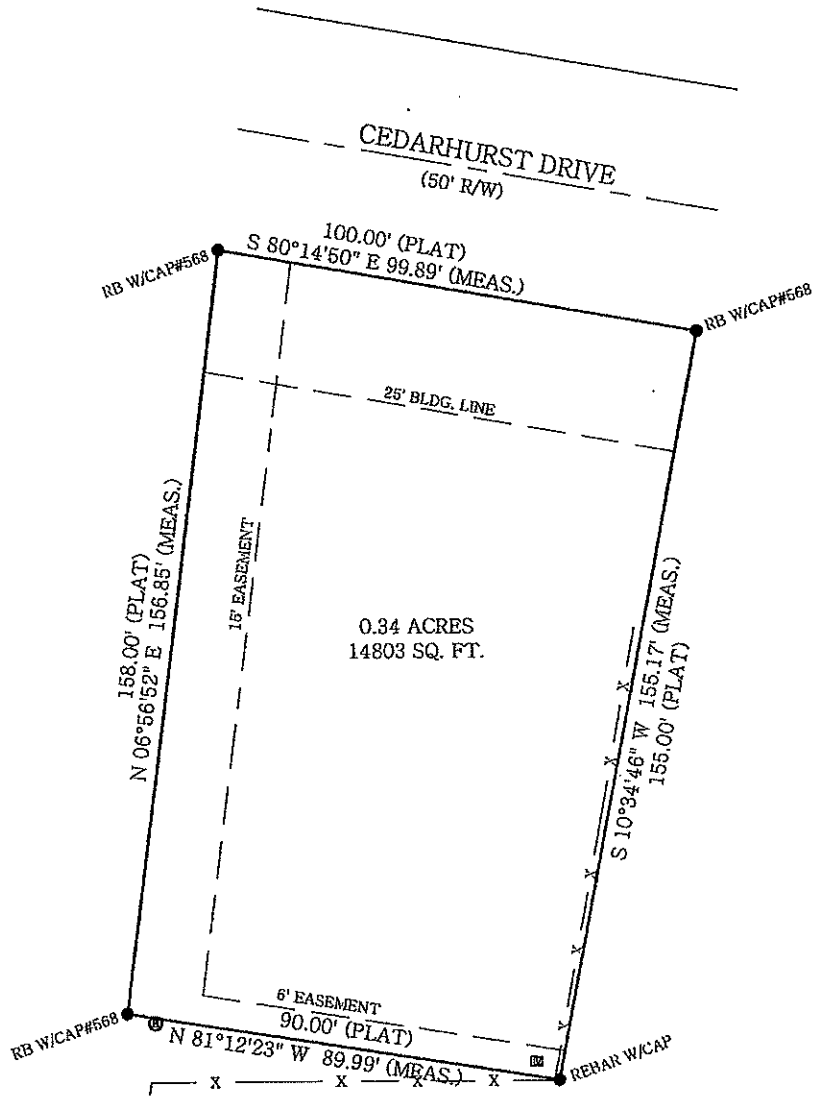
SECTION 3: The Mayor of the City of Benton, Arkansas, is hereby authorized to pay the sum of \$18,500.00 to Bradley Newcomb at the time of closing plus any applicable closing costs.

PASSED AND APPROVED this ___ day of May, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

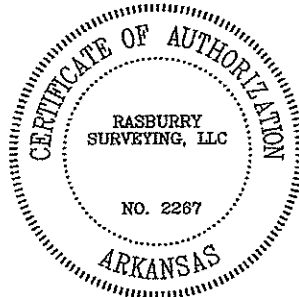
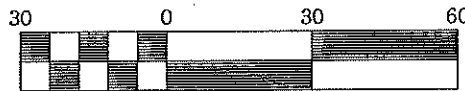
LOT 8, BLOCK 2,
LYNNWOOD ACRES SUBDIVISION,
ANNEX NO. 1,
TO THE CITY OF BENTON,
SALINE COUNTY, ARKANSAS



LEGEND

- - FOUND MONUMENT
- - SET #5 REBAR/CAP #1506
- △ - COMPUTED POINT
- ⊙ - CONTROLLING CORNER
- ✕ - FENCE
- - STORM INLET
- ⊕ - SEWER MANHOLE

I hereby certify that the above plat represents a survey made by me or under my supervision on this day. No independent search for easements, covenants, encumbrances, or any other facts which an accurate title search may disclose was performed.



**308 W. South Street
Benton, AR 72015
Office/Fax: (501) 860-8893
E-Mail: aaron@razsurvey.com
JOB# 21-404**

FOR USE AND BENEFIT OF:
BRADLEY NEWCOMB

PROPERTY ADDRESS:
1705 CEDARHURST DRIVE
BENTON AR.



FIELDWORK DATE: 11-10-21 PLAT DATE: 11-10-21
FILE: C:\DRAWINGS\LYNNWOOD ACRES\LOT 8 BLOCK

DRAWN BY: DCR
CHECKED BY: JAR

ORDINANCE NO. 18 OF 2022

AN ORDINANCE ADOPTING REVISED RULES AND REGULATIONS FOR THE CITY OF BENTON FIRE DEPARTMENT; AND, FOR OTHER PURPOSES

WHEREAS, the City of Benton, Arkansas, adopted the “2018 Rules and Regulations for the Benton Fire Department” manual by Ordinance 52 of 2018, which was passed and approved on October 22, 2018; and

WHEREAS, at least (3) copies of the rules and regulations have been filed with the City Clerk of the City of Benton and available for public inspection since April 18, 2022; and

WHEREAS, a public notice was published in the Benton Courier, a newspaper of general circulation in the community, on April 23, 2022, advising the public that three (3) copies of the proposed Rules and Regulations was available for public examination at the office of the City Clerk, City Hall, 114 South East Street, Benton, Arkansas.

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

SECTION 1: The City Council does hereby adopt the City of Benton, Arkansas Information Security Policy which is attached hereto as Exhibit 1 which is incorporated now by reference as if stated word for word as the Information Security Policy for the City.

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 the _____ day of May, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

RESOLUTION NO. 72 OF 2022

**A RESOLUTION ACKNOWLEDGING THE BENTON
ADVERTISING AND PROMOTION COMMISSION'S PURCHASE
OF CERTAIN REAL PROPERTY**

WHEREAS, pursuant to Ark. Code Ann. § 26-75-606(a)(1)(b)(3), the Benton Advertising and Promotion Commission is authorized to use or pledge all or any part of the revenue derived from the Advertising and Promotion Tax for the purchase of real property, buildings, improvements, or facilities for use as city parks; and

WHEREAS, the Benton Advertising and Promotion Commission has recently voted to purchase approximately 35 acres of land near the Saline County Career & Technical campus for use in the development of a soccer complex.

**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, acknowledges and appreciates the efforts of the Benton Advertising and Promotion Commission to advance and promote the City through the purchase of this property and the development of a soccer complex.

PASSED AND APPROVED this the ____ day of May, 2022.

Tom Farmer, Mayor

Cindy Stracener, City Clerk

Real Estate Contract (Lots and Acreage)

Page 1 of 11



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2022
Arkansas
REALTORS[®]
Association

Form Serial Number: 087469-500165-2812220

1. PARTIES: City of Benton, Arkansas

_____ (individually, or collectively, the "Buyer") offers to purchase, subject to the terms and conditions set forth herein, from the undersigned (individually or collectively, the "Seller") the real property described in Paragraph 2 of this Real Estate Contract (the "Property").

2. ADDRESS AND LEGAL DESCRIPTION: Buyer is not relying on Seller, Listing Firm or Selling Firm regarding location of the Property, Buyer having sole responsibility to engage surveyors, engineers, attorneys or other professionals to determine the location, size, slope and boundaries of the Property. If Buyer is dissatisfied with the results of such determination, Buyer, without further obligation, may declare this Real Estate Contract terminated with both parties agreeing to sign a Termination of Contract Addendum and Buyer to recover Earnest Money.

A. ADDRESS: To Be Determined

B. FULL LEGAL DESCRIPTION: Approximately 35 acres, as shown on Exhibit "A" attached hereto.

3. PURCHASE PRICE: Subject to the following conditions Buyer shall pay the following to Seller for the Property (the "Purchase Price"): (select one of the following four options)

- total purchase price, \$ 950,000.00
- or;
- price per acre, \$ _____
- or;
- price per square foot, \$ _____
- or;
- price per front foot \$ _____

A. PURCHASE PURSUANT TO NEW FINANCING: Subject to Buyer's ability to obtain financing on the terms and conditions set forth herein and the Property appraising for not less than the Purchase Price, Down payment, loan amount, interest rate and other terms of financing to be negotiated between Buyer and creditor.

OTHER: Subject to Buyer's ability to obtain financing as follows:

B. PURCHASE PURSUANT TO CASH:

Buyer and Seller will each independently verify quantities as set forth above and agree neither are relying upon a representation from Selling Firm or Listing Firm concerning quantities of land or front feet.

Real Estate Contract (Lots and Acreage)

Page 2 of 11



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2022
Arkansas
REALTORS®
Association

Form Serial Number: 087469-500165-2812220

4. LOAN AND CLOSING COSTS: Unless otherwise specified, all Buyer's Closing costs, including origination fee, assumption fees, loan costs, prepaid items and loan discount points, closing fee, and all other financing fees and costs charged by Buyer's creditor or any additional fee charged by Closing Agent(s) are to be paid by Buyer. Seller to pay Seller's Closing costs.

5. APPLICATION FOR FINANCING: If applicable, Buyer agrees to make a complete application for new loan or for loan assumption within five (5) business days from the acceptance date of this Real Estate Contract. In order to make a complete application as required by this Paragraph 5, Buyer agrees to provide creditor with any requested information and pay for any credit report(s) and appraisal(s) required, upon request. Unless otherwise specified, if said loan is not consummated or assumed, Buyer agrees to pay for loan costs incurred, including appraisal(s) and credit report(s), unless failure to consummate is solely the result of Seller's breach of this Real Estate Contract, in which case such expenses will be paid by Seller. Buyer understands that failure to make a complete loan application as defined above may constitute a breach of this Real Estate Contract.

6. EARNEST MONEY:

- A. Yes, see Earnest Money Addendum.
- B. No.

7. NON-REFUNDABLE DEPOSIT: The Non-Refundable Deposit (hereinafter referred to as the "Deposit") is funds tendered by Buyer to Seller to compensate Seller for liquidated damages that may be incurred by Seller resulting from Buyer failing to close on this Real Estate Contract. The liquidated damages shall include, but not be limited to, Seller's time, efforts, expenses and potential loss of marketing due to Seller's removal of Property from the market.

The Deposit is not refundable to Buyer unless failure to close is exclusively the fault of Seller or if Seller cannot deliver marketable title to the Property. The Deposit will be credited to Buyer at Closing. Buyer shall hold Listing Firm and Selling Firm harmless of any dispute regarding the Deposit. Buyer expressly acknowledges the Deposit is not to be held by either Listing Firm or Selling Firm. The Deposit may be co-mingled with other monies of Seller, such sum not being held in an escrow, trust or similar account.

Buyer will pay to Seller the Deposit in the amount of:

- A. The Deposit is not applicable.
- B. Buyer will pay to Seller the Deposit in the amount of \$ _____
 - i. Within _____ days following the date this Real Estate Contract has been signed by Buyer and Seller.
 - ii. Other: _____

Real Estate Contract (Lots and Acreage)

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8. **CONVEYANCE:** Unless otherwise specified, conveyance of the Property shall be made to Buyer by general warranty deed, in fee simple absolute, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the Property. Unless expressly reserved herein, **SUCH CONVEYANCE SHALL INCLUDE ALL MINERAL RIGHTS OWNED BY SELLER CONCERNING AND LOCATED ON THE PROPERTY, IF ANY, UNLESS OTHERWISE SPECIFIED IN PARAGRAPH 20. IT IS THE RESPONSIBILITY OF THE BUYER TO INDEPENDENTLY VERIFY AND INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF MINERAL RIGHTS AND ANY LEGAL RAMIFICATIONS THEREOF.**

Seller warrants and represents only the signatures set forth below are required to transfer legal title to the Property. Seller also warrants and represents Seller has peaceable possession of the Property, including all improvements and fixtures thereon, and the legal authority and capacity to convey the Property by a good and sufficient general warranty deed, free from any liens, leaseholds or other interests.

9. **SOIL TESTING FOR SEPTIC OR SEWAGE SYSTEM:** Buyer has been given the opportunity to obtain a soil percolation, soil morphology test or sewage system permit meeting the Arkansas Department of Health regulations concerning septic systems or other sewage treatment systems. Should Buyer decline to obtain any of the above, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any matters relative to obtaining such test, permit or the ability to construct an improvement on the described Property that may exist or be discovered (or occur) after Closing.

- A. No soil percolation or soil morphology test or septic system permit shall be provided.
- B. A soil percolation or soil morphology test will be conducted by a Designated Representative of the Arkansas Department of Health and certified to Buyer within _____ days prior to Closing. A satisfactory soil percolation or soil morphology test does not guarantee a septic system permit will be issued in the future. Test to be provided and paid for by:
 Buyer Seller.
- C. A septic system permit will be issued by the Arkansas Department of Health for a _____ Bedroom Standard System certified within _____ days prior to Closing. Buyer, or Buyer's Representative, to mark location of home or be present when test is conducted. Both the tests and permit will be provided and paid for by:
 Buyer Seller.
- D. Seller will provide Buyer with a copy of the existing valid septic system permit within three (3) business days of acceptance of this Real Estate Contract after which Buyer is to have ten (10) business days to review and accept the permit. If permit issuance date is greater than six (6) months or if the permit date will expire prior to Closing date, Seller shall have the permit revalidated by the Arkansas Department of Health.

Should Buyer not be satisfied, acting with sole discretion, with any test or permit that may be required by Paragraph 9B, 9C or 9D, Buyer shall have all rights provided by Earnest Money Addendum of this Real Estate Contract.

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10. SURVEY: Buyer has been given the opportunity to obtain a new certified survey. Should Buyer decline to obtain a survey as offered in Paragraph 10A of this Real Estate Contract, Buyer agrees to hold Seller, Listing Firm and Selling Firm involved in this Real Estate Contract harmless of any problems relative to any survey discrepancies that may exist or be discovered (or occur) after Closing.

A. New survey satisfactory to Buyer, certified to Buyer within thirty (30) days prior to Closing by a registered land surveyor, showing property lines only showing all improvements, easements and any encroachments will be provided and paid for by:
 Buyer Seller Equally split between Buyer and Seller.

B. No survey shall be provided.

C. Other: _____

Should Buyer agree to accept the most recent survey provided by Seller, this survey is for information purposes only and Buyer will not be entitled to the legal benefits of a survey certified in Buyer's name.

11. TITLE REQUIREMENTS: As per RESPA AND CONSUMER FEDERAL PROTECTION BUREAU (CFPB) requirements, Buyer and Buyer's Lender have the right to determine where Buyer or Buyer's Lender will purchase title insurance and other settlement services.

Buyer and Seller understand Listing Firm and Selling Firm are not licensed title insurance agents as defined by Arkansas law and do not and cannot receive direct or indirect compensation from any Closing Agent regarding the closing process or the possible purchase of title insurance by one or more of Buyer and Seller. An enhanced version of title insurance coverage may be available to Buyer for this transaction. Discuss enhanced title insurance coverage with your title insurance provider to determine availability and features.

A. Seller shall furnish, at Seller's cost, an owner's policy of title insurance in the amount of the Purchase Price. If a loan is secured for the purchase of the Property, Buyer agrees to pay mortgagee's portion of title policy. If Buyer elects to obtain enhanced title insurance coverage, Buyer shall pay for the increase in title insurance costs in excess of the cost of a standard owner's title policy.

B. Buyer and Seller to equally split the cost of a combination owner's and mortgagee's policy of title insurance, either standard or enhanced (if enhanced coverage is desired by Buyer and available), in the amount of (as to owner's) the Purchase Price and (as to mortgagee's) the loan amount (not to exceed the Purchase Price); however, if Buyer and Seller choose to close at different title companies, and/or if Buyer pays cash, subparagraph (A) above would control as to the allocation of title insurance costs. In the event the Loan Amount exceeds the Purchase Price, Buyer agrees to pay any additional title insurance premium in excess of Purchase Price.

C. Other: _____

Buyer shall have the right to review and approve a commitment to provide title insurance prior to Closing. If objections are made to Title, Seller shall have a reasonable time to cure the objections. Regardless of the policy chosen, Buyer and Seller shall have the right to choose their Closing Agent(s).

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12. PRORATIONS: Taxes and special assessments due on or before Closing shall be paid by Seller. Any deposits on rental Property are to be transferred to Buyer at Closing. Insurance, general taxes, special assessments, rental payments and interest on any assumed loan shall be prorated as of Closing, unless otherwise specified herein.

13. CLOSING: Closing is the date and time at which Seller delivers the executed and acknowledged deed and Buyer's completion, signing and delivery to Seller (or Closing Agent agreed to by Buyer & Seller) of all loan, closing documents, and Purchase Price funds required to be executed or delivered by Buyer (the "Closing"). Buyer and Seller agree the Closing date will be (month) May (day) 26, (year) 2022. The Closing date may be changed by written agreement of Buyer and Seller. If the sale is not consummated by the Closing date (or any written extension thereof), the parties shall have the remedies available to them in equity or at law, including the remedies available to them in Earnest Money Addendum.

Buyer and Seller shall have the right to choose their Closing Agent(s) and are not relying on Listing Firm or Selling Firm to choose a Closing Agent. Should Buyer or Seller choose the services of a Closing Agent(s) other than Selling Firm or Listing Firm, then Buyer and Seller each jointly and severally agree to indemnify and hold Listing Firm and Selling Firm harmless for all intentional misconduct and negligent acts (including acts of omission) of the Closing Agent(s).

This Real Estate Contract shall serve as written closing instructions to the Closing Agent on behalf of the Buyer and Seller. The Closing Agent(s) is/are authorized to provide Seller's closing disclosure or other settlement statement(s) to Listing Firm (in addition to Seller) and Buyer's closing disclosure or other settlement statement(s) to Selling Firm (in addition to Buyer) so Buyer, Seller, Listing Firm and Selling Firm shall have a reasonable opportunity to review prior to Closing.

Buyer and Seller shall each have the right to request title insurer(s), if any, issue closing protection to indemnify against loss of closing funds because of acts of a Closing Agent, title insurer's named employee, or title insurance agent. Any cost for closing protection will be paid by the requesting party(ies). Listing Firm and Selling Firm strongly advise Buyer and Seller to inquire of the Closing Agent(s) about the availability and benefits of closing protection.

This Real Estate Contract shall, unless otherwise specified in Paragraph 20 of this Real Estate Contract, constitute express written permission and authorization to Listing Firm and Selling Firm to disclose the terms of this Real Estate Contract (and all Addenda), including without limitation concessions provided by Buyer or Seller or other non-public personal information of Buyer and Seller regarding the purchase and sale of the Property, to any of the following: (i) an Arkansas licensed appraiser; (ii) multiple listing services for use by the members thereof; and (iii) any other person or entity which Listing Firm or Selling Firm determines, using sole discretion, may have a legitimate basis to request and obtain such information. The authorization and permissions granted in this Paragraph 13 shall not create any obligation or duty upon Listing Firm or Selling Firm to make any disclosure to any person or entity.

14. FIXTURES AND ATTACHED EQUIPMENT: Unless specifically excluded herein, all fixtures and attached equipment, if any, are included in the Purchase Price.

15. POSSESSION: Possession of the Property shall be delivered to Buyer:

- A. Upon the Closing.
- B. Delayed Possession. (See Delayed Occupancy Addendum attached)
- C. Prior to Closing. (See Early Occupancy Addendum attached)

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16. OTHER CONTINGENCY:

A. No Other Contingency. (Except for those conditions listed elsewhere in this Real Estate Contract.) It is understood and agreed that Seller has the right to enter into subordinate Real Estate Contracts and other Real Estate Contracts shall not affect this Real Estate Contract.

B. This Real Estate Contract is contingent upon:

on or before (month) May (day) 23, (year) 2022.

During the term of this Real Estate Contract (Select one):

(i) **Binding with Escape Clause:** Seller has the right to continue to show the Property and solicit and enter into another Real Estate Contract on this Property. However, all Real Estate Contracts shall be subject to termination of this Real Estate Contract. Should Seller elect to provide written notice of an additional Real Estate Contract being accepted by Seller, Seller shall utilize the Seller's Contingency Notice Addendum, (the "Notice") and Buyer shall have _____ hours to remove this contingency. Buyer shall be deemed in receipt of the Notice upon the earlier of (a) actual receipt of the Notice or (b) two (2) business days after Seller or Listing Firm deposits the Notice in the United States mail, certified for delivery to Buyer at _____ with sufficient postage to ensure delivery. Removal of this contingency shall occur only by delivery of the Notice, in a manner ensuring actual receipt, to Seller or Listing Firm. Time is of the essence. In the event Buyer removes this contingency and does not perform on this Real Estate Contract for any reason concerning this contingency, Seller may assert all legal or equitable rights that may exist as a result of Buyer breaching this Real Estate Contract. Alternatively, Seller, at his sole and exclusive option, may retain the Earnest Money, as liquidated damages. If this contingency is removed, a Closing date shall be agreed upon by the parties. If a Closing date is not agreed upon, Closing shall occur _____ calendar days from removal. Should Buyer not remove this contingency as specified, then this Real Estate Contract shall be terminated with Buyer and Seller both agreeing to sign a Termination of Contract Addendum with Buyer to recover Earnest Money. All time constraints in this Real Estate Contract referred to in Paragraphs 5, 9, 10, 18, and 21B refer to the time Buyer removes the contingency.

(ii) **Binding without Escape Clause:** It is understood and agreed Seller has the right to enter into subordinate Real Estate Contracts, and other Real Estate Contracts shall not affect this Real Estate Contract.



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17. BUYER'S DISCLAIMER OF RELIANCE:

A. BUYER CERTIFIES BUYER WILL PERSONALLY INSPECT OR HAVE A REPRESENTATIVE INSPECT THE PROPERTY AS FULLY AS DESIRED PRIOR TO CLOSING. BUYER CERTIFIES BUYER HAS NOT AND WILL NOT RELY ON ANY WARRANTIES, REPRESENTATIONS, OR STATEMENTS OF SELLER, LISTING FIRM, SELLING FIRM, OR ANY AGENT, INDEPENDENT CONTRACTOR, OR EMPLOYEE ASSOCIATED WITH THOSE ENTITIES, OR INFORMATION FROM MULTIPLE LISTING SERVICES OR OTHER WEBSITES REGARDING MINERAL RIGHTS, YEAR BUILT, SIZE (INCLUDING WITHOUT LIMITATION THE SQUARE FEET IN IMPROVEMENTS LOCATED ON THE PROPERTY), QUALITY, VALUE OR CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ALL IMPROVEMENTS, APPLIANCES, PLUMBING, ELECTRICAL OR MECHANICAL SYSTEMS. HOWEVER, BUYER MAY RELY UPON ANY WRITTEN DISCLOSURES PROVIDED BY SELLER.

LISTING FIRM AND SELLING FIRM CANNOT GIVE LEGAL ADVICE TO BUYER OR SELLER. LISTING FIRM AND SELLING FIRM STRONGLY URGE STATUS OF TITLE TO THE PROPERTY, CONDITION OF PROPERTY, SQUARE FOOTAGE OF IMPROVEMENTS, QUESTIONS OF SURVEY, AND ALL OTHER REQUIREMENTS OF BUYER SHOULD EACH BE INDEPENDENTLY VERIFIED AND INVESTIGATED BY BUYER OR A REPRESENTATIVE CHOSEN BY BUYER.

B. BUYER AGREES TO SIGN PAGE 4 OF THE INSPECTION, REPAIR AND SURVEY ADDENDUM PRIOR TO CLOSING IF BUYER ACCEPTS THE CONDITION OF THE PROPERTY AND INTENDS TO CLOSE.

18. SELLER PROPERTY DISCLOSURE:

A. Buyer and Seller acknowledge that upon the authorization of Seller, either Selling Firm or Listing Firm have delivered to Buyer, prior to the execution of this Real Estate Contract, a written disclosure prepared by Seller concerning the condition of the Property, but this fact neither limits nor restricts Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. The written disclosure prepared by Seller is dated (month) _____ (day) _____, (year) _____, and is warranted by Seller to be the latest disclosure and the answers contained in the disclosure are warranted to be true, correct, and complete to Seller's knowledge.

B. Buyer hereby requests Seller to provide a written disclosure about the condition of the Property that is true and correct to Seller's knowledge within three (3) business days after this Real Estate Contract has been signed by Buyer and Seller. If Seller does not provide the disclosure within the three (3) business days, Buyer may declare this Real Estate Contract terminated with Buyer and Seller both agreeing to sign the Termination of Contract, with Buyer to receive a refund of the Earnest Money. If Buyer finds the disclosure unacceptable within three (3) business days after receipt of disclosure, this Real Estate Contract may be declared terminated by Buyer, with Buyer and Seller both agreeing to sign the Termination of Contract with Buyer to receive a refund of the Earnest Money. Receipt of this disclosure neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract.

C. Although a disclosure form may have been completed (or can be completed) by Seller, Buyer has neither received nor requested and does not desire from Seller a written disclosure concerning the condition of the Property prior to the execution of this Real Estate Contract, but this fact neither limits nor restricts in any way Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

D. Buyer understands no disclosure form is available and will not be provided by Seller. This fact neither limits nor restricts in any way the Buyer's Disclaimer of Reliance set forth in Paragraph 17 of this Real Estate Contract. BUYER IS STRONGLY URGED BY SELLING FIRM AND LISTING FIRM TO MAKE ALL INDEPENDENT INSPECTIONS DEEMED NECESSARY PRIOR TO SIGNING THIS REAL ESTATE CONTRACT.

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19. AGENCY: (check all that apply)

- A. **LISTING FIRM AND SELLING FIRM REPRESENT SELLER:** Buyer acknowledges Listing Firm and Selling Firm and all licensees associated with those entities are the agents of Seller and it is Seller who employed them, whom they represent, and to whom they are responsible. Buyer acknowledges that before eliciting or receiving confidential information from Buyer, Selling Firm, which may be the same as Listing Firm, verbally disclosed Selling Firm represents Seller.
- B. **LISTING FIRM REPRESENTS SELLER AND SELLING FIRM REPRESENTS BUYER:** Buyer and Seller acknowledge Listing Firm is employed by Seller and Selling Firm is employed by Buyer. All licensees associated with Listing Firm are employed by, represent, and are responsible to Seller. All licensees associated with Selling Firm are employed by, represent, and are responsible to Buyer. Buyer acknowledges Selling Firm verbally disclosed Listing Firm represents Seller. Seller acknowledges Listing Firm verbally disclosed Selling Firm represents Buyer.
- C. **LISTING FIRM AND SELLING FIRM ARE THE SAME AND REPRESENT BOTH BUYER AND SELLER:** Seller and Buyer hereby acknowledge and agree Listing and Selling Firm are the same and all licensees associated with Listing and Selling Firm are representing both Buyer and Seller in the purchase and sale of the above referenced Property and Listing/Selling Firm has been and is now the agent of both Seller and Buyer with respect to this transaction. Seller and Buyer have both consented to, and hereby confirm their consent to agency representation of both parties. Further, Seller and Buyer agree:
- (i) Listing/Selling Firm shall not be required to and shall not disclose to either Buyer or Seller any personal, financial or other confidential information concerning the other party without the express written consent of that party; however, Buyer and Seller agree Listing/Selling Firm shall disclose to Buyer information known to Listing/Selling Firm related to defects in the Property and such information shall not be deemed "confidential information." Confidential information shall include but not be limited to any price Seller is willing to accept that is less than the offering price or any price Buyer is willing to pay that is higher than that offered in writing.
 - (ii) by selecting this option 19C, Buyer and Seller acknowledge when Listing/Selling Firm represents both parties, a possible conflict of interest exists, and Seller and Buyer further agree to forfeit their individual right to receive the undivided loyalty of Listing/Selling Firm.
 - (iii) to waive any claim now or hereafter arising out of any conflicts of interest from Listing/Selling Firm representing both parties. Buyer and Seller acknowledge Listing/Selling Firm verbally disclosed Listing/Selling Firm represents both parties in this transaction, and Buyer and Seller have given their written consent to this representation before entering into this Real Estate Contract.
- D. **SELLING FIRM REPRESENTS BUYER (NO LISTING FIRM):** Seller acknowledges Selling Firm and all licensees associated with Selling Firm are the agents of Buyer and it is Buyer who employed them, whom they represent, and to whom they are responsible. Seller acknowledges that at first contact Selling Firm verbally disclosed that Selling Firm represents Buyer. Any reference to "Listing Firm" in this Real Estate Contract will be considered to mean Selling Firm, both Buyer and Seller acknowledging that all real estate agents (unless Seller is a licensed Real Estate Agent) involved in this Real Estate Contract only represent Buyer.
- E. **NON-REPRESENTATION:** See attached Non-Representation Disclosure Addendum. If item E is checked it should be accompanied by a corresponding entry to Paragraph 31 B or C.

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20. OTHER:

21. LEAD-BASED PAINT RISK ASSESSMENT/INSPECTION:

- A. Buyer understands and agrees that, according to the best information available, improvements on this Property were not constructed prior to 1978 and should not contain lead-based paint hazards.

- B. Buyer has been informed that the Property, including without limitation garages, tool sheds, other outbuildings, fences, signs and mechanical equipment on the Property that were constructed prior to 1978, may contain lead-based paint. Seller will provide the Lead-Based Paint Disclosure (pre-1978 construction) within three (3) business days after acceptance of this Real Estate Contract. The obligation of Buyer under this Real Estate Contract is contingent upon Buyer's acceptance of the Lead-Based Paint Disclosure provided by Seller and an Inspection and/or Risk Assessment of the Property for the presence of lead-based paint and/or lead-based paint hazards obtained at Buyer's expense. If Buyer finds either the Lead-Based Paint Disclosure or the Inspection and/or Risk Assessment unsatisfactory, in the sole discretion of Buyer, within ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, Buyer shall have the absolute option to unilaterally terminate this Real Estate Contract with all Earnest Money returned to Buyer and, neither Buyer nor Seller having further obligation to the other thereafter. Buyer may remove this contingency and waive the unilateral termination right at any time without cause by written General Addendum signed by Buyer and delivered to Seller. If Buyer does not deliver to Seller or Listing Firm a Termination of Real Estate Contract Addendum terminating this Real Estate Contract within the ten (10) calendar days after receipt by Buyer of the Lead-Based Paint Disclosure, this contingency shall be deemed waived and Buyer's performance under this Real Estate Contract shall thereafter not be conditioned on Buyer's satisfaction with the Lead-Based Paint Inspection and/or Risk Assessment of the Property.

Buyer has been advised of Buyer's rights under this Paragraph 21.

22. RISK OF LOSS: Risk of loss or damage to the Property by fire or other casualty occurring prior to the time Seller delivers an executed and acknowledged deed to Buyer is expressly assumed by Seller. Buyer shall have the right prior to Closing to inspect the Property to ascertain any damage that may have occurred due to fire, flood, hail, windstorm or other acts of nature, vandalism or theft.

23. GOVERNING LAW: This Real Estate Contract shall be governed by the laws of the State of Arkansas.

24. SEVERABILITY: The invalidity or unenforceability of any provisions of this Real Estate Contract shall not affect the validity or enforceability of any other provision of this Real Estate Contract, which shall remain in full force and effect.

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- 25. MERGER CLAUSE:** This Real Estate Contract, when executed by both Buyer and Seller, shall contain the entire understanding and agreement between Buyer and Seller with respect to all matters referred to herein and shall supersede all prior or contemporaneous agreements, representations, discussions and understandings, oral or written, with respect to such matters. This Real Estate Contract shall not supersede any agency agreements entered into by Buyer or Seller and Listing Firm or Selling Firm.
- 26. ASSIGNMENT:** This Real Estate Contract may not be assigned by Buyer unless written consent of Seller is obtained, such consent not to be unreasonably withheld. It shall not be unreasonable for Seller to withhold consent if Seller is to provide financing for Buyer in any amount.
- 27. TIME:** Buyer and Seller agree time is of the essence with regard to all times and dates set forth in this Real Estate Contract. Unless otherwise specified, days as it appears in this Real Estate Contract shall mean calendar days. Further, all times and dates set forth in this Real Estate Contract refer to Arkansas Central time and date.
- 28. ATTORNEY'S FEES:** Should Buyer or Seller initiate any type of administrative proceeding, arbitration, mediation or litigation against the other (or against an agent for the initiating party or agent for the non-initiating party), it is agreed by Buyer and Seller (aforementioned agents being third-party beneficiaries of this Paragraph 28) that all prevailing party (or parties if more than one) shall be entitled to an award of all costs and attorney's fees incurred in prosecution or defense of such initiated action against the non-prevailing party (or parties if more than one).
- 29. COUNTERPARTS:** This Real Estate Contract may be executed in multiple counterparts each of which shall be regarded as an original hereof but all of which together shall constitute one in the same. Electronic signatures shall be deemed original signatures and shall be binding upon the parties.
- 30. FIRPTA COMPLIANCE, TAX REPORTING:** Buyer and Seller agree to disclose on or before Closing, to the person or company acting as Closing Agent for this transaction, their United States citizenship status, solely for the purpose of compliance with the Foreign Investment in Real Property Taxation Act (FIRPTA). In addition, Buyer and Seller shall execute all documents required by such Closing Agent to document compliance with FIRPTA and all other applicable laws. Buyer and Seller agree that nothing in this Real Estate Contract is intended to limit the responsibility of the Closing Agent as defined pursuant to United States Treasury Regulation 1.6045.4 to: (i) be the "reporting person" under state and federal laws (including without limitation 26 USC Section 6045(e)), and (ii) file all necessary forms regarding the Closing, including without limitation form 1099, 8288 or 8288A. By accepting the role as Closing Agent, this Real Estate Contract shall obligate the Closing Agent to fulfill their responsibilities as set forth above and as defined by the above statutes. Seller will execute an affidavit confirming compliance with FIRPTA, as prepared by the Closing Agent.
- 31. LICENSEE DISCLOSURE:** Check all that apply.
- A. Not Applicable.
- B. One or more parties to this Real Estate Contract acting as a Buyer Seller hold a valid Arkansas Real Estate License.
- C. One or more owners of any entity acting as Buyer Seller hold a valid Arkansas Real Estate License.
- 32. EXPIRATION:** This Real Estate Contract expires if not accepted on or before (month) May (day) 23, (year) 2022, at _____ (a.m.) (p.m.).

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THIS IS A LEGALLY BINDING REAL ESTATE CONTRACT WHEN SIGNED BY THE PARTIES BELOW. READ IT CAREFULLY. YOU MAY EMPLOY AN ATTORNEY TO DRAFT THIS FORM FOR YOU. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY PART, CONSULT YOUR ATTORNEY BEFORE SIGNING. REAL ESTATE AGENTS CANNOT GIVE YOU LEGAL ADVICE. THE PARTIES SIGNED BELOW WAIVE THEIR RIGHT TO HAVE AN ATTORNEY DRAFT THIS FORM AND HAVE AUTHORIZED THE REAL ESTATE AGENT(S) TO FILL IN THE BLANKS ON THIS FORM.

THIS FORM IS PRODUCED AND COPYRIGHTED BY THE ARKANSAS REALTORS' ASSOCIATION. THE SERIAL NUMBER BELOW IS A UNIQUE NUMBER NOT USED ON ANY OTHER FORM. THE SERIAL NUMBER BELOW SHOULD BE AN ORIGINAL PRINTING, NOT MACHINE COPIED, OTHERWISE THE FORM MAY HAVE BEEN ALTERED. DO NOT SIGN THIS FORM IF IT WAS PREPARED AFTER DECEMBER 31, 2022.

FORM SERIAL NUMBER: **087469-500165-2812220**

REAL ESTATE LICENSEES ARE REGULATED BY THE ARKANSAS REAL ESTATE COMMISSION. IF A LICENSEE HAS NOT PROPERLY REPRESENTED YOU, YOU MAY FILE A COMPLAINT AT AREC.ARKANSAS.GOV.

The above Real Estate Contract is executed on:

(month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Baxley-Penfield-Moudy Realtors

Selling Firm

Signature: _____ Signature: _____

Printed Name: Tom D. Baxley Printed Name: City of Benton, Arkansas

Principal or Executive Broker (AREC License # PB00010815)

(Broker email: _____)

Signature: _____ Signature: _____

Printed Name: Dan Moudy Printed Name: _____

Selling Agent (AREC License # EB00041447)

(Agent email: _____)

(Agent cell number: _____)

The above Real Estate Contract is executed on:

(month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Baxley-Penfield-Moudy Realtors

Listing Firm

Signature: _____ Signature: _____

Printed Name: Tom D. Baxley Printed Name: Exit 114 Properties, LLC

Principal or Executive Broker (AREC License # PB00010815)

(Broker email: _____)

Signature: _____ Signature: _____

Printed Name: Dan Moudy Printed Name: _____

Listing Agent (AREC License # EB00041447)

(Agent email: _____)

(Agent cell number: _____)

The above offer was rejected counteroffered (Form Serial Number _____)

Buyer informed of Notification of Existing Real Estate Contract Addendum

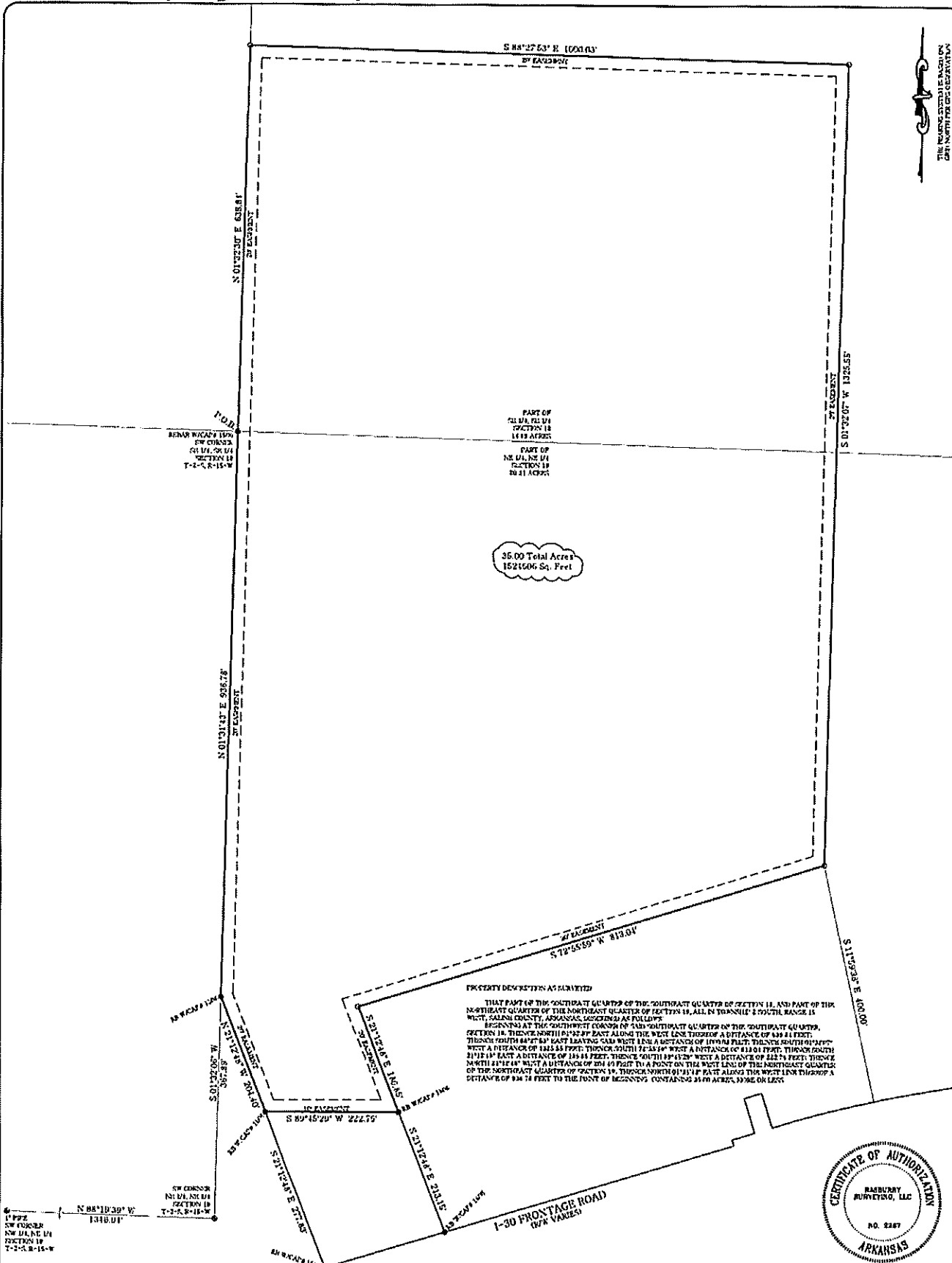
(Form Serial Number _____)

on (month) _____ (day) _____, (year) _____, at _____ (a.m.) (p.m.).

Seller's Initials _____

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Seller's Initials _____

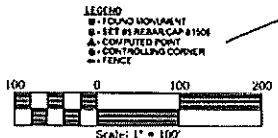


36.00 Total Acres
1521506 Sq. Feet

PROPERTY MONUMENT AS SHOWN
 THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18 AND PART OF THE
 NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP 2 SOUTH, RANGE 15
 WEST, SALINE COUNTY, ARKANSAS, BEING AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER,
 SECTION 18, THENCE NORTH 89°22' EAST ALONG THE WEST LINE THROUGH A DISTANCE OF 439.41 FEET;
 THENCE SOUTH 84°17' EAST LEAVING SAID WEST LINE A DISTANCE OF (FROM PLAT) THENCE SOUTH 87°17'
 WEST A DISTANCE OF 144.33 FEET; THENCE SOUTH 72°34' WEST A DISTANCE OF 811.01 FEET; THENCE SOUTH
 31°12' EAST A DISTANCE OF 154.14 FEET; THENCE SOUTH 84°12' WEST A DISTANCE OF 422.24 FEET; THENCE
 NORTH 81°14' WEST A DISTANCE OF 204.10 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER
 OF THE SOUTHWEST QUARTER OF SECTION 19, THENCE NORTH 91°14' EAST ALONG THE WEST LINE THROUGH A
 DISTANCE OF 134.14 FEET TO THE POINT OF BEGINNING, CONTAINING 35.70 ACRES, MORE OR LESS.



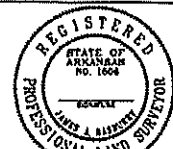
SW CORNER
 NW 1/4 NE 1/4
 SECTION 19
 T-2-S-R-15-W
 N 88°11'33" W
 1318.01'



RASBURY SURVEYING
 308 W. 84th Street
 Benton, AR 72015
 Office Fax: (501) 800-8833
 E-Mail: rasbury@rasbury.com

I hereby certify that the above plat represents a survey made by me or under my supervision on the 05/17/22. I do not intend to search for easements, covenants, encumbrances, or any other facts which an accurate title search may disclose was performed.

FOR USE AND BENEFIT OF:
 CITY OF BENTON
 AND
 FIRST NATIONAL TITLE COMPANY
 PROPERTY ADDRESS:
 BENTON, AR, 72015



FILE: C:\DRAWINGS\05-15W8 19 BENTON SCHOOL DISTRICT 6P	PLAT DATE: 5-17-22	DRAWN BY: DCR
STATE CODE: 500-025-15W-0-18-113-02-1506	JOB# 22-183	CHECKED BY: JAR
STATE CODE: 500-025-15W-0-18-20-02-1506		

EXHIBIT "A" P.2

PROPERTY DESCRIPTION AS SURVEYED

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, AND PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, ALL IN TOWNSHIP 2 SOUTH, RANGE 15 WEST, SALINE COUNTY, ARKANSAS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 18; THENCE NORTH $01^{\circ}32'30''$ EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 638.84 FEET; THENCE SOUTH $88^{\circ}27'53''$ EAST LEAVING SAID WEST LINE A DISTANCE OF 1000.03 FEET; THENCE SOUTH $01^{\circ}32'07''$ WEST A DISTANCE OF 1325.55 FEET; THENCE SOUTH $72^{\circ}55'59''$ WEST A DISTANCE OF 813.04 FEET; THENCE SOUTH $21^{\circ}12'48''$ EAST A DISTANCE OF 186.85 FEET; THENCE SOUTH $89^{\circ}45'29''$ WEST A DISTANCE OF 222.76 FEET; THENCE NORTH $21^{\circ}12'48''$ WEST A DISTANCE OF 204.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19; THENCE NORTH $01^{\circ}31'43''$ EAST ALONG THE WEST LINE THEREOF A DISTANCE OF 936.78 FEET TO THE POINT OF BEGINNING. CONTAINING 35.00 ACRES, MORE OR LESS.